

ORIGINAL TITLE PAGE

ICC ACEH 101-D  
Cancels and Replaces  
ICC ACEH 101- C

**Ace Doran LLC**  
**d/b/a: Ace Doran Hauling & Rigging Co.**

TARIFF

NAMING

RULES AND REGULATIONS

APPLICABLE IN CONNECTION WITH TRAFFIC MOVING AT RATES  
PUBLISHED IN TARIFFS, CONTRACTS OR SCHEDULES MAKING REFERENCE HERETO

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For reference to Governing Publications, see Item 10.

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ISSUED BY:  
James E. Collins, President, Ace Doran Hauling & Rigging Co. 1601 Blue Rock St. Cincinnati OH 45223

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(C) - Change

(N) - NEW

(Concluded on following page)

For explanation of abbreviations and references, see last page of tariff.

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(N) - NEW

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**INSURANCE SURCHARGE**

Rates in all Tariffs and Schedules making reference hereto include the Insurance Surcharge.

**RULES AND REGULATIONS****ITEM 10****GOVERNING PUBLICATIONS**

This Tariff is governed by the Household PC Miler (ALK Associates, LLC) latest release including revisions, changes or reissues thereto.

**ITEM 20****ACCEPTANCE OF FREIGHT - RESTRICTIONS GOVERNING**

The publication of rates does not obligate the Carrier to accept shipments that cannot be loaded or transported in or on the equipment ordinarily operated in the service of the Carrier or to transport shipments contrary to the provisions of laws or regulations governing the transportation of property, the use of vehicles or the use of highways.

**ITEM 30****ADVANCING CHARGES**

Carrier, acting as agent of the Shipper, Consignee and/or Owner of the freight, may advance for collection from Shipper, Consignee and/or Owner of cargo the lawful charges of connecting air, motor Carrier, rail and/or water Carriers as well as storage and/or other lawful charges for property stored in public warehouse and/or other storage, including but not limited to docks, piers, wharfs, stevedore charge and/or fees, in bond and/or custom house charges, as well as charges paid by Carrier for any reason for which service rendered incidental to the transportation of any shipment. The charge for advancing monies under this ITEM shall be 20% of the advance, subject to a minimum charge of \$100.00 per advance.

**ITEM 40****ALTERNATIVE APPLICATION OF RATES AND WEIGHTS**

Where different rates on the same article or articles, based on different minimum weights, are provided in the same section of a tariff, the lowest charge obtainable under the different rates, and minimum weight thereto (or actual weight if greater) will be applied, except as otherwise specifically provided.

**ITEM 45****Application of Rates – Definition of Territorial Groups**

**Except where a specific rate is named FROM or TO points or counties listed below, or FROM or TO a point within a county listed below, or Zip to Zip, rates applicable TO or FROM a named group ("GP") shall be considered as also applicable in connection with the points or counties listed under group headings as indicated below.**

For explanation of abbreviations and references, see last page of tariff.

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Buffalo GP NY Points VIZ:	Chicago GP IL Points , VIZ:	Cincinnati GP OH Points, VIZ:	Cleveland GP OH Points, VIZ:	Cleveland GP OH Points, VIZ:	Detroit GP MI Points, VIZ:
Amherst Athol Springs Bayview	Oak Brook University Park Wood Dale	Amelia Batavia Blue Ash	Avon Avon Lake Bay Village	Olmstead Falls Parma Parma Heights	East Detroit Ecorse Ferndale Ford Motor Co Plant (Beach-
Blasdell	Chicago GP IN Points, VIZ:	Cheviot	Beachwood	Rocky River	Daley and Penn-
Buffalo	Burns Harbor	Cincinnati	Bedford	Seven Hills	Sylvania Roads,
Cheektowaga	East Chicago	Cleves	Bedford Heights	Shaker Heights	Brownstown
Depew	Gary	Deer Park	Berea	Sheffield	Township, Wayne
Hamberg	Grasselli	Elmwood Place	Bratenahl	Solon	CY) site of
Harriet	Griffith	Evendale	Brecksville Broadview Heights	South Euclid	
Kellogg	Hammond	Fairfax (Hamilton CY)	Brooklyn Brooklyn Heights	Strongsville	Grosse Pointe
Kenmore	Indiana Harbor	Fernald	Brookpark	Twinsburg University Heights	Hamtramck
Lackawanna	Miller	Forest Park	Cleveland Cleveland	Valley City	Harper Woods
Lancaster	Munster	Glendale	Heights Cuyahoga Heights	Valley View	Hazel Park
Lockport	Portage	Greenhills		Walton Hills	Highland Park
Niagara Falls	Schereville	Harrison Lincoln Heights		Westlake	(Wayne CY)
N. Tonawanda	Whiting	(Hamilton CY)	East Cleveland	Warrensville Heights	Inkster
Sloan	Bellevue	Lockland	Elyria	Wickliffe	Lincoln Park
Tonawanda				Detroit GP MI Points, VIZ:	Livonia
West Seneca	Bromley	Madeira	Euclid	Allen Park	Madison Heights
Williamsville	Covington	Mariemont	Garfield Heights	Belleville	Melvindale
Woodlawn	Dayton	Miamitown	Gates Mills		Mercury Plastic CO
Chicago GP IL Points , VIZ:	Erlanger	Milford	Independence	Berkley	(Clinton Township), site of
Addison	Florence	Montgomery	Lakewood	Center Line	Oak Park
Bensenville	Fort Mitchell	Mount Healthy	Linndale	Chrysler Corp. Plant (	(Oakland CY)
Cook County (all)	Fort Thomas	Newtown	Lorain	Allen &	Redford Township
Elk Grove Village	Ludlow	North Bend	Liverpool Industrial	Pennsylvania Roads,	River Rouge
Frankfort	Newport	Norwood	Park Site (Cuyahoga CY)	Browns- town	Romulus
Hinsdale	Park Hills	Reading (Hamilton CY)	Lyndhurst	Township, Wayne CY)	Roseville
Joliet	Southgate	Rossmoyne	Maple Heights	site of:	Royal Oak
Lockport	Wilder			Dearborn Dearborn	Southfield
Mokena		Sharonville	Mayfield Heights	Heights	Southgate
		St. Bernard	Medina	Detroit	Sterling Heights
		Silverton	Middleburgh	Detroit Metro	Taylor
		Springdale (Hamilton CY)	Heights Newburgh Heights	airport (near Romulus)	Trenton
		Wyoming	North Olmstead	Site of:	Warren
			North Randall		Wayne
			North Royalton		Westland
			Olmstead		Wyandotte

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Houston GP TX Points, VIZ:	Houston GP TX Points, VIZ:	Philadelphia GP PA Points, VIZ:	Philadelphia GP PA Points, VIZ:	St. Louis GP IL Points, VIZ:	St Louis GP MO Points, VIZ:
Almedia	West Junction	Cornwell Heights	Norwood	East St Louis	Glendale
Alvin	West University	Crum Lynn	Oakford	Fairmont City	Grantwood Village
Bayport	Place	Darby	Oak Lane	Federal	Hazelwood
Baytown	Philadelphia GP NJ Points VIZ:	Drexel Hill	Penn Valley	Granite City	Huntleigh
Baytown (Plant site of US Steel located near Baytown)	Camden	East Lansdowne	Philadelphia	Hartford	Jefferson Barracks
Bellaire	Cherry Hill	Eddington	Philmont	Madison	Jennings
Channelview	Delair	Eddystone	Ridley Park	Nameoki	Kirkwood
Clinton	Gloucester City	Edge Hill	Rockledge	National City	Ladue
Cloverleaf	Merchantville	Elkins Park	Rosemont	Roxana	Lambert Airport
	Morrisville	Erdenheim	Roslyn	Venice	Lemay
	Palmra (				
	Burlington	Essington	Rydal	Washington Park	Luxenburg
	County)	Featerville	Secane	Wood River	Maplewood
Deepwater	Pennsauken	Flourtown	Sharon Hill	St. Louis GP MO Points VIZ:	Maryland heights
Deep Park	Wood Lynne	Folcroft	Siles	Affton	Mehlville
Dumont (South Houston)	Philadelphia GP PA Points. VIZ:	Folsom	Swarthmore	Arbour Terrace	Normandy
	Abington	Glenside	Trainer	Bellefontaine	Northwoods
Galena	Aldan	Haverford	Trevose	Neighbors	Olivette
Galens Park	Andulusia	Holmes	US Navy Supply	Berkeley	Old Orchard
Genoa	Ardmore	Huntingdon	Depot	Beverly Hills	Overland
Greens Bayou	Bala-Cynwyd	Valley	Upper Darby	Breckenridge	Pagedale
Harrisburg	Bensalen	Jenkintown	Villanova	Hills	Pine Lawn
Highlands	Bethayres	La Mott	Wayne	Brentwood	Prospect Hill
Houston	Bryn Mawr	Lansdowne	Willow Grove	Bridgetown	Richmond Heights
Humble	Chester	Lester	Woodlyn	Carondelet	Robertson
Jacinto City	Clinton Heights	Linwood	Wyncote	Carsonville	Rock Hill
La Porte	Collingdale	Manoa	Wynnewood	Clayton	Sappington
Missouri City	Colwyn	Marcus Hook	Yeadon	Cool Valley	Shrewsburg
		Meadowbrook		Crestwood	
Pasadena		Merwood	St Louis GP IL Points, VIZ:	Dellwood	St. Johns
Pearland		Millmont Park	Alton	Fenton	St Louis
Stafford		Morton	Belleville	Ferguson	University City
Strang		Narberth	East Alton	Florissant	Velda Village
		Neshaminy			Vinita Park
		Noble			Webster Groves
					Wellston

For explanation of abbreviations and references, see last page of tariff.

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## RULES AND REGULATIONS

ITEM 50 (**Change**)

## BILLS OF LADING (General)

Shipments moving under rates published in Contracts, Schedules or Tariffs, either governed by this tariff or making general reference to this tariff, will be governed by the terms and conditions as set forth in the contract first, tariff rules second and the STRAIGHT BILL OF LADING -- SHORT FORM in the substantial form as set forth in Item 55 and Item 57.

Upon request, a Straight Bill of Lading -- Short Form will be furnished either (1) by copy if request is prior to movement of the shipment; or (2) an original, if requested at time of shipment. The Carrier will be responsible for filling in the proper information supplied by the Consignor.

The name and address of only one Shipper and one Consignee and one destination for each shall appear on a Shipping Order or Bill of Lading. When shipments are consigned to a place of which there are two or more of the same name in the same state **or province, the zip code or postal code** must be shown.

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**RULES AND REGULATIONS****ITEM 55****BILLS OF LADING – FORMS**

For explanation of abbreviations and references, see last page of tariff.

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**BILL OF LADING - CONTRACT TERMS AND CONDITIONS**

Section 1. (a) The carrier or party in possession of any of the property herein described shall be liable as at common law for any loss thereof or damage thereto, except as hereinafter provided.

(b) No carrier or party in possession of all or any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by the act of God, the public enemy, the authority of law, the act or default of the shipper or owner, or resulting from a defect or vice in the property. Except in case of negligence of the carrier or party in possession (and the burden to prove freedom from such negligence shall be on the carrier or party in possession), the carrier shall not be liable for loss, damage, or delay occurring while the property is stopped and held in transit upon the request of the shipper, owner or party entitled to make such request; or delay caused from faulty or impassable roadway or from refusal of permitting or routing by state regulatory agency.

Section 2. (a) No carrier is bound to transport said property in time for any particular market or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination.

(b) In all cases not prohibited by law, where a lower value than actual value has been represented in writing as the released value of the property, including by use of the following statement: "UNLESS A GREATER VALUE IS DECLARED, SHIPPER HEREBY RELEASES THE VALUE TO \$2.50 (\$1.00 FOR USED GOODS) PER POUND, PER ARTICLE, NOT TO EXCEED \$100,000.00 PER TRUCKLOAD" on the face of the bill of lading without declaration of a greater amount by the Shipper in the space provided on the face of the bill of lading, such lower released value, plus freight charges if paid, shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence of carrier.

Section 3. (a) As a condition precedent to recovery, claims must be filed in writing with a participating carrier within nine (9) months after delivery of the property or, in the case of failure to make delivery, within nine (9) months after a reasonable time for delivery has elapsed.

(b) Suits shall be instituted against any carrier only within two years and one day from the day when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier hereunder shall be liable, and such claims will not be paid.

(c) Any carrier or party liable on account of loss of or damage to any of said property shall have the full benefit of any insurance that may have been effected, upon or on account of said property; so far as this shall not void the policies or contracts of insurance; Provided, that the carrier reimburse the claimant for the premium paid thereon.

Section 4. (a) Property not accepted by the consignee, after notice of the arrival of the property at destination has been duly sent or given, may be kept subject to the tariff charge for storage and the carrier's liability shall then become that of a warehouseman only or at the option of the carrier, may be stored in a public or licensed warehouse at the sole cost of the owner, and there held without liability on the part of the carrier, and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage.

(b) Where nonperishable property is refused at destination by the consignee or where the consignee fails to receive it within 15 days after notice of arrival shall have been duly sent or given, the carrier may sell same at public auction to the highest bidder, at such place as may be designated by the carrier.

(c) Where perishable property which has been transported to destination and the consignee or party entitled to receive it has failed to receive it promptly, the carrier may in its discretion, to prevent deterioration, sell the same to the best advantage at private or public sale.

(d) Where the procedure provided for in the two paragraphs last preceding is not possible or elected, it is agreed that nothing contained in said paragraphs shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law.

(e) The proceeds of any sale made under this section shall be applied by the carrier to the payment of freight, demurrage, storage, and any other lawful charges and the expense of notice, advertisement, sales, and other necessary expense and of caring for and maintaining the property; if proper care of the same requires special expense. If there is a balance remaining after all charges and expenses are paid, such balance will be paid to the owner of the property sold hereunder.

Section 5. No carrier hereunder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classifications or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed hereon.

Section 6. Every party, whether principal or agent, shipping explosives or dangerous goods, without prior full written disclosure to the carrier of their nature, shall be liable for and indemnify the carrier against all loss or damage caused by such goods, and such goods may be warehoused at owner's risk and expense or destroyed without compensation.

Section 7. (a) The consignor or consignee shall be liable and shall pay the freight and all other lawful charges accruing on said property. The consignor shall be liable for the freight and all other lawful charges unless the consignor stipulates, by signature in the place provided for that purpose on the face of this bill of lading, that the carrier shall not make delivery without requiring payment of such charges and the carrier, contrary to such stipulation, makes delivery without requiring such payment.

(b) The consignee becomes liable for freight charges upon receipt of the goods unless the consignee is an agent only and had no beneficial title in said property; and prior to delivery has notified the delivering carrier of these facts.

(c) Nothing herein shall limit the right of the carrier to require at time of shipment the prepayment or guarantee of the charges. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the freight charges must be paid upon the articles actually shipped.

Section 8. If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature to the prior bill of lading as to the statement of a value or otherwise, as to the election of common law or bill of lading liability in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.

Section 9. (a) All surface transportation provided under this bill shall be subject to federal statute and common law otherwise applicable to regulated interstate shipments. U.S. statutes and regulations shall apply unless otherwise provided hereunder or waived by other signed written agreement with carrier.

(b) If all or any part of said property is carried by water, over any part of said route, and loss, damage, or injury to said property occurs while it is in the custody of the carrier by water, the liability of such carrier shall be determined by the applicable bill of lading and under laws and regulations applicable to transportation by water (e.g. Carriage of Goods By Sea Act [COGSA]).

For explanation of abbreviations and references, see last page of tariff.

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(b) No carrier or party in possession of all or any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by the act of God, the public enemy, the authority of law, the act or default of the shipper or owner, or resulting from a defect or vice in the property. Except in case of negligence of the carrier or party in possession (and the burden to prove freedom from such negligence shall be on the carrier or party in possession), the carrier shall not be liable for loss, damage, or delay occurring while the property is stopped and held in transit upon the request of the shipper, owner or party entitled to make such request, or delay caused from faulty or impassible roadway or from refusal of permitting or routing by state regulatory agency.

Section 2. (a) No carrier is bound to transport said property in time for any particular market or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination.

(b) In all cases not prohibited by law, where a lower value than actual value has been represented in writing as the released value of the property, including by use of the following statement: "UNLESS A GREATER VALUE IS DECLARED, SHIPPER HEREBY RELEASES THE VALUE TO \$2.50 (\$1.00 FOR USED GOODS) PER POUND, PER ARTICLE, NOT TO EXCEED \$100,000.00 PER TRUCKLOAD" on the face of the bill of lading without declaration of a greater amount by the Shipper in the space provided on the face of the bill of lading, such lower released value, plus freight charges if paid, shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence of carrier.

Section 3. (a) As a condition precedent to recovery, claims must be filed in writing with a participating carrier within nine (9) months after delivery of the property or, in the case of failure to make delivery within nine (9) months after a reasonable time for delivery has elapsed.

(b) Suits shall be instituted against any carrier only within two years and one day from the day when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier hereunder shall be liable, and such claims will not be paid.

(c) Any carrier or party liable on account of loss of or damage to any of said property shall have the full benefit of any insurance that may have been effected, upon or on account of said property, so far as this shall not void the policies or contracts of insurance; Provided, that the carrier reimburse the claimant for the premium paid thereon.

Section 4. (a) Property not accepted by the consignee, after notice of the arrival of the property at destination has been duly sent or given, may be kept subject to the tariff charge for storage and the carrier's liability shall then become that of a warehouseman only or at the option of the carrier, may be stored in a public or licensed warehouse at the sole cost of the owner, and there held without liability on the part of the carrier, and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage.

(b) Where nonperishable property is refused at destination by the consignee or where the consignee fails to receive it within 15 days after notice of arrival shall have been duly sent or given, the carrier may sell same at public auction to the highest bidder, at such place as may be designated by the carrier.

(c) Where perishable property which has been transported to destination and the consignee or party entitled to receive it has failed to receive it promptly, the carrier may, in its discretion, to prevent deterioration, sell the same to the best advantage at private or public sale.

(d) Where the procedure provided for in the two paragraphs last preceding is not possible or elected, it is agreed that nothing contained in said paragraphs shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law.

(e) The proceeds of any sale made under this section shall be applied by the carrier to the payment of freight, demurrage, storage, and any other lawful charges and the expense of notice, advertisement, sales, and other necessary expense and of caring for and maintaining the property, if proper care of the same requires special expense. If there is a balance remaining after all charges and expenses are paid, such balance will be paid to the owner of the property sold hereunder.

Section 5. No carrier hereunder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classifications or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed hereon.

Section 6. Every party, whether principal or agent, shipping explosives or dangerous goods, without prior full written disclosure to the carrier of their nature, shall be liable for and indemnify the carrier against all loss or damage caused by such goods, and such goods may be warehoused at owner's risk and expense or destroyed without compensation.

Section 7. (a) The consignor or consignee shall be liable and shall pay the freight and all other lawful charges accruing on said property. The consignor shall be liable for the freight and all other lawful charges unless the consignor stipulates, by signature in the place provided for that purpose on the face of this bill of lading, that the carrier shall not make delivery without requiring payment of such charges and the carrier, contrary to such stipulation, makes delivery without requiring such payment.

(b) The consignee becomes liable for freight charges upon receipt of the goods unless the consignee is an agent only and had no beneficial title in said property, and prior to delivery has notified the delivering carrier of these facts.

(c) Nothing herein shall limit the right of the carrier to require at time of shipment the prepayment or guarantee of the charges. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the freight charges must be paid upon the articles actually shipped.

Section 8. If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature to the prior bill of lading, as to the statement of a value or otherwise, as to the election of common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.

Section 9. (a) All surface transportation provided under this bill shall be subject to federal statute and common law otherwise applicable to regulated interstate shipments. U.S. statutes and regulations shall apply unless otherwise provided hereunder or waived by other signed written agreement with carrier.

(b) If all or any part of said property is carried by water, over any part of said route, and loss, damage, or injury to said property occurs while it is in the custody of the carrier by water, the liability of such carrier shall be determined by the applicable bill of lading and under laws and regulations applicable to transportation by water (e.g. Carriage of Goods By Sea Act [COGSA]).

**RULES AND REGULATIONS**

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**RULES AND REGULATIONS****ITEM 58(Cancel)****BILL OF LADING – DISTRIBUTION OF COPIES**

Provisions formerly published in this Item are hereby canceled.

**ITEM 60****CIRCUITOUS ROUTING - SPECIFIC COMMODITY RATES**

Specific commodity rates (other than distance commodity rates) will not apply on permit loads or shipments subject to conditions as described in NOTE A, when the required route of movement exceeds 120 per cent of the short line mileage see Item 280 for method of determining miles.

When Shipper or Consignee requests transportation over a particular route, longer than the shortest route, the longer distance shall be used as provided in Item 280 whenever distance rates are applicable. When specific commodity rates (rates other than distance rates) apply, the original line haul charge divided by the original miles will be used to determine the rate per mile per truck will be assessed for all distances exceeding the shortest highway miles from origin to destination of the shipment.

**NOTE A** - When due to Act of God, Public Enemy, Riots or Insurrections, highways are impassable and/or when bridges, ferries, tunnels or roads are closed by governmental authorities for rebuilding, repair or frost laws, force majeure or for other reasons requiring Carrier to detour.

For explanation of abbreviations and references, see last page of tariff.

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James E. Collins, President, Ace Doran Hauling &amp; Rigging Co. 1601 Blue Rock St. Cincinnati OH 45223

## RULES AND REGULATIONS

### ITEM 70

#### CLAIMS - APPLICABILITY OF REGULATIONS (See NOTE A)

The regulations set forth in Items 80 thru 130 shall govern the processing of claims for loss, damage, injury or delay to property transported or accepted for transportation, in Interstate or Foreign Commerce, subject to the Termination of Interstate Commerce Act (TICA).

NOTE A -- Carrier will not be liable regarding structural defects on the commodities hauled.

### ITEM 80

#### CLAIMS - FILING OF

(a) **CLAIMS IN WRITING REQUIRED** - A claim for loss, damage, injury or delay to cargo shall not be voluntarily paid by a Carrier unless filed in writing, as provided in sub-paragraph (b) below, with the receiving or delivering Carrier, or Carrier issuing the Bill of Lading, or Carrier on whose line the alleged loss, damage, injury or delay occurred, within nine months after delivery of the shipment, or if unable to make delivery, within nine months after loss occurs or otherwise according to the Bill of Lading or other contract of carriage and all other Tariff or Schedule provisions applicable thereto.

(b) **MINIMUM FILING REQUIREMENTS** - A communication in writing from a claimant, filed with a proper carrier within the time limits specified in the Bill of Lading or contract of carriage for transportation, and (1) containing facts sufficient to identify the shipment (or shipments) of property involved, (2) asserting liability for alleged loss, damage, injury or delay and (3) making claim for the payment of a specified or determinable amount of money shall be considered as sufficient compliance with the provisions for filing claims embraced in the Bill of Lading or other contract of carriage.

(c) **DOCUMENTS NOT CONSTITUTING CLAIMS** - Bad order reports, appraisal reports of damage, notations of shortage or damage, or both, on freight bills, delivery receipts, or other documents, or inspection reports issued by Carriers or their inspection agencies, whether the extent of loss or damage is indicated in dollars and cents or otherwise, shall, standing alone, not be considered by Carriers as sufficient to comply with the minimum claim filing requirements specified in subparagraph (b) above.

(d) **CLAIMS FILED FOR UNCERTAIN AMOUNTS** - whenever a claim is presented against a proper Carrier for an uncertain amount, such as "\$100 more or less" the Carrier against whom such claim is filed shall determine the condition of the shipment involved at the time of delivery by it, if it was delivered, and shall ascertain as nearly as possible the extent, if any, of the loss or damage for which it may be responsible. It shall not, however, voluntarily pay a claim under such circumstances unless and until a formal claim in writing for a specified or determinable amount of money shall have been filed in accordance with the provisions of subparagraph (b) above.

(e) **OTHER CLAIMS** - If investigation of a claim develops that one or more other Carriers has been presented with a similar claim on the same shipment, the Carrier investigating such claim shall communicate with each such other Carrier and, prior to any agreement entered into between or among them as to the proper disposition of such claim or claims, shall notify all claimants of the receipt of conflicting or overlapping claims and shall require further substantiation, on the part of each claimant, of its title to the property involved or its rights with respect to such claim.

For explanation of abbreviations and references, see last page of tariff.

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## RULES AND REGULATIONS

### ITEM 90

#### CLAIMS - ACKNOWLEDGEMENT OF

Each Carrier shall, upon receipt in writing of a proper claim in the manner and form described in these regulations, acknowledge the receipt of such claim in writing to the claimant within 30 days after the date of its receipt by the Carrier unless the Carrier shall have paid or declined such claim in writing within 30 days of the receipt thereof. The Carrier shall indicate in its acknowledgement to the claimant what, if any, additional documentary evidence or other pertinent information may be required by it further to process the claim as its preliminary examination of the claim, as filed, may have revealed.

The Carrier shall at the time each claim is received create a separate file and assign thereto a successive claim file number and note that number on all documents filed in support of the claim and all records and correspondence with respect to the claim, including the written acknowledgement of receipt and, if in its possession, the shipping order and delivery receipt, if any, covering the shipment involved. At the time such claim is received the Carrier shall cause the date of receipt to be recorded on the face of the claim document and the date of receipt shall also appear in the Carrier's written acknowledgement of receipt to the claimant.

### ITEM 100

#### CLAIMS - INVESTIGATION OF

(a) **PROMPT INVESTIGATION REQUIRED** - Each claim filed against a Carrier in the manner prescribed herein shall be promptly and thoroughly investigated if investigation has not already been made prior to receipt of the claim.

(b) **SUPPORTING DOCUMENTS** - When as necessary part of an investigation, each claim shall be supported by the original Bill of Lading, evidence of the freight charges, if any, and either the original invoice, a photographic copy of the original invoice or an exact copy thereof, or an extract made there from, certified by the claimant to be true and correct with respect to the property and value involved in the claim; or certification of prices or values, with trade or other discounts, allowance or deductions of any nature what so ever and the terms thereof, or depreciation reflected thereon. Provided, however, that where the property involved in a claim has not been invoiced to the Consignee shown on the Bill of Lading or where an invoice does not show price or value, or where the property involved has not been sold, or where the property has been transferred at bookkeeping values only, the Carrier shall, before voluntarily paying a claim thereon, require the claimant to establish the destination value in the quantity shipped, transported, or involved and to certify the correctness thereof in writing.

(c) **VERIFICATION OF LOSS** - A prerequisite to the voluntary payment by a Carrier of a claim for loss of an entire package or an entire shipment shall be the securing by it of a certified statement in writing from the Consignee of the shipment involved that the property for which the claim is filed has not been received from any other source.

### ITEM 110 (Change)

#### CLAIMS - DISPOSITION OF

Each Carrier subject to the Interstate Commerce **Commission Termination** Act which receives a written claim for loss, damage, injury or delay to property transported shall pay, decline, or make a firm compromise settlement offer in writing to the claimant within 120 days after receipt of the claim by the Carrier. Provided, however, that if the claim cannot be processed and disposed of within 120 days after the receipt thereof, the Carrier shall at that time and at the expiration of each succeeding 60 day period while the claim remains pending, advise the claimant in writing of the status of the claim and the reason for the delay in making a final disposition thereof, and it shall retain a copy of such advice to the claimant in its claim file thereon.

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James E. Collins, President, Ace Doran Hauling & Rigging Co. 1601 Blue Rock St. Cincinnati OH 45223

## RULES AND REGULATIONS

### ITEM 120 (**Change**)

#### CLAIMS - OVERCHARGE (See NOTE A)

Overcharge Claims shall be presented on standard form for presentation of Overcharge Claims and must be supported by the following documents:

- (a) Original paid freight (expense) bill.
- (b) Original invoice or certified copy when claim is based on weight or valuation or when shipment has been improperly described.
- (c) Original Bill of Lading, if not previously surrendered to Carrier when shipment was prepaid or when claim is based on misrouting or valuation.
- (d) Weight certificate, or certified statement, when claim is based on weight.
- (e) Other facts obtainable in proof of overcharge claimed.

NOTE A - Overcharge Claims in the amount of **\$25.00** or less or on shipments rated "per mile" for mileages not exceeding **twenty five (25)** miles will not be processed.

### ITEM 130

#### CLAIMS - PROCESSING OF SALVAGE

Whenever material, goods or other property transported by a Carrier subject to the provisions herein contained is damaged or alleged to be damaged and is, as a consequence thereof, not delivered or is rejected or refused upon tender thereof to the Owner, Consignee or person entitled to receive such property, the Carrier, after giving due notice, whenever practicable to do so, to the Owner and other parties that may have an interest therein, and unless advised to the contrary after giving such notice, shall undertake to sell or dispose of such property directly or by the employment of a competent salvage agent. The Carrier shall only dispose of the property in a manner that will fairly and equally protect the best interests of all persons having an interest herein. The Carrier shall make an itemized record sufficient to identify the property involved so as to be able to correlate it to the shipment or transportation involved, and claim, if any, filed thereon. The Carrier also shall assign to each lot of such property a successive lot number and note that lot number on its record of shipment and claim, if any claim is filed thereon.

Whenever disposition of salvage material or goods shall be made directly to an agent or employee of a Carrier or through a salvage agent or company in which the Carrier or one or more of its directors, officers, or managers has any interest, financial or otherwise, that Carrier's salvage records shall fully reflect the particulars of each such transaction or relationship, or both, as the case may be.

Upon receipt of a claim on a shipment on which salvage has been processed in the manner hereinbefore prescribed, the Carrier shall record in its claim file thereon and lot number assigned, the amount of money recovered, if any, from the disposition of such property, and the date of transmittal of such money to the person or persons lawfully entitled to have received the same.

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## RULES AND REGULATIONS

### ITEM 140 (Change)

#### COD SHIPMENTS

Carrier will collect on delivery to Consignee for all COD shipments, by Money Order or Certified Check, **Cashier's Check, or Consignee's Company Check, (including electronic check), unless otherwise instructed by Shipper in writing and agreed to by Carrier**, subject to the following provisions and charges:

- (a) COD shipments will not be accepted or receipted for when billed to one firm or person with instructions to collect charges from another firm or person.
- (b) COD shipments will not be accepted with the privilege of examination or trial, or bearing instructions to make partial delivery.
- (c) The amount of COD bills for COD shipments must be collected at the same time such shipments are delivered to the Consignee.
- (d) Charges for collecting and remitting the amount of each COD bill shall be as follows:
  - (1) The charge for collecting COD will be \$14.00 per \$1000.00 collected.
  - (2) There will be a minimum charge of \$200.00 applied for COD collections.
- (e) Carrier will, upon written request from the Consignor, change the status of a COD shipment by increasing, reducing or canceling the amount of the COD, subject to the following provisions:
  - (1) The request must be received by the Carrier in time to accomplish the change requested prior to the effecting delivery of the shipment.
  - (2) A charge of \$20.00 per shipment will be made for increasing, reducing or canceling the COD amount. Such charge will be in addition to the COD collection fee, if any, applicable to the shipment.
- (f) **All Checks (including Company Checks, Electronic Check, Cashier's and Certified Checks) and Money Orders tendered in payment of COD shipments will be accepted by the Carrier at Shipper's risk, including, but not limited to. Risk of nonpayment, forgery, and risk of instruments purporting to be Company Checks, cashier's Checks, Certified Checks or Money Orders being fraudulent instruments and Carrier shall not be liable upon any such instrument.**
- (g) There must also be shown on the Bill of Lading and Shipping Order, in the space provided for this purpose, or by showing in the right hand side in the space provided, "If Charges are to be C.O.D., the Carrier accepts no such responsibility unless the amount is here specified and this section signed by Consignor" the following information:

\_\_\_\_\_  
C. O. D. Amount

\_\_\_\_\_  
(Signature of Consignor)

For explanation of abbreviations and references, see last page of tariff.

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James E. Collins, President, Ace Doran Hauling & Rigging Co. 1601 Blue Rock St. Cincinnati OH 45223

## RULES AND REGULATIONS

### Item 150 (Change)

#### COLLECTION OF FREIGHT CHARGES

- (1) The Carrier will not deliver or relinquish possession of any property transported by it until all tariff and/or contract rates and charges have been paid in cash, money order or bank cashier's check, except where other arrangements have been made. The Carrier may also refuse to deliver and retain possession of other goods belonging to the debtor which come into the possession of the Carrier if at any time the Shipper, Consignor, Consignee, or any other third party involved in the movement has failed to pay the freight charges for any other property previously transported by the Carrier for such debtor. If, upon inspection, it is ascertained that the article or articles actually shipped are not those described in the bill of lading, the tariff charges must be paid upon the article or articles actually shipped.
- (2) Rates and charges are stated in lawful money of the United States. Payment of charges must be made in funds of the United States of America.
- (3) Freight charges are payable to Carrier **at the following address**, P.O. Box 569, McDonough, Georgia 30253 unless otherwise specified in writing by Carrier.

### ITEM 160

#### CONTROL AND EXCLUSIVE USE OF VEHICLE

The term "vehicle" or "freight carrying vehicle", as used in this Item, means a truck or semi-trailer, but not a truck and trailer combination.

#### SECTION 1 CONTROL OF VEHICLE

Except as provided in Section 2 of this Item, no shipment is entitled to the Exclusive Use of the vehicle to which it is to be transported. The Carrier has control of the vehicle and the unrestricted right to:

- (a) Select the vehicle or vehicles for the transportation of a shipment.
- (b) Transfer the shipment to other vehicles.
- (c) To load other freight in the same vehicle with any shipment.

#### SECTION 2 EXCLUSIVE USE OF VEHICLE

Upon demand by the Consignor or Consignee or third party, if responsible for payment of freight charges, the Exclusive Use of freight carrying vehicle will be assigned to the transportation of a shipment, subject to the following conditions:

(a) Only one freight carrying vehicle per shipment will be furnished. If freight is tendered in a quantity which will exceed the loading limits of the vehicle furnished, the excess will be made into a second shipment requiring a second Bill of Lading. In such instances, unless a demand for the Exclusive Use of another vehicle is made the second shipment will be transported under the provisions of Section 1 in this Item.

(b) The order must be given in writing, attached and referred to, or inserted on the Bill of Lading and Shipping Order, in substantially the following form:

Exclusive Use of vehicle demanded.

Seal number (if any) \_\_\_\_\_ applied.

Charges are agreed to and will be paid or guaranteed by \_\_\_\_\_

Signature

(c) The vehicle will be devoted exclusively to the transportation of the shipment, without transfer of lading and without breaking of seals, if any have been applied, except in cases of emergency, when the shipment is given the Exclusive Use of the vehicle to which it is transferred. Stopping in transit for partial loading or unloading will not be permitted on shipments moving under provisions of Section 2 of this Item.

(d) The Consignor may not execute the non-recourse stipulation on the Bill of Lading and, to this extent, Section 7 of the Contract Terms and Conditions of the Bill of Lading will not apply.

(e) Charges on shipments moving under the provisions of Section 2 of this Item shall be computed at 135% of the applicable truckload rate and truckload minimum weight, or when rate is stated in cents per mile applicable via route of movement.

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James E. Collins, President, Ace Doran Hauling & Rigging Co. 1601 Blue Rock St. Cincinnati OH 45223

## RULES AND REGULATIONS

### Item 165 (Change)

#### EXTENSION OF CREDIT, LATE CHARGES AND FORUM SELECTION

- (1) All transportation charges must be paid prior to delivery of a shipment, unless credit has been extended by the Carrier. Decisions on whether to extend credit shall be at the Carrier's sole discretion.
- (2) When credit has been extended by the Carrier, all transportation charges shall be paid in full within **15** days of presentation by the Carrier of a freight bill, including Saturdays, Sundays and legal holidays. Time of mailing shall be deemed to be the time of 'presentation' of freight bills; time of **receipt of** payment to the Carrier in the form of acceptable checks, drafts or money orders, shall be deemed to be the time of collection of the transportation charges.
- (3) Payments not made within 30 days of presentation of the freight bill shall be subject to a service charge of an amount equal to 1.5% per month, or fraction thereof, of the outstanding balance. Pursuant to 49 C.F.R. §377.203, notice is given that the only purpose of the service charge is to prevent a Shipper (or other payor of transportation charges) from having free use of funds due the Carrier; that payment delays are not sanctioned; and that failure to pay within the authorized credit period will, despite the provision for service charges, continue to require the Carrier, before again extending credit, to determine in good faith whether the Shipper will comply with the credit regulations in the future.
- (4) In the event payment is not made within 30 days of presentation of the freight bill and the Carrier deems it necessary to retain the services of a collection agency and/or an attorney to collect any outstanding indebtedness, then the liable party (i.e. Shipper, Consignee, or third party) shall pay to Carrier a collection fee in the amount of 15% of said total unpaid charges or \$200.00 whichever is greater. In the event that above 15% of unpaid charges or \$200.00 amount is prohibited by a state, federal, or local statute or regulation, then the charge to be assessed will be reduced to the maximum rate not otherwise prohibited.
- (5) The Consignor, Consignee and any other third party involved in the movement of any property shall remain liable for the transportation charges incurred, with the sole exception being the non-recourse provisions of the bill of lading, if exercised by the Shipper. The Shipper, Consignor, Consignee and any other party involved with the shipment shall be jointly and severally liable for said charges, regardless of any agreement between them with the respect to the party which may be primarily responsible for the payment of freight charges incurred.
- (6) All actions or proceedings instituted by Carrier for the collection of freight charges owed by the Shipper, Consignor, Consignee, or any other third party involved in the movement who has failed to pay such charges within 30 days of presentation of the freight bill, shall be brought in the State Court of Henry County, Georgia. Such parties consent and submit to the exclusive jurisdiction of the state courts located in Henry County, Georgia, and any cause of action or suit hereunder must be brought by the parties in the State Court of Henry County, Georgia. The parties will not raise, and hereby waive, any defenses based on the venue, inconvenience of the forum, lack of personal jurisdiction, sufficiency of service or process or the like in any cause of action or suit brought in the State Court of Henry County, Georgia.

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## RULES AND REGULATIONS

### ITEM 166 (Change)

#### CUSTOMS OR IN BOND FREIGHT (NOTE A)

IN-BOND Shipments are subject to the following provisions and charges:

(a) Shipments must be tendered on uniform straight bills of lading. The words 'IN-BOND' must be stamped, typed or written on all such bills of lading and shipping orders immediately before the name of the Consignee. The words 'IN-BOND' must be stamped, typed or written in the body of such bills of lading and shipping orders.

(b) Each package must be plainly marked, labeled or tagged by the Consignor to show 'IN-BOND'.

(c) Shipments moving under Customs Bond will be subject to a charge of \$200.00 per vehicle used to transport the shipment. The charge is to cover special handling, which charge will be in addition to all other lawful charges.

(a) Line haul charges on shipments requiring customs clearance at a point other than the final destination will be assessed on the basis of the following:

**DISTANCE RATES** - The rates to apply when distance commodity rates are used is the rate applicable for the total distance from origin to final destination via the clearance point.

**RATES OTHER THAN DISTANCE RATES** - The rate to apply when rates other than distance rates are used is the rate from the point of origin to destination or from or to a point at which the shipment is stopped for customs clearance, whichever produces the greatest charge. In addition, if the distance from origin to final destination via the customs clearance point exceeds 110% of the short-line mileage, rates other than distance rates will not apply.

NOTE A - LTL rates and Stop-In-Transit privileges will not apply on shipments moving under Customs Bond.

### ITEM 168 (Change)

#### DEFINITION OF FORCE MAJEURE

**Either party shall be excused from rendering its contractual obligations under the Bill of Lading or other contract for transportation if it is prevented or delayed in such performance by the following conditions of excuse for non-performance that are unforeseeable: (1) inclement weather and natural phenomena, including without limitation, storms, floods, hurricanes, landslides, earthquakes and Acts of God; (2) fires or explosions; (3) wars, civil disturbances, riots, acts of terrorism, insurrections, acts of the public enemy and sabotage; (4) transportation disasters, whether by sea, rail, air or land; (5) lockouts, strikes or other labor disputes that are not due to the breach of a labor agreement by the affected party; (6) actions or failures to act of a governmental authority, including changes in laws or codes not reasonably foreseeable; (7) traffic congestion or road closure caused by accident, inclement weather, construction or other causes; or (8) any other cause beyond such affected party's reasonable control.**

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## RULES AND REGULATIONS

### ITEM 170

#### DEFINITION OF SHIPMENT - LTL - TL

- (a) A Shipment is a quantity of freight tendered for transportation by one Shipper at one point on one day, on one Bill of Lading or written Shipping Order, and loaded on one vehicle, for delivery to one Consignee at one destination, except as otherwise provided herein.
- (b) A "less-than-truckload" (LTL) rate is a rate other than "truckload" (TL) rate applying on an article or articles for which a "truckload" rate is provided.
  - (1) The "less-than-truckload" (LTL) rates cover shipments in quantities less than the minimum weight specified for truckload shipments.
  - (2) LTL is defined as a piece or unit under 15,000 lbs. and less than 15 feet in length and requires pickup within two (2) days after notification and delivery within 10 working days after notification. (See NOTES A and B)
- (c) Except as otherwise provided, a truckload rate is a rate in connection with which a truckload minimum weight is provided. A truckload rate applies only when a volume of freight is shipped from one point in one day on one vehicle by one Shipper on one Bill of Lading for delivery to one Consignee at one destination.
- (d) When a less-than-truckload shipment is tendered to the Carrier and the Bill of Lading is marked or stamped "Tendered as a Truckload", the applicable truckload rate and minimum weight will apply and they will not alternate with LTL rates. When shipment is tendered to Carrier under Bill of Lading marked or stamped "Tendered as a Truckload" and shipment has begun its movement to destination, a corrected Bill of Lading will not be accepted to remove the truckload application.

NOTE A - The rates per mile will be based on either the actual weight or lineal length of trailer space used, whichever produces the higher rate.

NOTE B - Not applicable on the following:

- (1) Over dimensional shipments.
- (2) Shipments exceeding 10 feet in height.
- (3) Exclusive use of vehicle.
- (4) Shipments requiring special equipment.
- (5) Shipments requiring expedited service.
- (6) Shipments requiring stopping in transit privileges

### ITEM 180

#### DEFINITIONS

- (a) The term "Double Drop Deck" means a semi-trailer with a load-carrying bed or platform suspended not more than 30 inches above the ground or street level.
- (b) The term "Point" means a particular city, town, village, community, or other area which is treated as a unit or the application of line-haul rates.
- (c) The term "Place" (See NOTE A) means a particular street address, or other designation of a factory, store, warehouse, place of business, or private residence at a "point".
- (d) The term "site" means a particular platform or specific location for loading or unloading at a "place".
- (e) The term "Truck" means any vehicle or vehicles propelled or drawn by a single mechanical power unit and used on the highways in the transportation of property.
- (f) The term "Business Day" means each day, Monday thru Friday, excluding holidays.
- (g) The term "Holiday" means any day designated as a full holiday (not 1/2 day) nationally, by Federal or State statute, or by local proclamation. When the holiday falls on Sunday, the following Monday will be considered as a holiday.
- (h) The terms "Carrier", "Consignor", "Shipper" or "Consignee" include the authority representatives or agents of such "Carrier", "Consignor", "Shipper" and "Consignee".
- (i) The term "Business Hours" means that time during which operations are generally conducted by the Carrier at the point where the service is performed.

NOTE A - the "place" shall include only contiguous property which shall not be deemed separated if intersected only by a public street or thoroughfare.

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# RULES AND REGULATIONS

## ITEM 190

### DELIVERY SERVICE - WITHOUT RECEIPT

When the Bill of Lading provides for delivery at field locations, the Bill of Lading shall be so endorsed. If there is no one present to sign the delivery receipt, the Carrier shall complete delivery at the designated location and Carrier's responsibility ceases upon delivery being made.

## ITEM 200 (Change)

### DETENTION OF EQUIPMENT WITH POWER UNIT - (See NOTES A and B)

- (a) Except as otherwise provided two (2) hours (See NOTE B) free time shall be allowed for loading at origin and two (2) hours (See NOTE B) shall be allowed for unloading at destination of any vehicle, such free time shall begin from the time the vehicle arrives for loading or unloading. Two (2) hours free time shall be allowed at any stop-in-transit point for partial loading or partial unloading.
- (b) When Carrier's equipment, driver, accessorial vehicles or additional personnel are detained for reasons other than loading or unloading at origin, destination, or any point enroute, due to any act or failure to act of Shipper, Receiver or Owner, for reasons other than for loading or unloading, for a period in excess of one hour after arrival of equipment and driver at point of detention, the charges for detention of equipment and driver and accessorial vehicles and additional personnel will be as provided in Paragraph (c) of this Item.
- (c) For each additional hour or fraction thereof per vehicle after the expiration of free time:
  - (1) On shipments having **five (5) axles or less** (Tractor and Trailer combination), the charge will be **\$150.00 per hour (or fraction thereof) ("Hour"), per vehicle.**
  - (2) On shipments having **six (6) to ten (10) axles** (Tractor and Trailer combination), the charge will be **\$150.00 per Hour, per power unit, plus an additional charge of \$25.00 per Hour, per axle.**
  - (3) On shipments having **eleven (11) to fourteen (14) axles** (Tractor and Trailer combination), the charge will be **\$150.00 per Hour, per power unit plus an additional charge of \$35.00 per Hour, per axle.**
  - (4) On shipments exceeding **fourteen (14) axles** (Tractor(s) and Trailer combination), the charge will be **\$150 per Hour, per power unit plus an additional charge of \$40 per Hour, per axle.**
- (d) Strike interference charge:  
When, because of a strike of its employees, it is impossible for Consignor, Consignee, or other party designated by them to make available for movement by Carrier any partially loaded or empty trailer detained on their premises, the detention of equipment without power unit charges and provisions stated in Item 205 will be applied

**NOTE A** - All time between 5:00 P.M. and **6:00 A.M.** will be free time and Saturdays, Sundays and National Holidays, via: New Year's Day, Independence Day (July 4), Memorial Day, Labor Day, Thanksgiving Day or Christmas Day will also be free time, unless designated time or date for pick-up or delivery is within the excepted period.

**NOTE B** - When Carrier places vehicle for Shipper's loading in advance of the time requested by Shipper, free time shall begin at the time scheduled for placing vehicle for loading or at the time loading actually begins, whichever is sooner. Also, when vehicle arrives on or before the designated time for pick-up, if the vehicle is not loaded and released by 5:00 P.M. on the day such loading commences the initial free time as specified in Paragraph (a) will be deemed to have expired.

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## RULES AND REGULATIONS

### ITEM 205 (Change)

#### DETENTION OF EQUIPMENT WITHOUT POWER UNITS

When, at Shipper or Consignee request, Carrier places a trailer without Power Unit at origin, or if the Consignee receipt for a shipment at destination and shipment is left on Carrier's equipment, the following per day charges will apply:

- (a) On trailers having less than **three (3) axles**:
  - a. for each of the first (1<sup>st</sup>) through fourth (4<sup>th</sup>) 24-hour periods or fraction thereof (excluding Saturdays, Sundays and holidays), a charge of **\$150.00 per day**.
  - b. For the fifth (5<sup>th</sup>) and each succeeding 24-hour period or fraction thereof (including Saturday, Sundays and holidays) a charge of **\$175.00 per day**.
- (b) On trailers having **three (3) axles to five (5) axles**:
  - a. for each of the first (1<sup>st</sup>) through fourth (4<sup>th</sup>) 24-hour periods or fraction thereof (including Saturdays, Sundays and holidays), a charge of **\$150.00 per day plus an additional charge of \$50.00 per day, per axle**.
  - b. For the fifth (5<sup>th</sup>) and each succeeding 24-hour period or fraction thereof (including Saturday, Sundays and holidays) a charge of **\$175.00 per day, plus an additional charge of \$50.00 per day, per axle**.
- (c) On trailers having **six (6) axles to eleven (11) axles**:
  - a. for each of the first (1<sup>st</sup>) through fourth (4<sup>th</sup>) 24-hour periods or fraction thereof (including Saturdays, Sundays and holidays), a charge of **\$150.00 per day plus an additional charge of \$150.00 per day, per axle**.
  - b. For the fifth (5<sup>th</sup>) and each succeeding 24-hour period or fraction thereof (including Saturday, Sundays and holidays) a charge of **\$175.00 per day, plus an additional charge of \$150.00 per day, per axle**.
- (d) On trailers having more than **eleven (11) axles**:
  - a. for each of the first (1<sup>st</sup>) through fourth (4<sup>th</sup>) 24-hour periods or fraction thereof (including Saturdays, Sundays and holidays), a charge of **\$150.00 per day plus an additional charge of \$250.00 per day, per axle**.
  - b. For the fifth (5<sup>th</sup>) and each succeeding 24-hour period or fraction thereof (including Saturday, Sundays and holidays) a charge of **\$175.00 per day, plus an additional charge of \$250.00 per day, per axle**.

Plus a charge of 150 cents per mile for Power Unit per vehicle from the origin or destination to the Carrier's nearest terminal and return to the origin or destination, subject to a minimum charge of \$500.00 per Power Unit. The detention charges due the Carrier will be assessed against the Consignor in the case of loading, and Against the Consignee in the case of unloading, irrespective of whether the line-haul charges are prepaid or collect. When detention charges are attributable to others who are not parties to the Bill of Lading, the party responsible for the payment of the freight charges will be held responsible for any accrued detention charges.

### ITEM 210

#### DIVERSION OR RECONSIGNMENT

Shipments may be diverted or reconsigned in transit or at time of arrival at billed destination, subject to the following rules, regulations, and charges:

- (a) The terms "Diversion" or "Reconsignment" means a change in the name of Consignee and/or a change in the destination on part or all of the shipment, requiring an addition to or change in billing necessary to effect delivery, or an additional movement of the truck or both.
- (b) Diversion or Reconsignment instructions must be confirmed in writing.
- (c) A charge of **\$125.00** per vehicle prior to shipment moving and **\$125.00** per vehicle after vehicle leaves origin point will be made for Diversion or Reconsignment in addition to all other applicable charges.
- (d) Freight charges on Reconsigned or Diverted shipments will be assessed on the basis of the through rate applicable, as of date of shipment, from point of origin to original point of destination, plus a charge of **175** cents per mile or applicable through rate, if higher, or excess mileage from original destination to reconsigned point.

For explanation of abbreviations and references, see last page of tariff.

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ISSUED BY:

James E. Collins, President, Ace Doran Hauling & Rigging Co. 1601 Blue Rock St. Cincinnati OH 45223

James E. Collins, President, Ace Doran Hauling & Rigging Co. 1601 Blue Rock St. Cincinnati OH 45223



# RULES AND REGULATIONS

## ITEM 220 (Change)

### EQUIPMENT - SPECIAL

When Carrier is requested by Shipper or Consignee on the Bill of Lading or otherwise in writing to furnish special equipment or when the use of special equipment is determined by the Carrier to be necessary to properly or safely transport the shipment because of its size or weight, such special equipment will be furnished, subject to the following minimum weights and charges:

(a) Extendable Flatbed Semi-Trailer or Adjustable Equipment:

HEIGHT OF COMMODITY (Before loading)	MINIMUM WEIGHT IN POUNDS	PERCENTAGE OF APPLICABLE RATE	MINIMUM CHARGE PER TRAILER
Not exceeding 10' 3"	40,000	115	<b>\$200.00</b>
Exceeding 10' 3"	40,000	125	<b>\$300.00</b>

(b) AIR-RIDE TRACTOR; AIR RIDE TRAILER OR COMBINATION (See NOTE C):

Equipment	Cents Per Mile Added Charge	Minimum Charge
AIR RIDE TRACTOR.....	15	\$50.00
AIR RIDE TRAILER.....	15	\$50.00
AIR RIDE TRACTOR TRAILER COMBINATION	25	\$75.00

(c) REFRIGERATED:

Charges on the shipment shall be 125 percent of the applicable rate.

(d) DOUBLE DROP:

Charges shall be based on minimum weight of not less than 40,000 pounds per vehicle used and shall be subject to 140 percent of the applicable rate, subject to a Minimum Charge of \$1,200.00, where no other specific double drop rates are published.

NOTE A - The term "Extendable Flatbed Semi-Trailer" as used in this Item shall be construed to mean any trailer or semi-trailer (other than equipment named in NOTE B) with a load carrying bed or platform suspended more than 42 inches above ground or street level with a load carrying bed capable of being extended manually to increase length.

NOTE B - The term "Adjustable Equipment" shall be construed to mean any trailer or semi-trailer (other than equipment named in NOTE A) the dimensions of which may be altered or adjusted either manually or hydraulically. Interchangeable or adjustable load carrying beds of varying length, or interchangeable, adjustable, or collapsible goosenecks, axle assemblies, beds, bolsters, or combination thereof, or hydraulically operated load carrying beds capable of being lowered, raised or extended horizontally to gain additional height or width clearances, or more suitable distribution of the load.

NOTE C - The term "Air-Ride Equipment" shall be construed to mean a tractor, trailer and/or tractor-trailer combination equipped with air suspension or comparable soft or easy ride suspension.

When Carrier is requested to furnish Air-Ride Equipment, the Bill of Lading or Shipping Instructions shall be annotated:

"Air-Ride Tractor requested", "Air-Ride Trailer requested" or "Air-Ride Tractor-Trailer combination requested", by Consignor. Bills of Lading or Shipping Instructions on such shipments shall be signed by a person authorized to make such request or by a person authorized to sign Bills of Lading on such shipments.

For explanation of abbreviations and references, see last page of tariff.

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## RULES AND REGULATIONS

### ITEM 230 (Canceled)

#### EQUIPMENT, TWO-WAY RADIOS – SHIPMENTS REQUIRING

Provisions formerly published in this item are hereby canceled. (See Item 425)

### ITEM 240

#### EQUIPMENT- EMPTY MOVEMENT OF EQUIPMENT (See NOTE B)

A Shipper specifically requests to deadhead equipment immediately to a point of pickup. All deadhead miles traveled from point of dispatch to point of origin will be charge per (NOTE A) per number of axles per vehicle. Charges for deadhead miles shall be approved in advance by Shipper. For any Carrier equipment requiring to be permitted for empty movement, Shipper shall also be accessed the permit costs incurred per Item 340 or actual cost, whichever is greater.

#### NOTE A --

Axles	To	Description	Rate Per Deadhead Mile	Minimum Charge
0	5	Axles (Tractor and Trailer combination)	1.50	\$ 750.00
6	7	Axles (Tractor and Trailer combination)	1.85	\$ 900.00
8	9	Axles (Tractor and Trailer combination)	2.15	\$ 1,000.00
10	10	Axles (Tractor and Trailer combination)	2.45	\$ 1,500.00
11	12	Axles (Tractor and Trailer combination)	2.80	\$ 2,000.00
13	13	Axles (Tractor and Trailer combination)	3.25	\$ 2,500.00
14	and Over	Axles (Tractor and Trailer combination)	3.70	\$ 5,500.00

NOTE B – If the equipment is not used, subject to the additional charges published in Item 470.

### ITEM 250

#### ESCORTS, FLAGMEN AND/OR PILOT CARS

ESCORTS, FLAGMEN AND/OR PILOT CARS - is defined as when a flagman, escort or pilot car (all terms hereafter referred to as "escort") is requested by the Shipper or required by regulatory agency, or if in the Carrier's opinion the shipment cannot be safely transported without use of an escort. The Carrier will make arrangements to secure an escort from a state or municipal authority or a company specializing in such service. Escort Service charges are paid for each escort at the rate of 1.75 per mile with an applicable Minimum Charge of \$350.00 per escort car. In addition, Carrier is authorized to charge one overnight layover charge of \$450.00 per escort for every 400 loaded miles, except for a Super Load (See NOTE A), for which the layover charge of \$450.00 per escort is for every 200 loaded miles.

NOTE A – Each state regulatory agency has different guide lines based on gross weights and/or dimensions that are used in order to determine whether or not a shipment as a "Super Load".

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## RULES AND REGULATIONS

## ITEM 255

## EXPEDITED SERVICE

When Expedited Service is requested or required by means of a written Bill of Lading annotation such as "Expedited Service Requested", the following charges will apply:

(a) Charges on shipments moving under the provisions of this Item shall be computed at 150% of the applicable truckload rate and truckload minimum weight, or when rate is stated in cents per mile, applicable via route of movement.

(b) When the request to perform Expedited Service includes the service of an extra driver, a charge of 50 cents per loaded mile will apply in addition to all other applicable charges; including paragraph (a). The request for the services of extra driver(s) must be given to the Carrier in writing or noted on Bill of Lading.

## ITEM 260

## EXTRA DRIVER (See NOTE A)

When requested by Shipper or Consignee and so indicated on Bill of Lading or in other writing, an Extra Driver will be furnished on shipments moving 500 miles or more for an additional charge of seventy (70) cents per mile. Such charge shall apply in addition to the transportation and all other applicable charges and is to be assessed on the basis of the mileage applicable from origin to destination on the shipment involved. When an Extra Driver is requested, charges on the shipment involved shall be assessed on the basis of the applicable rate, subject to a minimum weight of not less than 24,000 pounds for each vehicle used.

NOTE A - When an extra driver is requested by the Shipper or Consignee, the provisions of this Item and the charges provided herein are applicable when the Carrier operates the transporting vehicle from origin to destination with two drivers or when the Carrier operates the transporting vehicle, through the substitution, addition, and/or relief of drivers, from the origin to destination in substantially the same service as could have been performed by two drivers regardless of whether two drivers are or are not on the transporting vehicle for the entire movement, origin to destination.

## ITEM 265

## FERRY CHARGES

When a ferry is required to effect pick-up or delivery of a shipment, the Carrier will pay the ferry charge incurred in ferrying its vehicle in both the loaded and empty movement. Such charges shall be in addition to the charges otherwise provided in this tariff and shall be collected from the Shipper or party requesting movement of the shipment. Evidence of payment shall be furnished to the Shipper or party requesting movement of the shipment upon request, subject to the provisions of **Item 30**.

For explanation of abbreviations and references, see last page of tariff.

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## RULES AND REGULATIONS

### ITEM 268

#### LIMITED LIABILITY FOR DELAYS FOR PICKUP OR DELIVERY

The Limited Liability for Delays for Pickup or Delivery provisions named herein concerning damages claimed due to delays in scheduled pickups and/or deliveries.

- (1) Liability for damages due to delay shall be limited to an amount not to exceed \$200.00 per shipment, unless a guaranteed pickup or delivery time is agreed upon.
- (2) If a guaranteed pickup or delivery time is requested and agreed upon, the agreement must be confirmed in writing by both parties prior to shipment and noted on the Bill of Lading, using language substantially similar to the following:

#### GUARANTEED ARRIVAL TIME

Date: \_\_\_\_\_

Time: \_\_\_\_\_

Penalty: \$ \_\_\_\_\_/hour

Penalty charges must be stated in U.S. Dollars per hour and shall be based upon use of equipment of no greater lifting capacity than necessary to load or unload the cargo onto the Carrier's equipment, and not upon equipment of greater lifting capacity.

- (3) An additional charge of \$250.00 per shipment or twenty-five percent (25%) of the total penalty charge specified as provided in paragraph 2 above, whichever is greater, shall be assessed for entering into a commitment to perform under a guaranteed pickup or delivery time.
- (4) In no event shall Carrier assume responsibility for damages attributed to delays due to circumstances beyond Carrier's control such as but not limited to, delays caused by weather conditions, mechanical failure, illness or injury to driver, traffic congestion, highway detours or reroutings, compliance with legal requirements and strikes.
- (5) Notwithstanding anything to the contrary above, in no event shall Carrier be liable for any damage resulting from loss of use, profit, or business, or for any special, indirect, incidental, or consequential damages, whether arising from an action of contract, tort, or other legal theory. Carrier's liability for damages for and cause, whatsoever, and regardless of the form of action (in contract or tort), shall be limited solely to the amount of freight charges of the shipment which is the basis of such claim.

### ITEM 270 (Change)

#### LOADING AND UNLOADING

(a) Except as otherwise provided, loading of freight on the truck shall be performed by the Shipper, and unloading of the freight from the truck shall be performed by the Consignee.

(b) When special equipment that is not a part of the trucking equipment operated in the service of the Carrier, such as cranes, hoists or winches, is necessary to perform the loading or unloading service, it shall be supplied by the Consignor or Consignee together with personnel for operation thereof.

(c) If additional personnel is required for loading or unloading, the additional personnel will be furnished by the Consignor or Consignee. However, Carrier at its option, if requested by Shipper or Consignee, may provide personnel, if available, to perform or assist in the loading or unloading service at a charge of \$50.00 per hour, **per person**, with a minimum of three (3) hours per shipment.

(d) Carrier, for its own convenience, may elect to operate self-propelled vehicles with or without attachments from Shipper's facilities, platform or rail flat cars, to the Carrier's local facility.

(e) Any damage sustained in the loading or unloading of freight, by the Consignor or Consignee, in or on the Carriers' vehicle, will be the responsibility of the Consignor or Consignee, whichever is applicable.

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## RULES AND REGULATIONS

### ITEM 280

#### METHOD OF DETERMINING DISTANCES

Except as otherwise provided in paragraphs (a), (b), and (c) the mileage on all shipments will be subject to the direct mileage as determined by PC Miler (ALK Associates, LLC) current version practical miles, including revisions, changes or reissues thereto:

(a) When the dimensions of an article in the shipment exceed 48' in length or 8'6" in width or 13'6" in overall height measured from the ground to the top of the article after loaded, or those shipments otherwise requiring permits, the mileage to be used in determining the rate and charges shall be the distance via the route of travel over which the shipment is required to move.

(b) Where the Shipper or Consignee requests transportation of the shipment over a particular route, longer than the shortest route, the distance over the longer route will be used. Specific commodity rates (other than distance commodity rates) will not apply on permitted loads.

(c) When due to act of God, public enemy, riots or insurrections, highways are impassable and/or when bridges, ferries, tunnels or roads are closed by governmental authorities for rebuilding, repair or frost laws, or for other reasons requiring Carrier to detour, the distance over the shortest route over which the truck can be moved origin to destination will be used to determine the rate.

### ITEM 290

#### MINIMUM CHARGES AND WEIGHTS

- 1 Charges for each shipment will be assessed based on its actual weight by shall not be less than the prescribed minimum weight or charge published in connection therewith or the minimum weight applicable per any rule herein. If a shipment or truckload is subject more than on minimum weight in accordance with rules named herein, that rule providing the highest minimum weight shall prevail.
- 2 Except as otherwise provided in connection with individual rates, all minimum weights apply "per vehicle used".
- 3 When , by notation on the bill of lading or shipping order, shipper tenders a shipment as a truckload shipment, it shall be subject to a minimum weight of not less than 24,000 pounds, but not less than any higher minimum weight otherwise provided herein or in connection with the applicable rate.

For explanation of abbreviations and references, see last page of tariff.

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## ITEM 300

## MIXED SHIPMENTS

When not otherwise provided herein or in publications governed hereby, articles which have been combined or attached to each other will be charged for at the minimum weight and rate for the highest rated article of the combination.

Except as may be otherwise provided, all rates in publications governed hereby are subject to a minimum weight of not less than 750 pounds per lineal foot, or fraction thereof, of vehicle space required. Shipments which require in excess of 30 lineal feet (28 feet on drip frame trailers) of carriers vehicle shall be considered as loaded to capacity and the lineal foot minimum shall be computed on the basis of 40 feet required. Vehicles shall be loaded in such a manner as to occupy the least amount of lineal space required for safe transportation. The provisions of this rule shall not be construed as superseding the application of any other rule which would require the application of a higher minimum weight or as superseding any higher minimum weight published in connection with a rate or rating.

## ITEM 305

NEW YORK, NY, LONG ISLAND, NY  
OR  
POINTS IN NASSAU AND SUFFOLK COUNTIES, NJ  
ADDITIONAL SHIPPING CHARGES

Shipments originating at or destined wholly or in part to New York, NY (entire Boroughs of Bronx, Brooklyn, Manhattan, Queens and Richmond), Long Island, NY, or points in Nassau and Suffolk Counties, NJ, shall be subject to the following charges:

- a) On legal shipments an additional charge of \$350.00 shall be applied to each such shipment.
- b) On Over Dimensional Shipments and Over Weight Shipments, an additional charge of \$450.00 shall be applied to each such shipment.

## ITEM 307

## NONSUFFICIENT FUNDS (NSF) CHECKS

When checks are returned by payer's bank for non-sufficient funds, the payer will be assessed \$150.00 or such greater amount as allowed under applicable state law in addition to all other applicable charges herein.

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# RULES AND REGULATIONS

## ITEM 310

### OVER-DIMENSIONAL SHIPMENTS (Length – Width – Height)

#### OVER DIMENSION CHARGE:

It shall be the Shipper's responsibility to notify the Carrier on the Shipping Document or Bill of Lading by marking the bill "Over-Dimensional Shipment", or other language clearly identifying the shipment as over-dimensional.

The following charges will be applied in addition to all other applicable rates and charges, on each vehicle, on which the lading exceeds one or more of the following:

Eight feet, six inches in width or thirteen feet, six inches in height (when measured from ground after loaded).

#### OVERHEIGHT:

<u>Over</u>	<u>Up To</u>	<u>Cents per Mile</u>	<u>Minimum Charge</u>
13'6"	14'	25	\$100.00
14'	14'6"	35	\$100.00
14'6"	15'	50	\$100.00
15'	16'	70	\$100.00
16'	17'	85	\$100.00
17'	--	115	\$100.00

#### OVERWIDTH:

<u>Over</u>	<u>Up To</u>	<u>Cents per Mile</u>	
8'6"	9'	20	\$100.00
9'	10'	25	\$100.00
10'	11'	35	\$100.00
11'	12'	45	\$100.00
12'	13'	55	\$100.00
13'	13'6"	65	\$100.00
13'6"	14'	75	\$100.00
14'	14'6"	85	\$100.00
14'6"	15'	95	\$100.00
15'	16'	105	\$100.00
16'	17'	115	\$100.00
17'	--	330	\$100.00

(Concluded on following page)

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## RULES AND REGULATIONS

### ITEM 310 (Concluded)

#### OVER-DIMENSIONAL SHIPMENTS (Concluded) (Length – Width – Height)

#### OVER DIMENSION CHARGE: (Concluded)

#### OVERLENGTH:

<u>Over</u>	<u>Up To</u>	<u>Percentage of Applicable Rate</u>
45'	50'	115
50'	55'	125
55'	60'	150
60'	65'	175
65'	---	250

**When the shipment or portion thereof, is over width, over height, and over length, and falls into two or more of the above categories, all applicable over dimensional charges shall apply.**

(a) On over-dimensional shipments, the permit charge per Item 340 or the actual cost by the state or municipal authorities, whichever is higher, shall apply to the point of origin, or to the stop off(s) or to final destination by each state or municipal authorities. Shipments moving under special permits required by state or municipal authorities, which permits specify the route to be traveled, the mileage will be computed via the route of movement.

(b) Truckload minimum on over-dimensional shipments should not be less than 30,000 pounds.

### ITEM 325 (Canceled)

#### OVER WEIGHT SHIPMENT

Provisions formerly published in this item are hereby canceled.

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<b>RULES AND REGULATIONS</b>
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<b>ITEM 330</b>	<b>PERMITS ORDERED IN ADVANCE OF MOVEMENT</b>
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When a Carrier is requested to furnish equipment at a designated point, and based on information supplied by the party ordering such equipment, the shipment will require special permits from State, County or Municipal Regulatory Bodies for the movement thereof, such permits may at the option of the Carrier, be purchased in advance of the movement and purchased on the basis of information supplied by the party ordering such equipment, subject to the following provisions:

(a) If after arrival of Carrier's equipment at the place designated by the Shipper, Shipper fails to tender a shipment (through no fault of the Carrier), Carrier will charge the Shipper the total amount of such permits purchased, plus \$20.00 for each separate permit purchased to cover the cost of procuring such permits. Such charges will be in addition to all other applicable tariff charges.

(b) If after arrival of Carrier's equipment at the place of loading, it is discovered that the shipment does not require special permits (through no fault of the Carrier), permits purchased on the basis of information supplied will be charged to the party paying the freight charges, plus \$20.00 for each permit purchased, to cover the cost of securing the permit. Such charges will be in addition to all over applicable tariff charges.

(c) If after arrival of the Carrier's equipment at the place of loading, it is discovered that the weight and/or dimensions and/or originally scheduled destination or other information pertinent to the purchase of permits is not in accordance with information supplied in advance of the movement (through no fault of the Carrier) and permits must be reordered and/or revised, Carrier will charge the amount and/or additional amount of each permit, plus \$20.00 for each revised permit and/or each additional permit purchased. Such charges will be in addition to all other applicable tariff charges.

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# RULES AND REGULATIONS

## ITEM 340 (**Change**) PERMITS-SPECIAL (See NOTES A and B) (OVERDIMENSIONAL – Length, Width or Height – See below) (OVERWEIGHT – See Item 345)

When a single Special Permit and/or Bond is required by appropriate regulations of any city, county, state or municipal agency and Carrier obtains such special permit and/or bond to perform the transportation service, the cost per state is that as shown below or actual cost of the permit, whichever is greater. Any additional permit required by any city, county, state or municipal agency will be billed at actual cost, plus administration fees in securing such permit, and Overweight Shipments are subject to the additional permits fees as published in ITEM 345; these charges shall be assessed in addition to all other tariff charges.

### **OVER DIMENSIONAL – Length, Width or Height – PER STATE PERMIT CHARGE**

STATE	CHARGE	STATE	CHARGE	STATE	CHARGE	STATE	CHARGE	STATE	CHARGE
AB	\$85.00	IA	\$50.00	MN	<b>\$53.00</b>	NS	\$95.00	SD	\$50.00
AL	\$50.00	ID	\$50.00	MO	\$50.00	NV	\$65.00	SK	\$95.00
AR	\$50.00	IL	<b>\$70.00</b>	MS	\$50.00	NY	\$75.00	TN	<b>\$60.00</b>
AZ	\$50.00	IN	\$50.00	MT	\$50.00	OH	<b>\$100.00</b>	TX	<b>\$95.00</b>
BC	\$65.00	KS	\$50.00	NB	\$95.00	OK	<b>\$70.00</b>	UT	<b>\$60.00</b>
CA	<b>\$53.00</b>	KY	\$92.00	NC	<b>\$65.00</b>	ON	\$95.00	VA	<b>\$60.00</b>
CO	<b>\$60.00</b>	LA	<b>\$55.00</b>	ND	<b>\$51.00</b>	OR	\$65.00	VT	<b>\$55.00</b>
CT	<b>\$61.00</b>	MA	\$50.00	NE	\$50.00	PA	\$65.00	WA	\$50.00
DC	\$50.00	MB	\$95.00	NF	\$95.00	PE	\$65.00	WI	<b>\$75.00</b>
DE	\$50.00	MD	<b>\$80.00</b>	NH	\$50.00	QC	\$95.00	WV	<b>\$70.00</b>
FL	\$50.00	ME	\$50.00	NJ	\$50.00	RI	\$65.00	WY	\$50.00
GA	<b>\$66.00</b>	MI	<b>\$85.00</b>	NM	\$50.00	SC	\$65.00		

### **OVER DIMENSIONAL – Length, Width or Height PER PERMIT CHARGE FOR A COUNTY and/or A CITY PERMIT**

State	City/County	Charge	State	City/County	Charge
<b>AZ</b>	<b>Phoenix</b>	<b>\$50.00</b>	NY	Sullivan	\$50.00
CA	All Cities and Counties	\$50.00 each	OK	Broken Arrow	\$75.00
<b>DC</b>	<b>City of DC</b>	<b>\$98.00</b>	PA	Philadelphia	\$97.20
IL	Chicago	\$65.00	TX	Beaumont	\$97.50
<b>IL</b>	<b>Cook County</b>	<b>\$98.00</b>	VA	Chesapeake	\$65.00
<b>IL</b>	<b>Wayne County</b>	<b>\$50.00</b>	<b>VA</b>	<b>Franklin</b>	<b>\$98.00</b>
<b>IL</b>	<b>Winnebago County</b>	<b>\$152.00</b>	VA	Hampton	\$97.50
IN	Washtenaw	\$50.00	VA	Newport News	\$97.20
LA	New Orleans	\$70.20	VA	Norfolk	\$97.20
MD	Baltimore	<b>\$90.00</b>	VA	Portsmouth	\$97.20
MI	Detroit	\$97.20	VA	Suffolk	\$97.50
<b>MI</b>	<b>McComb</b>	<b>\$71.00</b>	VA	Suffolk County	\$50.00
<b>MI</b>	<b>Wayne County</b>	<b>\$71.00</b>	VA	Virginia Beach	\$50.00
NM	Albuquerque	\$50.00	WA	Seattle	\$50.00
NY	New York City	\$86.40	WI	Milwaukee	\$50.00

NOTE A - ALL STATES ARE SUBJECT TO CITY AND COUNTY PERMITS WITHOUT NOTICE

NOTE B - Canadian Provinces may require city and county permits at their discretion.

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**RULES AND REGULATIONS****ITEM 345 (Change) OVERWEIGHT SHIPMENTS (See NOTES A, B, C, D, E, F, G and H)**

Any shipments which requires an overweight permit shall be assessed in addition to all other applicable charges, an excess weight charge for each state transported from, to, or through as shown in this item:

ST	OVER WEIGHT PER VEHICLE USED	ST	OVER WEIGHT PER VEHICLE USED						
AL	\$50.00 up to 115M Gross	LA	Charge in dollars per Truck Used						
	\$85.00 over 115M up to 125M Gross		Gross Weight (In Pounds)	Distance (in miles)					
	\$135.00 over 125M up to 150M Gross			NOT OVER				OVER	
	\$165.00 over 150M Gross			50	100	150	200	over 200	
AR	\$50.00 plus a charge per ton, or fraction thereof, for weight in excess of 80M Gross		to 100M	65	80	100	115	135	
	0 - 100 miles... \$8.00		over 100M to 108M	85	130	170	215	255	
	101 - 150 miles ...\$10.00		over 108M to 120M	105	165	225	285	345	
	151 - 200 miles. \$12.00		over 120M to 132M	125	205	285	365	450	
	201 - 250 miles. \$14.00		over 132M to 152M	155	260	370	480	570	
	over 250 miles ... \$16.00		over 152M to 172M	190	330	475	620	765	
			over 172M to 192M	225	400	580	760	940	
			over 192M to 212M	260	470	685	900	1115	
AZ	\$85.00		over 212M up to 254M - \$65.00 plus 30 cents per ton mile of weight in excess of 80M plus a fee for structural evaluation over 254M - \$65.00 plus 50 cents per ton mile of weight in excess of 80M plus a fee for structural evaluation (See NOTE E)						
CA	\$175.00								
CO	\$50.00 up to 118M Gross \$85.00 over 118M up to 140M Gross \$125.00 over 140M Gross	MA	\$65.00						
CT	\$50.00	MD	up to 120M Gross - \$55.00 plus \$8.00 per ton or fraction thereof over 80M Gross 120M to 150M Gross - On Interstate Highways \$8.00 per ton over 80M Gross over 150M Engineering Survey fee required, plus \$8.00 per ton over 80M Gross over 120M off Interstate Highway Engineering Survey fee required, plus \$8.00 per ton over 80M Gross (NOTE Loads Delivering or Picked Up in Baltimore require a Baltimore City Permit)						
DC	\$50.00								
DE	\$50.00 plus \$5,00 per each 8M, or fraction thereof over 80M Gross								
FL	See Item 347								
GA	\$50.00 up to 150M Gross \$175.00 over 150M up to 180M Gross \$565.00 over 180M Gross								
IA	\$65.00								
ID	\$65.00 up to 110M Gross \$70.00 over 110M up to 120M Gross \$140.00 over 120M								
IL	\$50.00 plus 6 cents per ton mile on weight in excess of 80M Gross								
IN	\$65.00 plus a charge in cents per mile: 35 cents 80M to 108M Gross 60 cents 108M to 120M Gross 60 cents plus \$40 120M to 150M Gross 100 cents plus \$40 150M to 200M Gross	MI	\$97.00						
		MN	\$50.00 plus a charge in cents per mile: 30 cents 100M Gross 35 cents over 100M to 105M Gross 40 cents over 105M to 115M Gross 45 cents over 115M to 120M Gross 50 cents over 120M to 125M Gross 55 cents over 125M to 135M Gross 60 cents over 135M to 145M Gross 85 cents over 145M Gross						
KS	\$50.00								
KY	\$92.00								

(Continued on following page)

For explanation of abbreviations and references, see last page of tariff.

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James E. Collins, President, Ace Doran Hauling &amp; Rigging Co. 1601 Blue Rock St. Cincinnati OH 45223

# RULES AND REGULATIONS

## ITEM 345 (Continued)

### OVERWEIGHT SHIPMENTS (See NOTES A, B, C, D, E, F, G and H)

Any shipments which requires an overweight permit shall be assessed in addition to all other applicable charges, an excess weight charge for each state transported from, to, or through as shown in this item:

ST	OVER WEIGHT PER VEHICLE USED	ST	OVER WEIGHT PER VEHICLE USED		
MO	\$50.00 plus \$15.00 for each 10M or Fraction thereof over 80M Gross	OR	Gross Weight not over	less than 150 miles	Over 150 miles
MS	\$50.00 plus 5 cents per mile for each 1,000 lbs or fraction thereof in excess of 80M Gross		105M	\$55.00	\$65.00
MT	\$50.00 plus \$4.00 per 5M or fraction thereof over 80M Gross, per 25 mile increments or fraction thereof.		115M	\$70.00	\$105.00
			125M	\$75.00	\$120.00
			145M	\$98.00	\$180.00
			over 145M	\$110.00	\$210.00
NC	\$55.00 (See NOTE F)	b-PA	\$50.00 plus 3 cents per ton mile on weight in excess of 80M Gross		
ND	\$50.00 plus \$5.00 per ton in excess of 80M Gross		(NA) if shipment exceeds 145M Gross \$65.00 plus 4 cents per ton mile on weight in excess of 80M Gross applies only if shipment exceeds 145M Gross		
NE	\$65.00				
NH	\$50.00 - up to 105M Gross	SC	\$50.00 (See NOTE G)		
	\$74.00 -over 105M up to 115M Gross \$84.00 - over 115M up to 120M Gross \$94.00 - over 120M, plus \$2.00 per 1M over 120M Gross	SD	\$50.00 plus 2 cents per ton mile on weight in excess of 80M Gross \$65.00 plus 4 cents per ton mile on weight in excess of 80M Gross on shipments requiring 8 axles or more		
NJ	\$50.00 - up to 100M Gross \$75.00 - over 100M up to 105M Gross \$85.00 - over 105M up to 110M Gross \$135.00 - over 110M up to 115M Gross \$205.00 - over 115M Gross	TN	\$50.00 plus 5 cents per ton mile on weight in excess of 80M Gross		
	\$50.00 plus 3 cents per ton mile on weight in excess of 86M Gross	TX	\$275 - up to 120M Gross \$340- over 120M to 160M Gross \$415- over 160M to 200M Gross \$490- over 200M to 250M Gross		
NV	\$50.00	UT	\$50.00 up to 125M Gross		
NY	\$80.00		Over 125M See Item 346 for Charges		
OH	\$88.00 plus .06 ton a mile over 80,000	VA	\$50.00 plus \$ 4.00 Structure Fee and overweight stated below on addendum. Minimum Charge of \$50.00		
OK	\$50.00 plus \$5.00 per 1M, or fraction thereof over 80M Gross. Shipments 16' wide or more are subject to an additional charge of \$275.00	VT	\$50.00 Shipments 100' L x 15' W x 14' H or Larger permit charge will be \$450.00		

b – The city of Philadelphia, PA requires a permit is at \$84.00 for up to 200,999 lbs gross, over 200,999 lbs gross a permit is at \$220.00 plus \$0.04 per ton mile.

(Continued on following page)

For explanation of abbreviations and references, see last page of tariff.

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## RULES AND REGULATIONS

## ITEM 345 (Continued)

## OVERWEIGHT SHIPMENTS (See NOTES A, B, C, D, E, F, G and H)

Any shipments which requires an overweight permit shall be assessed in addition to all other applicable charges, an excess weight charge for each state transported from, to, or through as shown in this item:

ST	OVER WEIGHT PER VEHICLE USED	ST	OVER WEIGHT PER VEHICLE USED
WA	\$50.00 plus a charge in cents per mile: 21 cents up to 100M Gross 35 cents over 100M up to 105M Gross 49 cents over 105M up to 110M Gross 63 cents over 110M up to 115M Gross 84 cents over 115M up to 120M Gross 105 cents over 120M up to 130M Gross 126 cents over 130M up to 140M Gross 147 cents over 140M up to 145M Gross 165 cents over 145M up to 160M Gross 203 cents over 160M up to 170M Gross 238 cents over 170M up to 180M Gross 280 cents over 180M up to 200M Gross 290 cents over 200M up to 210M Gross 300 cents over 210M Gross	WI	50.00 - up to 100M Gross 70.00 - over 100M up to 110M Gross 80.00 - over 110M up to 120M Gross 90.00 - over 120M up to 130M Gross 100.00 - over 130M up to 150M Gross 110.00 - over 150M up to 160M Gross 120.00 - over 160M up to 165M Gross 120.00 - over 165M Gross plus \$12.00 per 10M or fraction thereof over 165M Gross
WV	\$50.00 plus 4 cents per ton mile or fraction thereof in excess of 80M Gross	WY	\$50.00 plus 6 cents per ton mile on weight in excess of 80M Gross on shipments requiring up to 7 axles. Shipments requiring more than 7 axles will be charged on weight in excess of 100M total gross. In addition to these charges, tractor & trailer exceeding 75' in length or 15' feet in height or width will be subject to an additional charge of 4 cents per mile per foot or fraction thereof over these dimensions.

NOTE A - (1) Per Ton mile means 2M of freight transported for one mile.

(2) Per ton means a weight of 2M

(3) When computing charges per ton, weights resulting in a fraction of a ton will be computed at the next higher ton.

NOTE B – Charges provided “per mile”, “per ton mile”, or “per mile traveled”, shall be assessed only on one-way distance through the states traveled and such distance shall be computed via the routes specified in this permit.

NOTE C – A truckload shipment which requires an overnight permit and which also is subject to Item 320 (Over Dimension Length, Width and/or Height) will be subject to this item when charge computed from Item 340 (Over Dimension – Length, Width and/or Height – Permit). When the amount charge by a state for an overweight permit exceeds the amount specified in this item, the actual cost of the permit will apply.

NOTE D – Provisions formerly published in this NOTE are hereby cancelled. See Item 455.

(Concluded on following page)

For explanation of abbreviations and references, see last page of tariff.

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## RULES AND REGULATIONS

## ITEM 345 (Concluded)

## OVERWEIGHT SHIPMENTS (See NOTES A, B, C, D, E, F, G and H)

NOTE E—The Structural Evaluation Fee **for the state of LA** shall be charged per structure as follows:

**\$400** – treated lumber, concrete slab, and precast concrete slab bridges

**\$1,000** – truss, continuous span, and moveable bridges and for all Mississippi River Bridges

**\$1,000** – all other structures

NOTE F—If over 132,000 lbs. in NC permit charges listed below:

- Fee: \$100.00 application fee.
- \$12.00 for over width
- \$12.00 for over length
- \$12.00 for over width
- \$12.00 for over weight
- \$3.00 per 1,000 lbs over 132,000 lbs.

NOTE G – If over 130,000 lbs in SC permit charge listed below:

- Fee: \$100.00 application fee
- \$30.00 permit charge
- \$3.00 per 1,000 over 130,000 lbs.

NOTE H – Gross Weight defined – as the weight of all components making up a shipment, trailer, tractor, axles, product, riggers, dunnage, etc...

VA Addendum below:

For explanation of abbreviations and references, see last page of tariff.

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**Single-Trip Hauling Permits**

Vehicle Gross Weight	Current Fees		Recommended Additional Fees		Sample Total Fees (Based on a 180-mile round trip)	
	Administrative Charge (DMV)	Temporary Registration (DMV)	Per-Mile Fee For Damage (VDOT)	Flat Fee For Damage (VDOT)	Current Fees Only	Current Fees Plus Additional Fees
115,000 lbs or less, non-superload	\$20	\$0.10/mile	\$0.20/mile	\$0	\$38	\$74
115,000 lbs or less, superload	\$30	\$0.10/mile	\$0.20/mile	\$0	\$48	\$84
115,001 to 150,000 lbs	\$30	\$0.10/mile	\$0.20/mile	\$50	\$48	\$134
150,001 to 200,000 lbs	\$30	\$0.10/mile	\$0.20/mile	\$160	\$48	\$244
200,001 to 500,000 lbs	\$30	\$0.10/mile	\$0.20/mile	\$250	\$48	\$334
500,001 lbs or more	\$30	\$0.10/mile	\$0.20/mile	\$1,420	\$48	\$1,504

**Overload Permits**

Eliminate permits authorizing one percent, two percent, three percent, and four percent overloads and change fee for the five percent overload permit from \$200 to \$250.

For explanation of abbreviations and references, see last page of tariff.

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# RULES AND REGULATIONS

ITEM 346

UTAH – OVERWEIGHT IN EXCESS OF 125,000 LBS.

NON – DIVISIBLE FEE TABLE 125,000 POUNDS PLUS

Weight	MILES												
	50	100	150	200	250	300	350	400	450	500	550	600	650
125,000	\$65	\$65	\$70	\$90	\$110	\$140	\$160	\$180	\$200	\$230	\$250	\$270	\$290
150,000	\$65	\$70	\$110	\$140	\$180	\$210	\$250	\$280	\$320	\$350	\$390	\$420	\$450
175,000	\$65	\$100	\$140	\$190	\$240	\$290	\$330	\$380	\$430	\$450	\$450	\$450	
200,000	\$65	\$120	\$150	\$240	\$300	\$360	\$420	\$450	\$450				
225,000	\$70	\$150	\$220	\$290	\$360	\$440	\$450						
250,000	\$90	\$170	\$260	\$340	\$430	\$450							
275,000	\$100	\$200	\$290	\$390	\$450								
300,000	\$110	\$220	\$330	\$440									
325,000	\$120	\$250	\$370	\$450									
350,000	\$140	\$270	\$410										
375,000	\$150	\$300	\$440										
400,000	\$160	\$320	\$450										
425,000	\$170	\$350											
450,000	\$190	\$340											
475,000	\$200	\$400											
500,000	\$210	\$420											
525,000	\$220	\$450											
550,000	\$240												
575,000	\$250												
600,000	\$260												
625,000	\$270												
650,000	\$290												
675,000	\$300												
700,000	\$310												
725,000	\$320												
750,000	\$340												
775,000	\$350												
800,000	\$360												
825,000	\$370												
850,000	\$390												
875,000	\$400												
900,000	\$410												
925,000	\$420												
950,000	\$440												
975,000	\$450												

For explanation of abbreviations and references, see last page of tariff.

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## RULES AND REGULATIONS

## ITEM 347

## STATE OF FLORIDA - OVERWEIGHT

Department of Transportation  
 Single Trip Permit Fee by Weight Class and Trip Length  
 Weight Class

Miles	95,000	112,000	122,000	132,000	142,000	152,000	162,000	172,000
25	\$11	\$12	\$13	\$13	\$14	\$15	\$16	\$17
50	\$17	\$20	\$22	\$23	\$25	\$26	\$27	\$29
75	\$24	\$28	\$31	\$32	\$35	\$38	\$39	\$42
100	\$31	\$36	\$40	\$42	\$46	\$49	\$51	\$55
125	\$38	\$44	\$49	\$51	\$56	\$60	\$63	\$68
150	\$44	\$52	\$58	\$61	\$67	\$71	\$74	\$80
175	\$51	\$60	\$67	\$70	\$77	\$83	\$86	\$93
200	\$58	\$68	\$76	\$80	\$88	\$94	\$98	\$106
225	\$65	\$76	\$85	\$89	\$98	\$105	\$110	\$119
250	\$71	\$84	\$94	\$99	\$109	\$116	\$121	\$131
275	\$78	\$92	\$103	\$108	\$119	\$128	\$133	\$144
300	\$85	\$100	\$112	\$118	\$130	\$139	\$145	\$157
325	\$92	\$108	\$121	\$127	\$140	\$150	\$157	\$170
350	\$98	\$116	\$130	\$137	\$151	\$161	\$168	\$182
375	\$105	\$124	\$139	\$146	\$161	\$173	\$180	\$195
400	\$112	\$132	\$148	\$156	\$172	\$184	\$192	\$208
425	\$119	\$140	\$157	\$165	\$182	\$195	\$204	\$221
450	\$125	\$148	\$166	\$175	\$193	\$206	\$215	\$233
475	\$132	\$156	\$175	\$184	\$203	\$218	\$227	\$246
500	\$139	\$164	\$184	\$194	\$214	\$229	\$239	\$259
525	\$146	\$172	\$193	\$203	\$224	\$240	\$251	\$272
550	\$152	\$180	\$202	\$213	\$235	\$251	\$262	\$284
575	\$159	\$188	\$211	\$222	\$245	\$263	\$274	\$297
600	\$166	\$196	\$220	\$232	\$256	\$274	\$286	\$310
625	\$173	\$204	\$229	\$241	\$266	\$285	\$298	\$323
650	\$179	\$212	\$238	\$251	\$277	\$296	\$309	\$335

NOTE: Fee rounded up to next whole dollar

	TRIP PERMIT 5 Days	MULTI-TRIP 12 Months
(1) OVERDIMENSION		
(a) *Straight Trucks and Semi-truck-tractor-trailer		
Up to 12 Feet Wide, or up to 13 Feet 6 Inches High or up to 85 Feet Long	\$5.00	\$20.00
Up to 14 Feet Wide, or up to 14 Feet 6 Inches High or up to 95 Feet Long	\$15.00	\$150.00
Up to 14 Feet Wide, or up to 18 Feet High or up to 120 Feet Long	\$25.00	\$250.00
Over 14 Feet Wide, or over 18 Feet High or over 120 Feet Long	\$25.00	NOT ISSUED
(b) Qualifying Semi-trailers of Legal Width, Height and Weight, Which		
Exceed 53 feet in Length (Movement Allowed All Days and All Hours)	\$10.00	\$30.00
(c) Overlength Semi-trailer with Greater than 41 Feet Kingpin Setting (Legal		
Width, Height and Weight)	\$10.00	\$30.00
* - SPECIFIED ROUTES ONLY - When applicable, the specified routes shall be on the permit		

For explanation of abbreviations and references, see last page of tariff.

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**RULES AND REGULATIONS****ITEM 350****PICK-UPS AND DELIVERY SERVICE**

(a) Unless otherwise specifically provided, rates include one pickup of a shipment at a point of origin and one delivery of a shipment at destination at all points directly accessible to Carrier's vehicle within the terminal areas of cities or villages and at other points from and to which rates apply.

(b) The term "Pickup" as used herein refers to the service involved in calling for and positioning vehicle for loading of freight on motor vehicle from a platform, railroad freight car, or other facilities directly accessible to highway vehicle.

(c) The term "Delivery" as used herein refers to the service involved in positioning of vehicle for unloading of freight from motor freight vehicle to a platform, railroad freight car, or other facilities directly accessible to highway vehicle.

**ITEM 360 (Canceled)****PROOF OF DELIVERY**

Provisions formerly published in this item are hereby canceled.

**ITEM 370****REFUSED AND RETURNED SHIPMENTS**

Shipments of freight which are refused by the Consignee or which through no fault of the Carrier, cannot be delivered at destination, may at direction of Consignor or Owner be returned in the reverse direction back to original origin at the same rate applicable to original destination, subject to the rates in effect on the date of the returned load: PROVIDED, that the full amount of freight charges in both directions shall have been paid or guaranteed by Owners.

For explanation of abbreviations and references, see last page of tariff.

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# **RULES AND REGULATIONS**

## **ITEM 380**

## **RELEASED VALUE**

(1) All shipments governed by this tariff are subject to released valuation provisions named herein unless Carrier and Consignor/Shipper have specifically agreed otherwise in writing. Unless a higher value is declared on the bill of lading at time of shipment (see paragraphs 3 and 4 below), transportation service shall be based on a released value not exceeding \$2.50 (\$1.00 for used goods) per pound, per shipping package or loose article (see paragraph 2), subject to a maximum of \$100,000 per shipment. (NOTE B)

(a) Applicable charges on any package, loose article, or entire shipment subject to a released value of \$2.50 (\$1.00 for used goods) per pound (subject to a maximum of \$100,000 per shipment) shall be the applicable line-haul charge (NOTE A), PLUS any other applicable accessorial charges provided in this publication or tariffs or contracts governed hereby.

(b) Applicable charges on any package, loose article, or entire shipment which exceeds a released value of \$2.50 (\$1.00 for used goods) per pound (subject to a maximum of \$100,000 per shipment) shall be the applicable line-haul charge (NOTE A), PLUS an excess value charge of \$1.00 for each \$100.00 (or fraction thereof) by which the total released value of any package or loose article exceeds \$2.50 (\$1.00 for used goods) per pound on that package or loose article or \$100,000 per shipment, whichever is less (subject to a minimum excess value charge of \$150.00 per shipment), PLUS any other applicable accessorial charges provided in this publication of tariffs or contracts governed hereby.

(2) The released value shall be deemed to relate separately to the gross weight of each shipping package or to the weight of each loose article, and not to the shipment as a whole, subject to a maximum of \$100,000 per entire shipment. In case of loss or damage to a portion of a shipment the maximum amount recoverable shall be the released value \$2.50 (\$1.00 for used goods) per pound multiplied by the actual gross weight of the article or package (not the billed weight), but not more than the actual loss or damage.

(3) Declared valuations in excess of \$2.50 (\$1.00 for used goods) per pound or \$100,000 maximum per entire shipment must be specifically and prominently shown on shipping documents and either the terms 'DECLARED VALUE,' 'Released value not exceeding' or 'RVNX' may be used, followed by the total released value or released value per pound, in dollars and cents, together with the actual weight applicable to such released valuations.

(4) Notwithstanding anything to the contrary above, on shipments moving within Mexico, Carrier shall have no liability during any portion of the movement within Mexico, in relation to the cargo or any component thereof, or to the selection of another carrier, and all conditions, responsibilities and warranties in relation thereto, whether expressed or implied, whether statutory, collateral hereto or otherwise, whether in relation to the fitness, description, state, quality or condition of the cargo, or any component thereof, are hereby excluded and extinguished. If this geographical liability limitation is judicially or otherwise determined to be ineffective or unenforceable for any reason whatsoever, then the release value and carrier's liability for loss or damage within Mexico shall be limited to the lesser of (1) five U.S. cents per pound (\$.05/lb.) or (2) the current standard limitation of liability under Mexican Law for uninsured goods for which no higher valuation has been declared (approximately \$.03/lb. in 2001), with claims for such losses to be asserted within the time limits required under Mexican law. In any event, any damage, loss, theft or injury to cargo being shipped to or from Mexico shall be presumed to have occurred in Mexico, and therefore be subject to the foregoing limitations, absent proof of an accident or hijacking in the United States memorialized by a police report, the recovery of loss or stolen freight within the United States, or notation of loss or damage on the carrier's bill of lading at the time of delivery at the applicable U.S. border-town..

(Concluded on following page)

For explanation of abbreviations and references, see last page of tariff.

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**RULES AND REGULATIONS**

**ITEM 380 (Concluded)**

**RELEASED VALUE**

(5) Notwithstanding anything to the contrary above, in no event shall Carrier be liable for any damage resulting from loss of use, profit, or business, or for any special, indirect, incidental, or consequential damages, whether arising from an action in contract, tort, or other legal theory.

NOTE A - The term 'line-haul charge' as used herein means the applicable charge for the over-the-road transportation named in governed tariffs or contracts (including any applicable minimum charge). The term 'line-haul charge' does not include any other accessorial charges named in this publication or in tariffs or contracts governed hereby.

NOTE B - The excess value charges named herein shall be shown separately on the Carrier's freight bill, and not part of the line-haul revenue.

(EXAMPLE Release value exceeds \$100,000):

Shipper states on the Bill of Lading, "Shipment has a Declared a Value of \$300,000.00 and weight of shipment is 40,000lbs.

Excess Value Charge calculated is

- 1) 40,000 lbs times \$2.50 equals \$100,000 which is the released value
- 2) \$300,000 minus \$100,000 (released value) equals \$200,000 excess value
- 3) .01 times \$200,000 equals \$2,000.00 in excess valuation charges

For explanation of abbreviations and references, see last page of tariff.

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## RULES AND REGULATIONS

### ITEM 390

#### SCHEDULING-PREARRANGED

Upon reasonable request of Consignor, Consignee, or others designated by them, the Carrier will enter into a schedule for the placing of a vehicle for loading or unloading at premises of Consignor, Consignee, or other premises designated by them. The time for placing of the vehicle must be during the Carrier's normal business hours. Such arrangement may be made by telephone (at Consignor's or Consignee's expense) and must be confirmed in writing. It shall include the time (day and hour) and location at which vehicle is to be placed for loading or unloading.

### ITEM 400 (Change)

#### SERVICE CHARGE - BRIDGE

Shipments moving between Canada and the United States will be subject to an additional charge of **\$150.00** per shipment to cover the cost of bridge crossing.

### ITEM 410

#### BORDER CROSSING FEES (NOTES A and B)

On shipments originating or destined to Canada and/or Mexico, a charge \$250.00 per load will apply in addition to all other applicable charges.

Shipments originating more than 100 miles from the U.S. Border crossing point will be subject to a charge of \$1.50 per mile for all miles in excess of the 100 miles from the U.S. border to the loading point.

Shipments destined to points outside of the borders of the United States shall be subject to a charge of \$1.50 per mile for all miles from the furthest destination point back to the U.S. border crossing point.

In connection with traffic to, from, within or through Canada, rates and provisions named in publications governed hereby do not include the cost of permits, bonds, road taxes or other special charges assessed by the Canadian Provincial authorities. All such costs shall be in addition to the rates and charges otherwise provided.

### ITEM 415 (Change)

#### SPECIAL SERVICES – LOADING OR UNLOADING

If a truck is requested to be at origin or destination at a specific time to facilitated loading or unloading by crew and/or mechanical device, an additional charge of **\$250.00** will be assessed.

Committing to a prearranged schedule shall not constitute special agreement to pick up or deliver at a "guaranteed" time, and service will not be provided other than with reasonable dispatch, except as otherwise provided herein (see Item 268 , ICC **ACEH** 101 series). Free time for loading or unloading shall not begin until the later of either (a) prearranged time or (b) actual arrival of the vehicle; provided, however, if the vehicle arrives prior to the prearranged schedule, then free time shall begin at the time loading or unloading commences.

See Item 268 , ICC **ACEH** 101 series for limitation of liability for delays in loading and/or unloading.

For explanation of abbreviations and references, see last page of tariff.

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## RULES AND REGULATIONS

### ITEM 420 (Change)

#### SHIPMENTS ON TOUR (See NOTE C)

(a) One or more articles making up a shipment for display, demonstration, or experiment at one or more points, which shipment requires the exclusive use of a vehicle to transport and which requires the reloading and moving of such article or articles to another point or points for display, demonstration, or experiment, or termination of the tour, shall constitute a shipment on tour.

(b) Transportation charges for a shipment on tour shall be the charge from point of origin to the first stopping point; from that stopping point to the next stopping point; and then in like manner from each stopping point to the next stopping point, and from the final stopping point to destination, at the rate and charges published herein. Each separate line-haul movement of the shipment on tour must be rated and charged separately.

(c) When so ordered by Shipper, a vehicle may be placed on stand-by status (See NOTE A) while the shipment is being displayed, demonstrated or experimented with, for which a stand-by charge as set forth in paragraph (d) hereof shall be made.

(d) Stand-by charges shall be **\$750.00** per day (See NOTE B). A day is deemed as a period of 24 hours commencing at 12:01 a.m. and includes Saturdays, Sundays and Holidays. A portion of one day shall be charged for as one day.

NOTE A - Stand-by status shall commence on the day of arrival at display, demonstration or experimental site and shall terminate on the day of departure from the display, demonstration or experimental site. The day of arrival is defined as that period of time from 12:01 a.m. to 5:00 p.m.. If shipment arrives after 5:00 p.m., the day of arrival shall commence at 12:01 a.m. of the following calendar day.

NOTE B - Except that the stand-by charge for day of arrival and day of departure shall be \$200.00 for each day.

NOTE C - Freight charges on shipments on tour shall be computed at the applicable truckload rates subject to a minimum charge computed at 30,000 pounds, applicable via the route of movement.

### ITEM 425

#### SPECIAL SERVICES/SATELLITE MOTOR SURVEILLANCE SERVICE

Satellite Motor Surveillance Service is used on the commercial truck movement of selected freight for the purpose of providing the shipping public with truck location reports, in transit truck status changes, and emergency notification.

When Satellite Motor Surveillance Service is requested, Consignor will attempt to notify Carrier in advance (48 hours or more if possible). The request for the service maybe made verbally or given to the Carrier in writing or noted on the Bill of Lading.

For shipments on which Satellite Motor Surveillance Service is requested an additional charge of **twenty-five (\$0.25)** cents per mile shall be assessed in addition to all other applicable charges.

For explanation of abbreviations and references, see last page of tariff.

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James E. Collins, President, Ace Doran Hauling & Rigging Co. 1601 Blue Rock St. Cincinnati OH 45223

## RULES AND REGULATIONS

## ITEM 430

## STOPOFFS-TO PARTIALLY LOAD OR UNLOAD (See NOTE A)

Except as otherwise specifically provided in individual Items, shipments subject to truckload rates and truckload minimum weights, or actual weight, if greater, received from one Shipper at one point at one time for one Consignee at one destination and covered by one Bill of Lading, may be stopped for partial loading or for partial unloading subject to the following rules, regulations, exceptions, and charges:

- (a) All freight charges must be paid in full at one time by Consignor or Consignee.
- (b) Only one Bill of Lading shall be issued for the entire shipment.
- (c) The Bill of Lading shall show, in the space provided therefore, the name of only one Consignee and one delivery address, and only one Shipper and one Shipper's address.
- (d) The names of places or addresses at which vehicle is to be stopped for completion of loading and/or partial unloading shall be shown either in the body of the Bill of Lading or in separate papers which shall be attached to and considered a part of the shipping documents.
- (e) Unlimited stops in transit for either partial loading or unloading will be permitted, exclusive of the original pickup and final delivery.
- (f) Both loading and unloading at the same stop will not be permitted. A shipment which has been stopped for partial unloading may not thereafter be stopped for partial loading.
- (g) Each stop off will be subject to a stop off charge of \$100.00, excluding point of final delivery. This charge shall be in addition to all other applicable charges to the shipment.
- (h) On shipments stopped for partial loading and/or unloading, charges shall be assessed on the basis of minimum weight, or actual weight when greater, of the entire shipment, from the point where any portion of the shipment is unloaded, between which charges are applicable based on the short line mileage from origin to final destination, or to a stop off point, to whichever of such points the charges are higher.
- (i) Mileages on all stop offs shipments will be computed via route of movement.

NOTE A - The provisions of this rule will not apply on shipments consigned "COD", "TO ORDER", "ORDER NOTIFY", "ORDER CARE OF", or on which Section 7 provisions of the Bill of Lading have been executed.

For explanation of abbreviations and references, see last page of tariff.

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## RULES AND REGULATIONS

### ITEM 435

#### SURCHARGE, FUEL

All shipments shall be subject to a fuel surcharge, in addition to all other rates and charges, calculated by multiplying the billed mileage by the surcharge amount shown below:

Fuel Price Index (NOTE A) in Cents per Gallon	Surcharge Amount
0.0 - 114.9 .....	0¢
115.0 - 118.9 .....	1¢
119.0 - 122.9 .....	2¢
123.0 - 126.9 .....	3¢
127.0 - 130.9 .....	4¢
131.0 - 134.9 .....	5¢
135.0 - 138.9 .....	6¢
139.0 - 142.9 .....	7¢
@143.0 and over .....	8¢ plus 1¢ for each 4¢ (or fraction thereof) that the index exceeds 146.9 cents per gallon

This surcharge shall also apply on all miles billed under:

- Equipment Ordered but not used
- Excess Mileage Charges
- Redelivery Service
- Refused or Rejected Shipments
- Movement of empty Equipment
- All Chargeable Deadhead and Bobtail Miles

The Fuel Surcharge shall be shown as a separate entry (not part of the rate) on the freight bill.

The person actually responsible, by contract or otherwise, for the payment of fuel charges is to receive the full increase in revenue derived from the fuel surcharge.

NOTE A - The Fuel Price Index is the national average diesel price as determined by the Energy Information Administration, Department of Energy. This figure is updated every Monday (or Tuesday if Monday is a holiday) and is available by calling (202) 586-6966. The fuel surcharge for each week shall be based on that week's Monday Fuel Price Index.

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## RULES AND REGULATIONS

### ITEM 440 (Change)

#### TARPING OF SHIPMENTS (See NOTE A)

At the request of the Shipper, tarping of loads will be accomplished by Carrier when Shipper places a notation on Bill of Lading to the effect that tarping is requested. The charge as shown in NOTE B will be assessed for such service for each vehicle so tarped.

In those instances where a load requiring tarping involves stopoffs to complete loading and/or stop-offs to partially unload and untarp and retarping is required at the stop-off point or points the charge for untarping and retarping shall be 90% of the original tarp charge and will be assessed for each time the load is required to be untarped and tarped.

NOTE A -- Carrier will not be liable for damage when no tarp is requested or Carrier will not be liable for damage when such damage is attributable to a lack of tarp and no tarp is requested or tarp is rejected.

NOTE B – The applicable charge for tarping of a shipment will be as follows:

(1) Tarping Standard- 4 ft. tarp .....	\$ <b>100.00</b>
(2) Tarping Special - 8 ft. tarp .....	\$ <b>150.00</b>
(3) Tarping Each Additional Tarp After 3 .....	\$ <b>100.00</b> Per Tarp
Legal Width or 8'4" high .....	\$ <b>150.00</b>
8'6" - 11'6" Wide or 8'4" - 10'4" High .....	\$ 225.00
11'6" - 14' Wide or 10'4" - 12' High .....	\$ 315.00
Over 14' Wide or over 12' High .....	SPOT BID

### ITEM 450

#### TERMINAL CHARGES AT PORTS (See NOTE A)

Rates do not include the cost of loading, unloading, handling, wrapping or other terminal service charges at ports of entry or export as assessed by steamship, barge or wharf companies or their agents.

(a) A charge of forty (40) cents per 100 pounds at the actual weight, minimum charge \$35.00 per vehicle required, shall be added to the applicable rates named on all shipments unloaded at such steamship or barge docks or wharves, except as provided in NOTE B.

(b) Consignor, Consignee, or Owner of the shipment may, if it desires, prepay such charges directly to the steamship, barge, or wharf company, or his agent, in which case no charge for this service will be assessed by the Carrier. The Bill of Lading and Shipping Order must be noted to the effect prior to pickup and delivery by the Carrier at piers, docks or wharves.

(c) Carrier will advance for collection from Shipper, Owner, or Consignee, lawful charges for storage of property in a public warehouse. The Bill of Lading and Shipping Order must be noted to the effect prior to pickup or delivery by the Carrier at piers, docks or wharves.

For detention of Carrier's equipment at steamship docks or wharves, apply charges provided in Item 200.

NOTE A – Provisions formerly published in this NOTE are hereby cancelled. See Item 455.

NOTE B - Any portions of a shipment that cannot be unloaded by its own power, weighing 10,000 pounds or more, shall be charged at the rate of forty-nine (49) cents per 100 pounds. In any case where actual terminal charges exceed forty (40) cents per 100 pounds or forty-nine (49) cents per 100 pounds, as the case may be, the minimum charge shall be the actual cost of such terminal charges.

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## RULES AND REGULATIONS

### ITEM 455

#### TOLL—ROADS, BRIDGES, TUNNELS and OTHER FEE-BASED PASSAGE

When the route from origin to destination includes toll, roads, bridges, tunnels, or other fee-based passage, Carrier shall pay the toll charges and assess such charges to the payer of the freight charges, in addition to all other applicable charges. Evidence of toll receipts shall be furnished to the party responsible for freight charges upon request.

When shipments subject to truck load rates are transported via routes shown below, the additional toll charges shall be assessed (All toll charges shown are per round trip)

Via the International Bridge between Sault St. Marie MI and Sault Ste. Marie Ontario, Canada	5 axles or less	\$31.00
	6 axles	28.00
	7 axles	45.00
	More than 7 axles	52.00
Via the Mackinac Bridge between the Lower and upper peninsulas of MI	5 axles or less	\$11.00
	More than 6 axles	13.00
Via Chesapeake Bay Bridge or via the Chesapeake Bay Bridge and Tunnel VA	5 axles or more	\$25.00

### ITEM 460

#### USE OF PROPER EQUIPMENT

It will be left to the Carrier's judgment as to what type of vehicle is better suited for the shipment in order to give the best service and protection on the highway (such as standard semi-trailers or low boy trailers) on articles that are over height, width, length, and/or bulk.

### ITEM 470

#### VEHICLE FURNISHED BUT NOT USED (See NOTE B)

(1) If, after arrival of Carrier's vehicle or vehicles at the place of loading designated by the Consignor, Consignor fails to tender a shipment for transportation, or informs the Carrier that shipment will not be tendered, a charge will be made for each vehicle ordered and not used as shown below and subject to the applicable rate per mile, as shown below, times the miles (See NOTE A):

Axles	To	Description	Rate Per Mile	Charge for each vehicle order and not used
0	5	Axles (Tractor and Trailer combination)	1.50	\$750.00
6	7	Axles (Tractor and Trailer combination)	1.85	\$900.00
8	9	Axles (Tractor and Trailer combination)	2.15	\$1,000.00
10	10	Axles (Tractor and Trailer combination)	2.45	\$1,500.00
11	12	Axles (Tractor and Trailer combination)	2.80	\$2,000.00
13	13	Axles (Tractor and Trailer combination)	3.25	\$2,500.00
14	and Over	Axles (Tractor and Trailer combination)	3.70	\$5,500.00

(2) If, after expiration of two (2) hours from the time of arrival of Carrier's vehicle, Consignor has not tendered a shipment for transportation or furnished Carrier with information respecting tender of shipment, Carrier's vehicle shall be considered to be released by Consignor and charges shall be assessed in above table.

NOTE A – Miles will be practical or permitted routed, whichever is the greater, calculated from place of designated loading to either (a) the closest terminal or (b) the next place of loading, whichever computes the shortest miles.

NOTE B – Where permits and escorts have been ordered, the Consignor shall be billed at actual cost.

### ITEM 480

#### WEIGHT

For explanation of abbreviations and references, see last page of tariff.

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- (a) Except as otherwise provided, charges shall be computed on gross weight of articles shipped. The Shipper should show on Bill of Lading the actual gross weight.
- (b) Carrier reserves the right to weigh shipments where facilities for weighing are available at point of origin or enroute, or at destination. Scale tickets shall show gross and tare weight of vehicle. Net weight, if greater than the applicable minimum weight, is to be used in computing freight charges, except as otherwise specifically provided.
- (c) If the weight of the article or articles shipped cannot be determined as provided in paragraphs (a) and (b) above, the Shipper shall furnish the Carrier in writing with an itemized statement of the article or articles offered for shipment, together with the actual gross weights thereof, indicating that such weights are the actual weight of the article or articles described to the best of his knowledge and belief. Such statement must be signed by the Shipper.
- (d) The maximum weight per container or trailer shall not exceed the maximum legal weight by law established by the states through which operations are conducted.

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**EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS FOR  
STANDARD USE THROUGHOUT THE TARIFF, AS AMENDED**

ABBREVIATION OR REFERENCE MARK	EXPLANATION
(A)	Addition.
(C)	Change in wording resulting in neither increases nor reductions.
(I)	Increase.
(R)	Reduction.
CDA	Country of Canada
Conc.	Concluded.
Cont.	Continued.
CTRY	Country
CY	County
HGB.	Household Goods Carriers' Bureau.
ICC.	Interstate Commerce Commission.
PC	Postal Code
ST	State or Postal Code or Province
USA	Country of the United States of America

CTRY	STATE	PC	CTRY	STATE	PC	CTRY	STATE	PC
CDA	Alberta	AB	USA	Florida	FL	USA	New Jersey	NJ
CDA	British Columbia	BC	USA	Georgia	GA	USA	New Mexico	NM
CDA	Manitoba	MB	USA	Hawaii	HI	USA	New York	NY
CDA	New Brunswick	NB	USA	Idaho	ID	USA	North Carolina	NC
CDA	Newfoundland	NL	USA	Illinois	IL	USA	North Dakota	ND
CDA	Northwest Territories	NT	USA	Indiana	IN	USA	Ohio	OH
CDA	Nova Scotia	NS	USA	Iowa	IA	USA	Oklahoma	OK
CDA	Ontario	ON	USA	Kansas	KS	USA	Oregon	OR
CDA	Prince Edward Island	PE	USA	Kentucky	KY	USA	Pennsylvania	PA
CDA	Quebec	QC	USA	Louisiana	LA	USA	Rhode Island	RI
CDA	Saskatchewan	SK	USA	Maine	ME	USA	South Carolina	SC
CDA	Yukon Territory	YT	USA	Maryland	MD	USA	South Dakota	SD
USA	Alabama	AL	USA	Massachusetts	MA	USA	Tennessee	TN
USA	Alaska	AK	USA	Michigan	MI	USA	Texas	TX
USA	Arizona	AZ	USA	Minnesota	MN	USA	Utah	UT
USA	Arkansas	AR	USA	Mississippi	MS	USA	Vermont	VT
USA	California	CA	USA	Missouri	MO	USA	Virginia	VA
USA	Colorado	CO	USA	Montana	MT	USA	Washington	WA
USA	Connecticut	CT	USA	Nebraska	NE	USA	West Virginia	WV
USA	Delaware	DE	USA	Nevada	NV	USA	Wisconsin	WI
USA	District of Columbia	DC	USA	New Hampshire	NH	USA	Wyoming	WY

THE END

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