

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

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

TO: Chief Engineer
Ohio Turnpike and Infrastructure 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 and Infrastructure Commission of all liabilities and costs that may be incurred during the construction or life span of the project.

THE COMMISSION 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 performed by the Ohio Turnpike Maintenance Department, during times of low traffic volume. Highway Patrol services for rolling road blocks or traffic control will be arranged by the Ohio Turnpike. Rolling road blocks, if necessary, will only be permitted between the hours of 12:00 a.m. and 5:00 a.m., or as otherwise approved by the Chief Engineer. All cost of these services will be billed to the permit holder.

7. Permit Insurance Requirements:

A. Permit Holder shall purchase and maintain at its own expense, or cause to be purchased and maintained the following insurance as specified below and shall comply with the following requirements. All insurance required hereunder shall apply to and cover loss or liability caused by, arising out of, or resulting from the work performed or required to be performed, by or on behalf of Permit Holder hereunder. Permit Holder shall require comparable coverages and limits of any subcontractor Permit Holder engages. Commercial General Liability and Pollution Legal Liability coverages 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 work, construction, installation, maintenance, field work, inspections, or service (collectively "work"). Required coverages and limits of liability of not less than the following:

B. Commercial General Liability, including contractual liability, coverage as respects independent contractors, operating mobile equipment, and products and completed operations. Coverage shall apply on a per project basis.

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

C. Commercial Auto Liability, including Owned, Hired and Non-Owned Auto Liability Coverage, \$5,000,000 Combined Single Limit, Bodily Injury and Property Damage.

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.

D. 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. Self-insurance is permitted provided Permit Holder submits proof of excess Workers' Compensation insurance on the evidence of insurance issued.

E. Pollution Legal Liability (Contractors Pollution Legal Liability), covering liability arising out of or relating to work performed under this Permit, or which should have been performed, by or on behalf of Permit Holder and/or any subcontractor, including coverage for claims alleging bodily injury and/or property damage, and claims for the clean-up, response, or remediation of any location contaminated, polluted or otherwise affected as a result of or arising from Permit Holder's and/or its subcontractors' performance of work under this Permit.

\$1,000,000	Bodily injury and property damage, third-party claims, each occurrence, annual aggregate
\$1,000,000	Clean up, response and remediation on-site, each occurrence, annual aggregate

F. Railroad Protective Liability. If work involves construction or demolition operations at or near railroad property (i.e., within fifty (50) feet of such property), Permit Holder shall purchase and maintain in force Railroad Protective Liability covering liability and damages arising out of or resulting from Permit Holder's or its subcontractor's work rendered, or which should have been rendered, in relation to this Permit, with limits of liability of not less than \$2,000,000 per claim, \$4,000,000 annual aggregate. Such limits of liability shall apply separately for each annual period for all damages arising out of bodily injuries to or death of one or more persons and all damages arising out of injury to or destruction of

property. The railroad authority shall be the named insured under the Railroad Protective Liability insurance. Such policy shall be written using ISO Form Number CG 00 35 01 07 98 and Pollution Exclusion Amendment Form CG 28 31 07 98, or other form(s) providing equivalent coverage. Such coverage shall be purchased and maintained for so long as required by the railroad authority and may be satisfied by a standalone policy or by endorsement to the General Liability policy.

- G. Additional Insureds. 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). All coverage required by this Permit, including without limitation, the additional insured coverage afforded under Permit Holder's policies, shall include both ongoing operations (work in progress) and completed operations (completed work). 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 or any additional insureds.
- H. Primary Coverage. 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 or any other additional insureds required by any of them to be included, 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.
- I. Evidence of Insurance. Permit Holder shall submit to Commission as part of its Permit application, annually after the Permit effective date, and periodically upon Commission request, an Acord certificate(s) evidencing the effectiveness of the insurance policies required herein together with copies of endorsement(s) and/or policy provisions granting additional insured status as required herein. Permit Holder shall, within thirty (30) days of Commission's request during the term of this Permit, provide Commission with a full and complete copy of all insurance policies purchased and maintained by Permit Holder pursuant to this Permit.
- J. Notice of Occurrence; No Limitation. Upon Permit Holder's knowledge of any actual or alleged incident, or third-party claim relating in any way to the Permit and/or work 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.
- K. Termination. All insurance required of Permit Holder shall be effective and protect against liabilities asserted against Permit Holder and/or Commission irrespective of when or where such claim is asserted or whether this Permit is terminated or otherwise expires.

8. Fees:

The Permit Holder shall pay to the Commission (a) One Thousand Five Hundred Dollars (\$1,500.00) ("Application fee") due upon application for this Permit; and (b) Three Thousand Dollars (\$3,000.00) ("Administrative Fee") every ten years, which shall be paid to the Commission in advance of each ten-year period. The first Administrative Fee shall be payable to the Commission upon execution of this Permit, and the Administrative Fee shall be payable every ten years thereafter; provided, however that the Administrative Fee for each ten-year period succeeding the previous ten-year period shall be increased based by the same percentage of inflation as determined by the Consumer Price Index (CPI) for the preceding ten years. Failure to pay such Administrative Fee shall automatically terminate the Permit Holder's right to maintain its utility crossing the Turnpike.