



OHIO TURNPIKE AND INFRASTRUCTURE COMMISSION

APPLICATION FOR A PERMIT TO OPERATE LONG COMBINATION
VEHICLES (LCV's) FOR TRIPLE TRAILER COMBINATIONS
IN EXCESS OF 90 FEET IN LENGTH ON THE OHIO TURNPIKE

The _____
(Name of Company)

(Home Office Address)

hereby makes application for a Permit to operate triple trailer combinations (“Triple”), subject to the following conditions:

1. A Triple shall consist of a tractor, a semi-trailer, a dolly, a second semi-trailer, a dolly and a third semi-trailer. The minimum and maximum length dimensions, weight and weight distribution of a Triple are provided in the Provisions which are attached hereto and made a part hereof as specific requirements of operating pursuant to this Permit.

2. The vehicles and equipment used by the Permit Holder must be approved by the Commission, prior to operating on the Ohio Turnpike, which reserves the right to withdraw such permission at any time.

3. A Triple must be driven only by drivers certified by the Commission. Driver qualifications are described in the Provisions. Drivers must carry identification cards issued by the Commission and be able to produce them when requested by any police officer, toll collector, or administrative employee of the Commission.

4. The Permit Holder shall and does agree to defend, indemnify, protect and hold harmless the Commission, its officers, agents, employees, and representatives from and against all suits, claims, causes of action, losses, judgments, damages (including incidental and consequential damages), costs and expenses (including attorneys’ fees and all other costs of defense) of any nature, kind or description, which (i) arise out of, are caused by or result from any, error or omission to act of the Permit Holder, its principals, employees, subcontractors and agents in the performance of this Agreement, and (ii) are attributable in any manner to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or damage or destruction of property. This agreement of defense, indemnity and hold harmless shall survive expiration or termination of this Permit. Nothing herein contained shall require the Permit Holder to reimburse the Commission for acts or omissions caused by the sole negligence of the Commission.

5. The Permit Holder shall purchase and maintain at its own expense, or cause to be purchased and maintained the insurance as specified below. Permit Holder shall require comparable coverages and limits of any subcontractor Permit Holder engages. Commercial General Liability coverage shall be purchased and maintained so long as the Permit is in effect; Commercial Auto and Ohio Workers’ Compensation, Employers Liability coverages shall be purchased and maintained during any and all operations. Required coverages and limits of liability of not less than the following:

- a. Commercial General Liability, including contractual liability, coverage as respects independent contractors, operating mobile equipment, and products and completed operations.

\$5,000,000	General Aggregate
\$5,000,000	Products/Completed Operations Aggregate
\$5,000,000	Occurrence Limit, Bodily Injury and Property Damage
\$5,000,000	Occurrence Limit, Personal and Advertising Injury

- b. Commercial Auto Liability, including Owned, Hired and Non-Owned Auto Liability coverage, \$5,000,000 Combined Single Limit, Bodily Injury and Property Damage; and include or be endorsed with standard industry forms MCS-90 and CA 99 48.

The Commercial General Liability Insurance limit and Auto Liability Insurance limit requirements may be satisfied by the purchase and maintenance of any combination of primary, Excess and/or Umbrella insurance.

- c. Ohio Workers' Compensation with statutory limits. Employers Liability \$1,000,000 bodily injury each accident, \$1,000,000 bodily injury disease each employee and aggregate.
- d. Commission and its members, officers, administrators, employees, representatives, and agents shall be included as additional insureds on Permit Holder's Commercial General Liability and Automobile policy(ies), and its Excess/Umbrella Liability policy shall follow primary coverages. The extent of the additional insured coverage afforded shall be no less broad than that provided under ISO Form CG 20 26 11/85 for General Liability and Umbrella/Excess Liability, ISO Form CA 20 48 02/99 for Auto Liability, or substitute forms providing equivalent coverage, (including the combination of CG 20 10 10/01 and CG 20 37 10/01 for General Liability). Permit Holder's Umbrella and Excess liability insurance must provide primary additional insured status for the required additional insureds to ensure that all of Permit Holder's liability insurance, including all Umbrella or Excess insurance, applies and is exhausted prior to the insurance, self-insurance, or self-funding arrangement of Commission.
- e. Prior to commencing operations, during the term of this Agreement and for a period of twenty-four consecutive months thereafter, Permit Holder shall submit to Commission a certificate of insurance, and a copy of the policy provisions and policy endorsements granting the additional insured status required in this Agreement, and if requested by Commission, original copies of the complete policies, including all endorsements evidencing the effectiveness of the foregoing insurance policies. In the event of cancellation or expiration of any required policy, a thirty (30) day advance notice thereof shall be given to the Commission.

The Description of Operations box on all certificates shall state the following:

Ohio Turnpike and Infrastructure Commission and its officers, employees, board members, and agents are additional insureds under the General Liability and Auto Liability coverages according to the terms as required by written contract between the insured and the certificate holder. A waiver of subrogation applies in favor of the certificate holder and their officers, employees, board members, and agents, with respect to the policies specified in this certificate. The Umbrella/Excess insurance specified above attaches above the General Liability and Auto Liability coverage. Long combination vehicles are covered under insured's policies. The policies shall be primary and non-contributory.

- f. The insurance coverage to be purchased and maintained by Permit Holder shall be primary to any insurance, self-insurance, or self-funding arrangement maintained by Commission, which shall not contribute therewith, and there shall be severability of interests under the insurance policies required by this Permit for all coverages provided under said insurance policies and otherwise provide cross liability coverage. Permit Holder shall be responsible for deductibles or retentions in its policies.
- g. Commission and Permit Holder each hereby waives, and shall cause its insurers to waive, any and all rights of recovery against the other, its officers, members, agents, contractors and employees to the extent any loss or damage is covered by proceeds received from insurance carried by the other party. This mutual waiver shall be in addition to, and not in limitation or derogation of, any other waiver or release contained in this Agreement.

- h. Upon Permit Holder's knowledge of any actual or alleged incident, or third-party claim relating in any way to the Permit and/or operations thereunder which may result in or give rise to a claim against, liability imposed upon, or loss suffered by Permit Holder or Commission which may exceed Ten Thousand Dollars (\$10,000), Permit Holder shall immediately provide Commission with written notice of such matter with reasonable detail. The types and limits of insurance to be purchased and maintained by Permit Holder or any subcontractor pursuant to this Permit shall not be deemed to constitute a limitation of Permit Holder's liability or indemnification obligations owed Commission. If at any time Permit Holder purchases and maintains insurance with limits of liability greater than those specified in this Permit, then those limits shall apply and they shall exist as if the applicable required limits of liability specified above were such greater limits of liability currently existing for Permit Holder.

6. Triple operations may be temporarily suspended by the Commission when road, or traffic conditions so warrant.

7. A Triple covered under a Permit shall be made up and broken up on the Ohio Turnpike only in special assembly areas assigned to the Permit Holder by the Commission. The Commission reserves the right to control use of the assembly areas. The Permit Holder assumes all responsibility for its vehicles and equipment, as well as the contents, while such vehicles and equipment are parked or standing in a makeup-breakup area. If the Permit Holder wishes to use the Ohio Turnpike assembly areas, they shall submit a Request to use OTIC Long Combination Vehicle (LCV) Assembly Areas application prior to using any of the assembly areas.

8. A Permit to operate a Triple in excess of 90 feet in length on the Ohio Turnpike is revocable by the Ohio Turnpike and Infrastructure Commission at will; it confers no property right on the Permit Holder or anyone else. The Ohio Turnpike and Infrastructure Commission reserves the right to amend or repeal the provisions pursuant to which a Permit is issued.

9. Causes which may result in the revocation of this Permit include: (a) failure of the Permit Holder to comply with any of the aforementioned conditions or requirements, or those included in the Provisions which are attached hereto; (b) failure of the Permit Holder to observe all of the rules and regulations and procedures of the Ohio Turnpike and Infrastructure Commission; (c) failure of the Permit Holder to operate a Triple on the Ohio Turnpike for a period of six consecutive months; (d) using assembly areas not specifically authorized by this Permit; and (e) any other reason when it is deemed to be in the best interest of the Commission.

10. Transportation of Division 1.1, 1.2, and 1.3 Explosives as defined in 49 CFR 173.50, Division 2.3 Gas, Poisonous by Inhalation, as defined in 49 CFR 173.115, Division 6.1 Poisonous Materials as defined in 49 CFR 173.132 and included in Table 1 of 49CFR 172.504(e), and Class 7 Radioactive Materials as defined in 49 CFR 173.403 is prohibited in a Triple in quantities that require placarding of any trailer. Other DOT regulated hazardous materials may be transported in quantities that require placarding of individual trailers provided the said materials are not placed in more than two of the three trailers and the said materials are not placed in the third (rear) trailer unless doing so is necessary to comply with the weight coupling requirements of Section V, Paragraph 3 of the Provisions. All DOT regulated hazardous materials transported in quantities below the threshold for which placarding is required may be transported in any trailer of a Triple.

The undersigned makes application for a Permit with the full knowledge and understanding of the terms and conditions of such Permit as set forth above.

Date: _____

Company: _____
Permit Holder

By: _____

Title: _____

USDOT #: _____

Attach evidence of "Satisfactory" Safety Rating as assigned by Federal Motor Carrier Safety Administration.

This Permit is hereby issued with the understanding that the Commission may at any time require resubmission of applications with respect to the Permit itself, or any equipment or drivers approved for the operation of a Triple hereunder, as a condition of the continuation of this Permit. Unless terminated by the Commission, this Permit will terminate upon the expiration of the Commission's authority to issue such Permits. Any notice of revocation shall be effective when mailed to any address furnished to the Commission by the Permit Holder.

Dated this _____ day of _____, 20____

OHIO TURNPIKE AND INFRASTRUCTURE COMMISSION
APPROVED:

By: _____
Commission Counsel

By: _____
Executive Director

The Permit Holder certifies that all of the vehicles and equipment used pursuant to this Permit are obtained, inspected and maintained in strict accordance with the directives, rules or regulations promulgated by any governmental agency properly having jurisdiction.

Company

Title

Print Name

Signature

Revised 01/15/20