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3545 LONG BEACH BLVD., 5TH FLOOR
P.O. BOX 92829
LONG BEACH, CALIFORNIA 90809-2829
(310) 537-1432 FAX (310) 427-6855

DEPT. OF TRANSPORTATION
PROJECT SECTION

99 MAR -9 AM 11:17

ORIGINAL

March 3, 1999

Docket Clerk
U.S. DOT Dockets,
Room PL-401
400 Seventh Street, SW
Washington, DC. 20590-000 1

Re; Docket No. FHWA-98-3656 → 4

We are responding to the chassis and trailer "roadability issue as an Intermodal Carrier operating for **Fifty five consecutive years.**

Equipment owners often have no idea where their assets are or who has possession. Long term **leases** and equipment interchange agreements with extensive indemnity provisions pass the buck from one party to another. Ocean carriers "pool" equipment that ends up in terminal and stevedore facilities who may have no responsibility when they release it to a trucker. It is not uncommon for the ocean carriers "equipment control" **clerks** to bill truckers for "lost equipment" **years** after the initial interchange. This practice forces truckers who cannot **find** aged paperwork, to pay thousands of dollars or be shut out of terminals!

Extendable slider chassis have a record of **sliding completely apart in transit!** This situation may be attributed to **design and maintenance.**

An example involves a "slider chassis" received from a **Container Services terminal in Long Beach, California** August of 1996, that came apart on the Freeway and the tandem wheels hit an auto. The matter is still in litigation, as the **Leasing company, Terminal operator, and Ocean Carrier** cross-complained the trucker for indemnification under the interchange agreement despite the evidence .

- 1/ The slider pins were worn with no retaining pin
- 2/ There was no return spring the handle under inside chassis rail was held together with a **rubber** tie strap.
- 3/ The FHWA & California B.I.T. Mechanical inspection on the chassis was three months overdue.

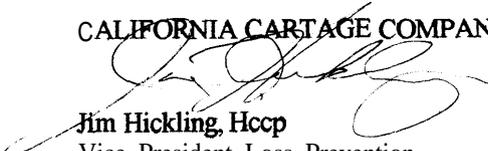
The responsibility must be placed with the (a) equipment owner (b) leasing company (c) **ocean** Carrier and (d) terminal operators releasing defective equipment. Laws need to clarify that a clause for indemnification, legal fees or other expense made part of any contract or Equipment Interchange Agreement is **null** and void when equipment is found defective or in violation of Safety standards.

Docket Clerk,
US DOT Dockets,
Re: FHWA-98-3656

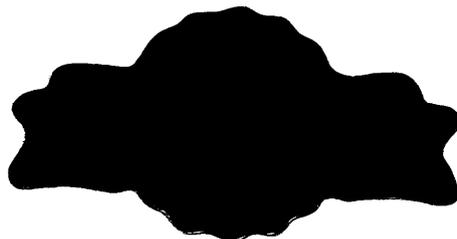
Finally, a reasonable time limit of less than one year should uniformly apply to Claims **for lost equipment**. There is no incentive under present agreements as truckers are billed the value of **Equipment** "allegedly lost" **plus** a daily per diem or rental rate.

Sincerely,

CALIFORNIA CARTAGE COMPANY, INC.


Jim Hickling, Hccp
Vice President Loss Prevention

Encls;
cc: ATA
CTA
UIIA



Chassis manufactured by
B (I C O)

Owned by Nautilus
Leasing? (unable to
locate)

FRANS OCEAN also
Shown as Owner?
(unable to locate)

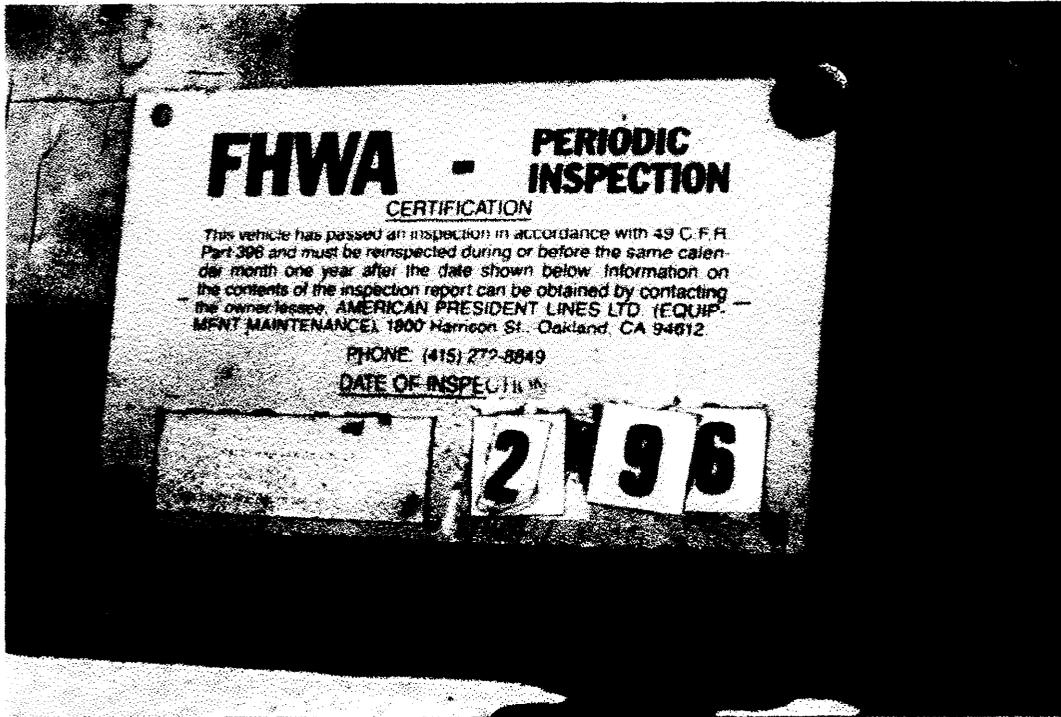
American President
Lines Maintenance plate
On equipment
(not under their lease?)

Interchange receipt shows
Orient Reefer Container
Services. (unable to locate)
tracker was directed to a
holding yard in Long Beach
to pickup chassis.

Orient reefer Container
Services contracted with
Cooltainer/ SEACO
(foreign operators?)



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FHWA - PERIODIC INSPECTION

CERTIFICATION

This vehicle has passed an inspection in accordance with 49 C.F.R. Part 396 and must be re-inspected during or before the same calendar month one year after the date shown below. Information on the contents of the inspection report can be obtained by contacting the owner/lessee, AMERICAN PRESIDENT LINES LTD. (EQUIPMENT MAINTENANCE), 1800 Harmon St., Oakland, CA 94612.

PHONE: (415) 272-8849

DATE OF INSPECTION

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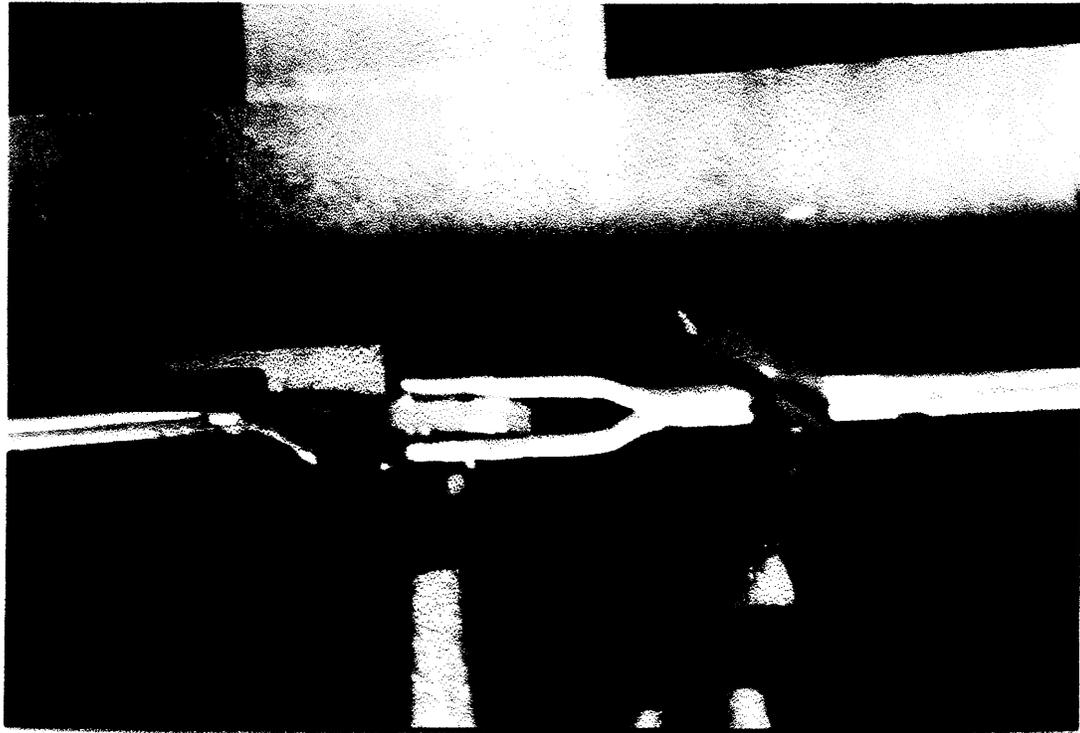
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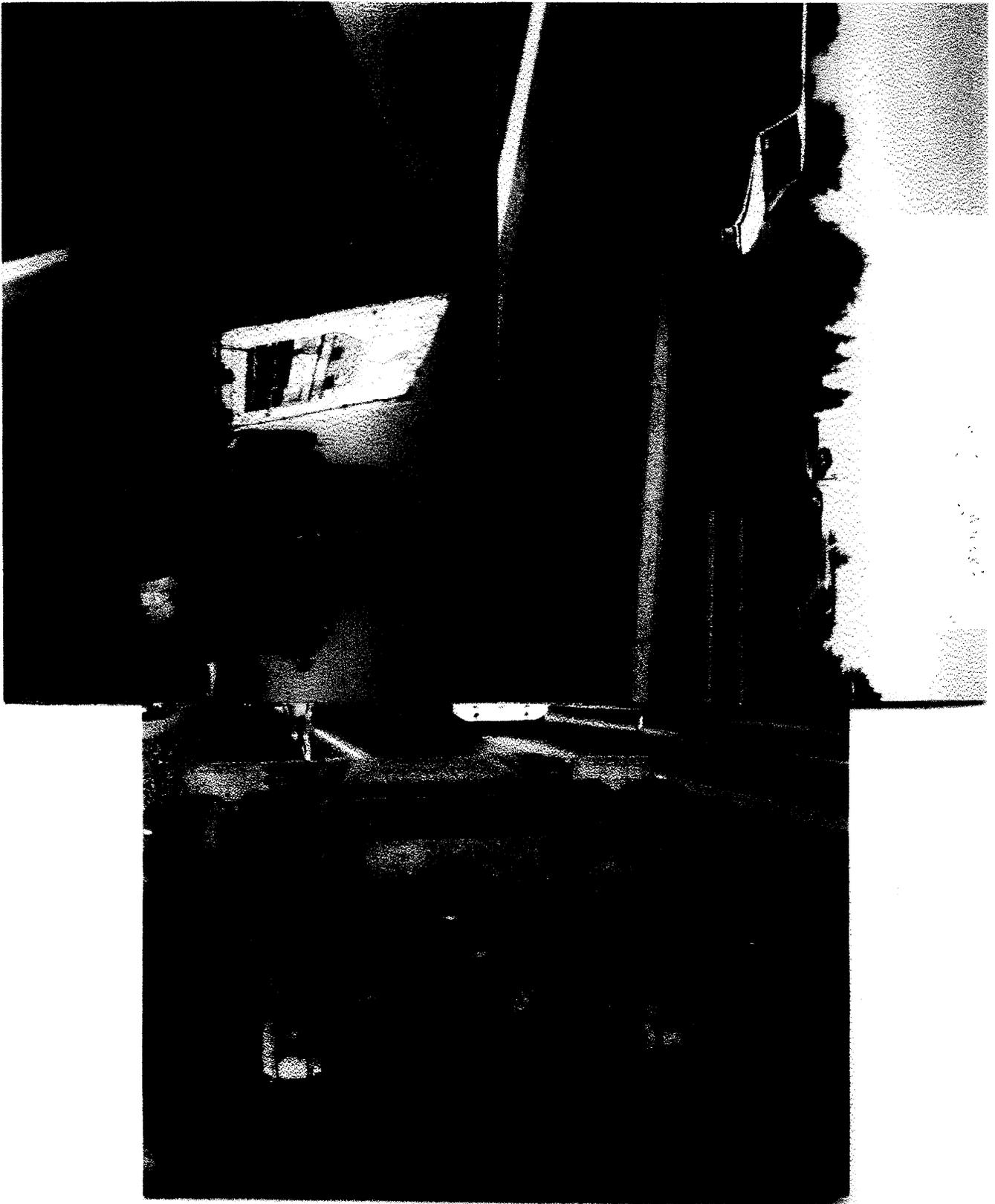


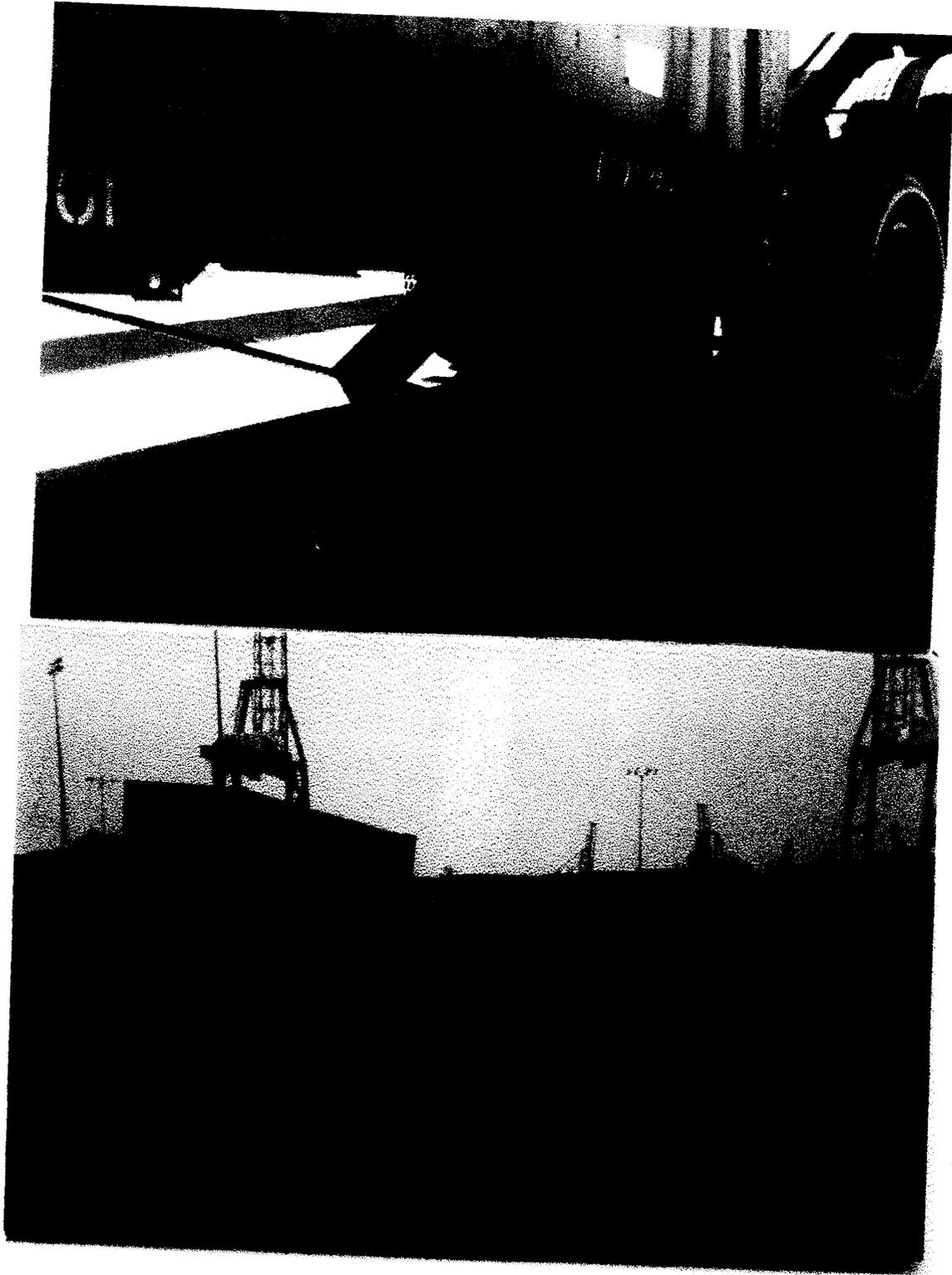
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THESE ARE EXAMPLES OF SIMILAR INCIDENTS