

**OHIO TURNPIKE CROSSING
PERMIT REQUEST INFORMATION
AERIAL CROSSING**

The Ohio Turnpike Commission requests that four (4) copies of the following information be submitted:

TO: Chief Engineer
Ohio Turnpike Commission
682 Prospect Street
Berea, Ohio 44017

1. A cover letter that must include the following general information:
 - A. Name, address and telephone number of applicant.
 - B. Name, address and telephone number of owner.
 - C. Location of crossing – both name of county and Ohio Turnpike Milepost (or Ohio Turnpike Station).
 - D. Nature of proposed installation (telephone, power, cable tv, etc.).
 - E. Scope of work being performed – Narrative description.
 - F. Proposed schedule of work and tentative dates for performing each phase of work on the schedule.
 - G. Any political subdivision applying for a permit must submit a resolution, approved by its respective board or commission, which contains language stating that the political subdivision will be responsible for all related costs of construction, including inspection and for future maintenance of this project, and also contain a “save harmless” clause relieving the Ohio Turnpike Commission of all liabilities and costs that may be incurred during the construction or life span of the project.

THE OHIO TURNPIKE MUST BE NOTIFIED BEFORE ANY ACCESS OR WORK IS DONE ON TURNPIKE PROPERTY.

2. Field work required consists of determining existing ground elevations:
 - A. Sufficient existing ground and roadway elevations should be taken as required so that an accurate profile and Turnpike cross-section at the site of the proposed crossing can be developed.
 - B. All elevations, including the vertical clearances of the new proposed aerial lines, are to be referenced to United States Geodetic Survey Elevations.
3. Engineering drawings and specifications shall be submitted for approval by the Chief Engineer and shall contain enough information to accurately describe the proposed crossing, as described below;
 - A. Engineering Drawings – Drawings shall show the locations of the Turnpike centerline and right-of-way lines, the location of the proposed crossing with respect to the Turnpike centerline stationing and plan/profile locations of the lines with respect to Turnpike lines and grades.

- B. Specifications – The following information about the conductor and ground wire is to be included:
- 1) Number of strands.
 - 2) Ultimate tensile strength.
 - 3) Maximum design tension (based on National Electrical Safety Code, Heavy Loading District Conditions – latest edition).
 - 4) Voltage.

4. General Design Conditions:

- A. Minimum overhead clearance required by the Ohio Turnpike is 22 feet 6 inches. The clearance requirement is based on perpendicular distance between the top of the rail and the lowest point of an overhead structure or obstruction as defined in the Department of Labor and Industries clearance rules for railroads.
- B. Profile – Plotted clearances are to be based on a temperature of 60°F, no wind, with final unloaded sag in the wire, for the most critical wire, with respect to vertical clearance, in multiple wire crossings.
- C. Splices and taps shall not be made in the crossing span(s), and preferably not in the adjacent spans.

5. Specific Cable Television Design Conditions:

- A. All cable shall be 100% shielded per manufacturer specifications with either a 100% seamless aluminum shield or a 100% double aluminum tape bonded to a mylar film and to the dielectric and covered with braid.
- B. Connectors shall meet all requirements of the Federal Communication Commission with regard to radiated signals, and where possible, no connection shall be within a 1,000 foot distance on either side of the Turnpike right-of-way fence.
- C. Provide the Commission with a copy of the applicants FCC license indicating the frequency that has been assigned by the FCC.
- D. The applicant shall agree in writing to make a quarterly inspection of the cable crossing site in order to determine whether the radio frequency radiation from the cable is at a level which complies with FCC rules and regulations and will not interfere with the operations of the radio communications systems operated by the Commission and also to reimburse the Commission in the event it is necessary for the Commission to assign personnel for the purpose of identifying or eliminating any problem caused by radio frequency radiation.

6. Maintenance of Traffic:

Maintenance of traffic and work zones on the Turnpike mainline will be done by the Ohio Turnpike Maintenance Department. Highway Patrol services for rolling road blocks or traffic control will be arranged by the Ohio Turnpike. All cost of these services will be billed to the permit holder.

7. Permit Insurance Requirements:

- A. The Contractor shall purchase and maintain such liability and other insurance as will protect the contractor and the Commission from claims described below which may arise out of or result from the Contractor's performance or obligations under the Permit whether due to action or inaction by the Contractor or person for whom the Contractor is responsible;
- B. Claims under Workers' Compensation, occupational sickness or disease, disability benefit and other similar employee benefit acts;
- C. Claims for damages because of bodily injury, disease, illness, death or personal injury, and other claims usually covered by bodily injury liability insurance;
- D. Claims for damages because of injury to or destruction of property and other claims usually covered by property damage liability insurance, and include explosion, underground and collapse coverage's;
- E. A Commercial General Liability policy and Business Automobile Liability policy to provide insurance and limits as indicated below. An Umbrella or Excess Liability policy may be used to reach such limits.

Policy Limits – Commercial General Liability

\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Occurrence Limit
\$1,000,000	Personal and Advertising Injury Limit
\$100,000	Fire Legal Liability Limit
\$10,000	Medical Payments

Policy Limits – Business Automobile

\$1,000,000.00	Combined Single Limit
----------------	-----------------------

Policy Limits – Excess Liability	\$4,000,000
---	--------------------

Such policies shall be endorsed to provide that the General Aggregate Limit applies separately to each of the insured Contractor's projects;

- F. Each policy of insurance required to be purchased and maintained by the Contractor shall name the Commission as an additional insured or loss payee, as applicable, provided, however, such designation shall not cause any claim between the Contractor and the Commission to be waived. Each policy and respective Certificate of Insurance shall expressly provide that no less than 30 days prior written notice shall be given to the Commission in the event of cancellation, non-renewal, expiration or material alteration of the coverage contained in such policy or evidenced by such Certificate of Insurance. The policy or policies shall be primary and non-contributory;
- G. The Contractor shall furnish the Commission, when requested, a certificate of insurance including the additional insured and loss payee endorsement required to be purchased or maintained by the Contract Documents. In no event shall any failure of the Commission to demand a certified copy of any required insurance or endorsement be construed as a waiver of the obligation of the Contractor to obtain insurance required to be purchased, or maintained by the Permit Holder;

- H. The Contractor shall maintain all insurance in the required amounts, without interruption, from the date of the execution of the Permit until the date of approval of the Certificate of Completion by the Commission. Failure to maintain the required insurance during the time specified shall be cause for termination of the Permit.
- I. Insurance policies required to be purchased and maintained by the Contractor may include a reasonable loss deductible; which shall be the responsibility of the Contractor pay in the event of loss.

8. Fees:

An initial Application Fee of One Thousand Dollars (\$1,000.00) will be assessed for each crossing, payable upon the execution of the Permit. In addition, the permit holder shall pay to the Commission a fee of Two Thousand Dollars (\$2,000.00) every ten years, which shall be paid to the Commission in advance for the following ten-year period.

The administrative fee for the second ten-year period and each succeeding ten-year period shall be increased based upon the Consumer Price Index for the preceding ten years, but in any event, the increase shall not be less than 20% per ten-year period.

No work shall commence until all fees are received by the Commission.