

AUTHORIZED TOW & SERVICE OPERATOR AGREEMENT

This Authorized Tow & Service Operator Agreement (“Agreement”) is made between The Illinois State Toll Highway Authority, an administrative agency and instrumentality of the State of Illinois (“Tollway”) and _____, a _____ (“Tow Operator”).

RECITALS

WHEREAS, the Tollway owns, operates, maintains, constructs and regulates a system of toll highways within the State of Illinois;

WHEREAS, the Tollway seeks to ensure safe operations on its toll highways;

WHEREAS, expeditious clearing of disabled vehicles and debris from the toll highways and other areas of the Tollway system is necessary to promote safety, eliminate traffic hazards and prevent automotive injuries and fatalities;

WHEREAS, in order to facilitate the expedient, safe and efficient towing of disabled vehicles and the removal of debris, the Tollway will compile a list of authorized, licensed vehicle tow and road service operators (“Authorized Tow List”) to perform vehicle tow and road services on the Tollway system;

WHEREAS, tow operators who chose to participate in the Tollway’s towing operation understand that the safety of Tollway patrons and staff is of utmost importance;

WHEREAS, tow operators who chose to participate in the Tollway’s towing operation understand and agree that Tollway tows are their top priority; and

WHEREAS, tow operators who chose to participate in the Tollway’s towing operation understand that if they do not meet the expectations and standards of the Tollway, they will be removed from the Authorized Tow List; and

NOW THEREFORE, in consideration of the premises, the covenant and conditions contained herein, and other good and valuable consideration, the parties agree to the following terms and conditions relative to the authorization to provide vehicle tow and road services:

A. Undertakings and Relationship of the Parties

1. Tow Operator understands and agrees that (i) the safety of Tollway patrons and staff is of utmost importance; (ii) providing tow and road services on the Tollway is its top priority; and (iii) if it does not meet the expectations and standards of the Tollway, it will be removed from the Authorized Tow List.

2. The Tollway authorizes Tow Operator to provide tow and road services, as further defined herein, in a specified section of the toll highway system. Tow Operator will be formally notified by the Tollway of the section of toll highway system for which it will be responsible for providing tow and road services, and from time to time, the section of toll highway system for which Tow Operator is responsible may change. The authorization to provide such services shall be non-exclusive.
3. At its discretion, the Tollway will assign requests to assist motorists on Tow Operator's assigned section of the Toll Highway to Tow Operator. Tow Operator does not have the right to any particular assignment or to any particular quantity of assignments.
4. Tow Operator's authorization to provide tow and road services shall commence on the effective date of this Agreement and shall continue for a term of ten (10) years unless earlier terminated by either party or as provided herein.
5. Tow Operator's relationship to the Tollway is that of an independent contractor authorized to perform tow and road services on a designated section of the toll highway system in strict compliance with the terms and conditions included in this Agreement. No partnership, agency or other business or organizational relationship is created, express or implied, by this Agreement.
6. Tow Operator agrees to provide professional and courteous tow and road services.
7. Tow Operator's failure to comply with the rules, regulations and procedures of the Tollway, as well as the terms and the requirements of this Agreement, shall be cause for termination of the Tow Operator's authorization to provide tow and road services on the toll highway system.

B. Rules, Regulations and Procedures Governing Tow Operator

1. In addition to the terms and conditions included in this Agreement, Tow Operator shall comply with all rules, regulations and procedures of the Tollway and all applicable local, state and federal laws, rules and regulations, including but not limited to the Illinois Motor Vehicle Code, and all laws, rules and regulations regarding the sale and/or disposal of unclaimed vehicles.

2. Tow Operator shall be available to provide tow and road services on a twenty-four (24) hour a day basis, 365 days a year.
3. Tow Operator shall maintain a telephone number that must be answered twenty-four (24) hours a day, 365 days a year. The use of an answering machine is not allowed. A missed call will result in a “skip” in Tow Operator’s normal rotation and may be cause for removal from the Authorized Tow List.
4. Tow Operator may hire a towing dispatch answering service to handle calls after normal business hours. However, Tow Operator must be able to take calls from the service on a twenty-four (24) hour, 365-day basis and must satisfy the time requirements set forth in this Agreement regardless of whether it uses an answering service.
5. Upon receiving a call from the Tollway regarding a request for assistance, Tow Operator will provide the Tollway with an estimated time of arrival. Tow Operator’s travel time from its place of business to the incident location shall be no more than thirty (30) minutes. Tow Operator shall notify the Tollway of its 10-23 arrival and 10-24 times by Tollway radio. If Tow Operator does not have a Tollway radio, Tow Operator shall notify the Tollway of its 10-23 arrival and 10-24 times by telephone. Tow Operator may be required to install a Tollway radio.
6. Upon receiving a call for assistance from a Tollway patron, Tow Operator will provide the patron with an estimated time of arrival. Tow Operator’s travel time from its place of business to the incident location shall be no more than thirty (30) minutes.
7. Tow Operator must dispatch an appropriate tow truck/service truck to the scene of an incident, regardless of whether it is for an accident or a disabled/abandoned vehicle. A dispatched vehicle will handle no other business while en route to the incident.
8. Tow Operator represents that its trucks are in sound mechanical condition, safe, properly equipped and suitable for their intended use. Its trucks shall be of good appearance, shall display Tow Operator’s business name, address and telephone number and shall display Tollway authorized service decal on both sides. Tollway authorized service decals must be removed prior to the sale of an authorized tow service truck or immediately upon the termination of Tow Operator’s towing authorization.
9. At all times, flatbed trucks/trailers and wheel lift equipment must be readily available to Tow Operator. However, it is not necessary that all of the vehicles in Tow Operator’s fleet be so equipped. Tow Operator

must continually have available in its fleet a minimum of one light duty wrecker and one flatbed truck in sound mechanical condition. It is Tow Operator's responsibility to call the Tollway's Fleet Unit immediately if it does not have the minimum amount of vehicles available for service. Failure to maintain the minimum number and type of trucks available for service will result in immediate suspension and possible termination of this Agreement.

10. The Tollway reserves the right to call additional or replacement tow operators if Tow Operator fails to perform to the Tollway's expectations or standards or if the Tollway determines, in its sole discretion, that additional tow operators are needed.
11. Tow Operator must abide by the Tollway's Schedule of Fees (as attached hereto and as amended from time to time by the Tollway in its sole discretion) and must accept at least one (1) major credit card (e.g., Visa, Master Card, American Express, Discover, etc.). Tow Operator shall not charge a Tollway patron any fee to pay with a credit card. Tow Operator shall give each patron an official Tollway invoice and shall promptly provide a copy of the invoice to the Tollway.
12. Tow Operator agrees to maintain, for a minimum of three (3) years from the date of service, accurate payment records for tow/road services performed pursuant to this Agreement. Tow Operator's books and records pertinent to tow/road services Tow Operator provides shall be made available to the Tollway or its designated representative upon request.
13. The Tollway will provide Tow Operator official billing invoices (at no cost to Tow Operator) to be used for all towing and/or services occurring on Tollway roadways regardless of how Tow Operator is notified of the tow or service request. The invoices may not be used for any other purpose. Tow Operator shall provide a Tollway invoice to every Tollway customer at the time it renders service. Tow Operator agrees to provide the Tollway copies of all invoices for tow/road services rendered on the Tollway within fifteen (15) days of the date of service or immediately after the towed vehicle has been released. Invoices must be sent to the Tollway (attention: Incident Manager) weekly. Late submittals may result in Tow Operator being assessed administrative charges (see below Part C., Discipline) or termination of this Agreement.

Invoices shall include the following information:

- TOW OPERATOR'S NAME, ADDRESS, PHONE NUMBER: Your company information must be stamped on or written in.

- MOTORIST NAME, PHONE: Must be filled in at the scene or when the motorist's vehicle is picked up at Tow Operator's garage.
- MOTORIST'S ADDRESS, CITY, STATE, ZIP: Must be filled in at the scene or when the motorist's vehicle is picked up at Tow Operator's garage.
- TIME CALL RECEIVED: Time Tow Operator received the call for service.
- TIME ARRIVED: Time Tow Operator's truck arrived at the dispatched location.
- TIME CALL COMPLETED: Time Tow Operator's truck completed service on the road.
- PARTY REQUESTING SERVICE: Tollway or Tollway patron.
- TOW AUTHORIZATION NUMBER: This three or four digit number will be assigned by Tollway Dispatch and given at the time of the call. It is **mandatory** that this number be written on the invoice.
- DATE: Date of Service.
- VEHICLE YEAR, MAKE, BODY STYLE: e.g., "89 Chev 4-Dr," "78 INT TRAC/TRL," etc.
- LICENSE YEAR, STATE, NUMBER: e.g., "90 IL HC1078," "90 IL 277 T/A," etc.
- VIN NUMBER: To be taken from serviced/towed vehicle.
- TOWED TO: The address to which the vehicle and/or the Tollway customer was transported, e.g., "12705 S. Halsted."
- TOWED FROM: The approximate location at which Tow Operator commenced providing service, e.g., "I-90, M.P. 271 ½ NB;" "Lincoln Oasis SB," etc.
- PICK-UP ODOMETER: Tow Operator's truck odometer reading when the vehicle is ready to be towed.
- DROP-OFF ODOMETER: Tow Operator's truck odometer reading when vehicle is un-hitched at its destination or at Tow Operator's garage.
- SERVICE CALL: Check "serviced" box if the vehicle was repaired by Tow Operator at the scene and was driven from scene without a tow; otherwise, check appropriate box if vehicle was towed.
- LIGHT-DUTY TOW/SERVICE: List charges on appropriate lines (charges should be no more than the maximum fee on the approved fee on the Tollway's Schedule of Fees).
- MEDIUM AND HEAVY-DUTY TOW/SERVICE: List your charges on the appropriate line (charges should be no more than the maximum fee on the Tollway's Schedule of Fees).
- TOTAL CHARGES: Add up all individual charges and list the total charge to the customer.
- RELEASED TO: If the motorist was not with Tow Operator when Tow Operator reached its garage or other destination and the vehicle is picked up at a later time, have the person to whom the vehicle is released sign and print his/her name and date on the invoice. If storage fees are charged, the time of day must be shown.

- DRIVER’S SIGNATURE: Tow truck driver must sign and print his/her name on the invoice.
 - VERIFICATION OF INVOICES: Tow Operator must have the invoices checked and verified for accuracy. The company owner or designee must verify the accuracy of the invoice by initialing the invoice on the appropriate line.
14. Tow Operator agrees to seek compensation for towing services performed pursuant to this Agreement solely from the owner of the vehicle. Tow Operator shall make no claim against the Tollway for any services performed or costs incurred by it pursuant to this Agreement.
 15. Tow Operator shall not transfer a service call to another towing firm. If Tow Operator is unable to handle a call, or if additional equipment is needed from another company, Tow Operator shall immediately notify the Tollway. The Tollway will, in its sole discretion, determine whether to dispatch back-up service.
 16. Tow Operator must maintain a fenced and adequately sized storage facility secure against theft and damage. Failure to comply with this requirement will result in suspension or termination of this Agreement.
 17. Vehicles shall be released upon proof of rightful ownership or legal possession and only if the Illinois State Police (“ISP”) Tow-In Sheet indicates that the vehicle is eligible for release.
 18. Tow Operator shall release personal property contained within the towed vehicle to the lawful owner pursuant to 625 ILCS 5/4-203, specifically including Section 4-203(g)(4 and any subsequent amendments to 625 ILCS 5/4-203.

Except as set forth above, personal property will be released at no additional charge to the patron. All other personal property shall be subject to the possessor lien. In certain situations, in the judgment of the Tollway, Tow Operator may be required to release all personal belongings to the vehicle owner. The Tow-In Form shall be amended to show the items released and the identity of the persons who received the property. No fees shall be assessed by Tow Operator to inspect the owner’s vehicle.

19. The Tow Operator must keep and maintain a separate log of all personal property temporarily removed from towed vehicles for safekeeping and shall indicate the location of said property. This log shall be retained with the Tollway invoice.

20. Tow Operator will release vehicles twenty-four (24) hours a day, but only as set forth in paragraph 16 above. An additional fee, not to exceed the amount listed on the Tollway Fee Schedule, may be assessed for releasing a vehicle at times when the Tow Operator is not present at its place of business and must travel to the business to open the office. Tow Operator shall not assess an after-hours fee should the registered owner, or anyone else able to substantiate rightful possession, arrives during Tow Operator's posted normal business hours or any day between 7:00 a.m. – 5:00 p.m.
21. Tow Operator must promptly notify the Illinois State Police, District #15 whenever it releases an abandoned vehicle that was towed from the Tollway system. Vehicles impounded at the direction of law enforcement authorities shall not be released without prior authorization from said authorities.
22. Tow Operator must continuously maintain, and provide the Tollway with, a current Certificate of Insurance, with insurance providers approved by the Tollway, and in a form and with limits of liability required by the Tollway (as set forth below), naming both ISP and the Tollway as additional insureds. Failure to meet this requirement will result in immediate suspension from the Authorized Tow list or termination of this Agreement.
 - a. Broad Form Garage Liability Insurance of not less than \$1,000,000 per occurrence with a \$2,000,000 aggregate naming the Tollway and ISP as additional insureds.
 - b. Garage Keepers Legal Liability Insurance with limits of not less than \$150,000 per tow/road service vehicle. On Hook Coverage up to 10,000 lbs. Gross Vehicle Weight, \$50,000. On Hook Coverage 10,001 lbs. Gross Vehicle Weight to 20,000 lbs. Gross Vehicle Weight, \$75,000. On Hook Coverage 20,001 lbs. and up, \$150,000.

If the vehicle being towed or recovered is covered for losses under the above Garage Keepers Legal Liability coverage, in lieu of On Hook Coverage, Tow Operator must have a Cargo Insurance Policy; provided the amount of the Cargo Insurance Policy is for not less than the required \$150,000 minimum per tow truck to cover the vehicle in tow, as well as the contents of the towed or recovered vehicle.
 - c. Automobile Liability Insurance of not less than \$1,000,000 per occurrence, including coverage for hired and non-owned

vehicles, and issuance of the MCS-90 endorsement as required by the U.S. Department of Transportation.

- d. Workman's Compensation Policy covering Tow Operator's tow truck drivers and employees involved in towing operations.
 - e. All insurance policies shall be endorsed to require thirty (30) days written notice of cancellation to the Tollway. Tow Operator agrees to furnish current Certificates of Insurance to the Tollway upon execution of this Agreement and annually thereafter. Unless otherwise agreed to in writing by the Tollway, coverage shall be by carriers with a Best Rating of "A" or better.
23. This Agreement and the authorization provided herein is not transferrable and will terminate immediately upon termination of Tow Operator's business or if a majority ownership interest in Tow Operator is sold or transferred after the effective date of this Agreement.
24. Tow Operator shall not provide gratuities or anything of value to ISP personnel or to any Tollway employee.
25. No Tow Operator advertising shall be permitted on Tollway property. This includes business cards, phone stickers, etc.
26. Tow Operator agrees to indemnify and hold harmless the Tollway, its directors, officers, employees and agents, and ISP, and its directors, officers, employees, and agents, from and against any and all liabilities, claims, injuries, damages, penalties, actions, suits, losses, costs and expenses, of every nature and description, and attorneys' fees resulting from or arising out of Tollway requests for Tow Operator tow/road services and/or Tow Operator's performance pursuant to this Agreement.
27. Tow Operator grants the Tollway and ISP the right to inspect its business premises, facilities, vehicles, equipment and storage areas, upon reasonable notice, to verify compliance with the terms and conditions of this Agreement.
- a. Prior to execution of this Agreement, Tow Operator shall provide the Tollway written proof that it is licensed and/or registered to provide vehicle tow and other roadway-related services in the State of Illinois.
 - b. Tow Operator shall submit to the Tollway, at the time of signing this Agreement, a list of its current employees with verification showing which employees are licensed to drive and operate Tow Operator's vehicle tow and roadway-related service equipment.

Tow Operator agrees to update this list whenever requested by the Tollway, whenever an employee is replaced and as new employees are hired.

28. In the event any of Tollway-owned equipment in Tow Operator's vehicles, or in Tow Operator's possession and control, is damaged, destroyed or stolen, Tow Operator agrees to reimburse the Tollway within thirty (30) days after receiving a written invoice for the cost to repair and/or replace the equipment. Failure to timely reimburse the Tollway shall be grounds to terminate this Agreement.
29. Tow Operator shall only be accompanied by essential employees when responding to a dispatch call. An essential employee is any person necessary to provide safe towing and/or road service. Under no circumstances shall Tow Operator be accompanied by family members, acquaintances or non-essential personnel.
30. Tow Operator's tow truck drivers may be required to participate in training sessions, given by either ISP or the Tollway, covering Tollway safety and vehicle removal-related towing procedures. Training sessions will be scheduled at times and locations determined by the Tollway and/or ISP.
31. Keys to gates at certain Tollway Oasis facilities are issued so that Tow Operator may gain access to and from the Tollway through the local road access of the Oasis when providing services pursuant to this Agreement. When using the gates for access, the lock is to be secured immediately after passage. A maximum of six (6) keys may be issued to Tow Operator. The first four (4) keys will be issued at no charge. Tow Operator must pay \$25.00 for each additional key. If a key is lost, Tow Operator must pay \$25.00 for a replacement key.
32. The Tollway may require Tow Operator to attend meetings regarding Tollway towing operations and/or roadway services.
33. Tollway may require that Tow Operator have a minimum of one (1) Tollway radio, installed by a Tollway technician, in its facility or in a designated vehicle. Tollway may require a monetary deposit for each radio it installs. Upon the Tollway's removal of an operating radio, the Tow Operator will be reimbursed the full amount of the deposit less maintenance costs.

C. Liability, Suspension and Termination

1. The Tollway reserves the right, in its sole discretion, to terminate this Agreement, for convenience upon thirty (30) days' notice to Tow Operator.

2. The Tollway may, in its sole discretion, immediately terminate this Agreement and halt all towing operations of Tow Operator if the Tollway determines that Tow Operator's actions are jeopardizing the safety of Tollway customers or employees.
3. In addition, Tow Operator may be subject to discipline that may include suspension or termination of this Agreement, reduced or altered assigned areas and/or liability for administrative fines/charges and refunds to customers, for breaching this Agreement or for one or more of the following reasons:
 - a. failure to comply with applicable local, state and federal laws and all rules, regulations, policies, manuals or other instructions of the Tollway and/or ISP;
 - b. receipt of a complaint of excessive charges, whether deliberate or accidental, that is verified as accurate by the Tollway; the Tollway, in its sole discretion, may request that Tow Operator reimburse the customer;
 - c. failure to respond promptly, without reasonable justification, when called for service;
 - d. criminal activity;
 - e. receipt of a complaint of poor service, verified by the Tollway, from the public, ISP, or the Tollway;
 - f. engaging in action that obstructs ISP or the Tollway or action the Tollway regards as jeopardizing public confidence in ISP or the Tollway;
 - g. giving or offering of gratuities to ISP personnel or Tollway employees;
 - h. failure to have indemnity bonds or insurance policies in effect;
 - i. damaging, as a result of negligence or poor performance, any vehicles being towed, stored or impounded;
 - j. failure to comply with procedures set forth in this Agreement;
 - k. failure to adequately maintain Tow Operator vehicles and equipment;
 - l. failure to submit official towing invoices to the Tollway within fifteen (15) days after completing a tow or after releasing a vehicle;
 - m. failure to have staff available to answer all calls;

- n. failure to answer calls from the Tollway Dispatch Center; and
- o. failure to meet required response times.

D. Complaint Investigations

1. The Tollway, in conjunction with ISP, if required, may investigate all complaints with respect to towing and road services.
2. If the allegations of a complaint are confirmed, the Tollway shall notify the Tow Operator in writing of the results of its investigation. Tow Operator shall have ten (10) days from receipt of the Tollway's notice to file a written response to the allegations. All written responses shall be addressed to the Tollway Fleet Unit.
3. Thereafter, the Tollway shall take any corrective action it deems appropriate, which may include, but is not limited to, a reprimand, temporary suspension, permanent removal from the Authorized Tow List or termination of this Agreement.
4. Relative to corrective action, the decision of the Tollway shall be final.

E. Establishment of Towing Zones

1. Towing Zones shall be established by the Tollway to:
 - a. minimize tow/service vehicle response time to within an estimated thirty (30) minutes of notification; and
 - b. provide efficient tow/road service to Tollway customers.
2. Towing Zone Boundaries:
 - a. will be determined by the Tollway based upon operational needs;
 - b. will be periodically reviewed and revised by the Tollway to ensure that the level of service in each zone is consistent with a zone's towing needs.
3. Tow Operator need not be located within the boundaries of its assigned towing zone; however, Tow Operator must be able to respond to calls within thirty (30) minutes.

F. System of Rotation

1. Each towing zone will have a separate list for regular and medium/heavy duty towing. If Tow Operator is approved for light, medium and heavy duty towing, Tow Operator's name will appear on each list pertaining to its assigned towing zone.
2. If there are multiple tow operators assigned to a tow zone, generally, Tow Operator will be called out in rotation, unless it or another assigned tow operator possesses special equipment that is required at the scene and other tow operators do not have the special equipment. A tow operator with special equipment will be given priority whenever that equipment is needed and will be placed at the bottom of the list after being given a priority call.
3. The Tollway will maintain records indicating the number of calls placed with Tow Operator, its response rate and its response time.
4. The Tollway Dispatch Center will attempt to call Tow Operator at least three (3) times within a five (5) minute time period. If the Tollway does not reach Tow Operator, including if Tow Operator's line is busy, the Tollway shall record the call as a "no answer/turn down" and shall put the Tow Operator's name at the bottom of the call rotation list. Repeated "no answers" are strongly discouraged and may lead to discipline up to and including termination of this Agreement.
5. If the Tollway Dispatch Center calls Tow Operator and is put on hold, for any reason, the Dispatch Center will call the next tow operator on the list.
6. If Tow Operator cannot provide service due to equipment failure or other unforeseen circumstances, Tow Operator must immediately notify the Tollway Dispatch Center of its out-of-service status. After receiving such notice, the Dispatch Center will remove Tow Operator's name from the call rotation list. Once Tow Operator notifies the Tollway Dispatch Center that it is back in service, Tow Operator's name will be added to the bottom of the call rotation list.

G. Additional Requirements

1. Each of Tow Operator's drivers must have and continuously maintain a valid Commercial Drivers License and be classified for the type of towing operation he/she will perform.

2. All of Tow Operator's towing equipment must display a current and valid Illinois license plate in accordance with 625 ILCS 3/5-414, 3/5-701 and 5/5-202.
3. Tow Operator must comply with all applicable weight requirements.
4. Tow Operator is responsible for removing glass, debris and spilled fluids from the roadway at accident scenes to which it responds. Tow Operator must require its drivers to carry some type of granular absorbent material in the trucks/vehicles they use respond to calls to mitigate fluid spills. To expedite the opening of traffic lanes, Tollway employees may assist Tow Operator with clean up tasks but clean up tasks remain Tow Operator's responsibility. Failure to adequately clean up after a vehicle is towed may result in charges payable by Tow Operator to the Tollway.
5. All Tow Operator vehicles must meet the requirements of 625 ILCS 5/12-606, and those set forth below:
 - a. Identification on the doors:

For purposes of this requirement:

 - Each of Tow Operator's tow trucks shall display Official Towing Decals. One decal shall be displayed on the right side and one decal shall be displayed on the left side of each truck.
 - Official Towing Decals shall be provided by the Tollway at no cost to Tow Operator. If a decal becomes mutilated or difficult to read, Tow Operator must purchase a replacement decal from the Tollway. The Tollway shall furnish replacement decals at a cost determined by the Tollway.
 - Decals applied to tow trucks shall be removed by Tow Operator if a tow truck is sold or leased to another company or if Tow Operator otherwise disposes of a truck. Decals shall be removed from all trucks owned by Tow Operator if Tow Operator is sold or otherwise changes majority ownership or is permanently removed from the Authorized Tow List.
 - All removed or damaged Official Towing Decals shall be returned to the Tollway within 10 days. Tow Operator shall be charged and responsible to pay \$500.00 for any decals it fails to return to the Tollway as required.
 - b. Equipment (including broom, shovel, trash can, fire extinguisher, flares, reflective triangle kit) and other equipment as specified in

the Illinois Vehicle Code shall be carried on each of Tow Operator's trucks.

- c. Insurance is subject to the terms and conditions of this Agreement and the Illinois Vehicle Code.
6. Tow Operator shall maintain records at its principal place of business, 625 ILCS 5/5-401.2. The records shall be subject to inspection by the Tollway.
7. Pursuant to 625 ILCS 5/13-101, all of Tow Operator's trucks must have a valid State Safety Inspection Sticker and a Certificate of Safety from the State. Tow Operator shall not dispatch any vehicle to provide tow/road services that does not meet these requirements.
8. To secure an accident scene and establish appropriate lane closures and traffic control to enable vehicle towing and road services to be performed in a safe, expedient and efficient manner, Tow Operator shall cooperate with and take direction from ISP, fire protection and other emergency service authorities, and Tollway personnel. The parties, and their respective agents, agree to communicate, cooperate and coordinate with one another on all issues, including, but not limited to, safety, traffic and incident management.

H. Additional Operational Procedures

In addition to all other applicable requirements regarding operating procedures, Tow Operator understands and shall observe and comply with all of the following:

1. As permitted by 625 ILCS 5/12-215(b)1, all of Tow Operator's vehicles must be equipped with a minimum of two yellow/amber oscillating, rotating or flashing lights mounted toward the top of the vehicle so as to be visible from all directions. Use of the amber lights is required whenever a tow or road service vehicle is involved in towing or servicing vehicles on or in close proximity to the roadway.
2. Reports of lane blockage incidents shall take priority over other calls for assistance.
3. Tow Operator shall not assist a vehicle on the opposite side of the toll highway, which would require the Tow Operator or the driver of the disabled vehicle to walk across the roadway. Tow Operator shall avoid walking across lanes open to traffic.

4. Tow Operator shall not perform or engage in any maneuver that may jeopardize the safety of Tollway personnel, law enforcement personnel, the motoring public or any other persons.
 - a. Tow Operator shall not make a U-turn on the Tollway unless and until Tollway personnel take steps to ensure that such maneuver can be safely performed.
 - b. Tow Operator shall not travel against traffic in an open lane or shoulder unless ISP or Tollway personnel approve such a maneuver and have taken steps to ensure that such maneuver can be safely performed.
5. When responding to emergency calls that involve lane blockage, Tow Operator may use the median crossovers. Before doing so, Tow Operator must activate all warning lights, and Tow Operator must exercise extreme care when making the maneuver. If Tow Operator is East of the Fox River, Tow Operator is not otherwise allowed to use crossovers. If Tow Operator is West of the Fox River, Tow Operator is otherwise allowed to use crossovers but only as and when necessary, not simply for convenience.
6. When approaching a disabled vehicle, Tow Operator shall turn on appropriate turn signals and amber overhead lights. Tow Operator shall pull his vehicle onto the shoulder or into the safest position possible, i.e., a position that will protect the scene and protect Tow Operator from other traffic. Tow Operator shall ensure that approaching traffic has an unobstructed view of all warning lights.
7. If the driver of a vehicle requiring assistance is present at the scene, Tow Operator shall verify with the driver, the nature of the trouble the driver is experiencing and any special instructions Tow Operator was given on the call requesting service.
8. Tow Operator shall move from the scene onto the Toll highway or regular lane only when the road is clear.
9. Tow Operator is required to have and maintain an operating e-mail address. Tow Operator is required to check its e-mail on a daily basis because the Tollway will regularly use e-mail to communicate with Tow Operator.
10. Before performing any tow/road services, Tow Operator shall inform the customer or driver of the disabled vehicle of the tow service fee and any other service fee or cost and the estimated price of any additional materials or labor. Upon request, this shall be in writing on the Tollway

invoice documenting the service, materials or labor. It is Tow Operator's obligation to clearly explain fees and estimates to Tollway customers.

11. Disabled vehicles shall be removed to a plaza or garage for repairs, unless the required repairs are of a short-term nature (e.g., change a tire, provide gas, oil, water, etc.) and the disabled vehicle is completely on the shoulder. Tow Operator shall not render any mechanical service to a disabled vehicle located all or partially in a traffic lane.
12. All of Tow Operator's vehicles that are used in towing service must be equipped with audible back up warning devices.
13. Tow Operator shall not use towing dollies on any Tollway property.
14. Based on the Tollway Roadway Traffic Control and Communications Guidelines and/or federal regulations, Tow Operator must comply with the following:
 - a. Tow Operator personnel rendering tow/road service during daytime operations must wear a fluorescent orange vest, a fluorescent yellow/green vest or a fluorescent vest with a combination of these colors, which meets the requirements of ANSI/ISEA 107-1999 for Conspicuity Class 2 garments or any successor garment requirements. Other types of garments may be substituted for the vest as long as any such garment has a manufacturer tag identifying them as meeting the ANSI Class 2 requirement or any successor requirements.
 - b. Tow Operator personnel rendering tow/road service during nighttime operations must wear a full-body garment of fluorescent orange or fluorescent orange and fluorescent yellow/green meeting the ANSI Class 3 requirements or any successor requirements.
15. All tow/road services handled by Tow Operator, when occurring on a Tollway roadway, ramp or property (including Oasis) are considered official Tollway services regardless of how Tow Operator was notified of the need for tow/road service. This includes notice via a call from a Tollway patron directly to Tow Operator.

I. Emergency Contract Towing

1. Definition – Emergency Contract Towing is an emergency measure taken to cope with unusually hazardous conditions on the Tollway system. The Tollway uses it when vehicular disablements occur to an

extent that normal tow/road service procedures are ineffective. Emergency Contract Towing is not intended to reduce paperwork or circumvent normal towing or road service policies and procedures.

Emergency Contract Towing involves the utilization of specific towing equipment, in specific areas, with tow fees computed on a per hour basis.

2. Purpose – The purpose of Emergency Contract Towing is to relocate disabled and abandoned vehicles to safe locations in the safest and most expedient manner possible. Additionally, it serves the purpose of maintaining a clear toll highway environment during adverse conditions in order to allow emergency and maintenance personnel to perform necessary tasks.
3. Authority to Initiate – The decision to initiate Emergency Contract Towing is made by the Tollway’s General Manager of Traffic and Incident Management or his/her designee.
4. Implementation – The Tollway will contact the tow operator involved and request its/their service(s). Specific instructions will be given whenever possible and will include the following:
 - areas to cover
 - how many trucks and for how long
 - assigned duties
 - relocation site(s)
 - general terms of agreement
 - maximum approved hourly rate for standard singular tow
 - hourly notifications to Operations desk of locations to which vehicles are towed
 - general situation of vehicles (e.g., in ditch or roadway)
 - vehicle make, year, color, license number, obvious pre-tow damage.

No fees are to be assessed against a motorist given assistance when a tow operator is mobilized for Emergency Contract Towing.

5. Termination of Emergency Contract Towing – Emergency Contract Towing may continue until the situation improves to manageable levels as determined by the Tollway. Abandoned vehicles may be relocated if their continued presence would hinder maintenance procedures or traffic.

Notification of termination of Emergency Contract Towing will be given by authorized Tollway personnel.

6. Billing for Emergency Contract Towing – Bills should be sent to the Tollway, attention Fleet Maintenance, and should be accompanied by the following information.
 - time started and stopped for each requested truck
 - total number of hours involved in emergency operations
 - total number of vehicles towed to relocation site(s)
 - total bill (hours x approved hourly rate per Tollway’s Schedule of Fees).

J. Miscellaneous

Tow Operator must adhere to the terms and conditions contained within this Agreement, the Tollway’s Towing Policy, all applicable laws, rules, regulations and directions, and the following:

1. When a vehicle is wrecked, disabled or abandoned, the owner or person responsible for such vehicle shall have the right to determine where it shall be towed and by whom, if the service can be completed within a reasonable amount of time; provided, however, that ISP or Tollway personnel may direct Tow Operator as to where to tow a vehicle when they determine necessity, safety, evidentiary or investigatory needs or public interest so requires. Tow Operator will be responsible for protecting the vehicle and its contents until claimed by the owner or otherwise disposed of.
2. Provide general information concerning its operations and the services it provides.
3. Submit to inspection of wreckers and other vehicles used for towing to ensure compliance with applicable laws, rules, and regulations, this Agreement and the Tollway’s Tolling Policy.
4. Have available, at its offices or at another location, an enclosed space in which to securely store impounded vehicles and submit to inspection of said storage facility by the Tollway.
5. Have available, at its offices or at another location, an enclosed space to securely store vehicles that are not impounded and submit to inspection of said storage facility by the Tollway.
6. Unless stipulated as part of a court order, Tow Operator shall waive all storage fees for vehicles impounded by ISP and:
 - a. seized by ISP through authority granted by state law;

- b. being held as a result of a court order; or
- c. being held as evidence.

On the date the vehicle is released by a court or by ISP, Tow Operator may begin charging storage fees per the Tollway's Schedule of Fees.

- 7. Upon request, provide up-to-date certification of the indemnity bond or insurance policy meeting the requirements of 625 ILCS 5/12-606.
- 8. Adhere to the Tollway's Schedule of Fees, as modified from time to time by the Tollway in its sole discretion.
- 9. Provide services authorized by Tollway and ISP rules, regulations, manuals, directions, Tollway Tolling Policy, and all applicable laws, rules, regulations, and directives.
- 10. This Agreement shall supersede all prior authorizations concerning the services contemplated herein. Additionally, all prior and contemporaneous negotiations, possible and alleged agreements and representations between the parties concerning the subject matter of this Agreement are merged into this Agreement. This Agreement contains the entire agreement between the parties.
- 11. This Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois, without regard to principles of conflicts of law.
- 12. Any dispute concerning this Agreement shall be filed in the Circuit Court of DuPage County, Illinois. The parties agree that jurisdiction and venue is proper in said court.
- 13. Neither the State of Illinois nor the Tollway waive any defense or immunity they may have as a result of the existence of this Agreement.
- 14. This Agreement is solely for the benefit of the parties hereto. Neither the fact of this Agreement nor its terms create or shall be construed to create any rights, liabilities, causes of actions, or defenses in or for any third parties.

The parties acknowledge that they have read the foregoing and agree to abide by, and be bound by, its terms and conditions.

[Tow Operator's Name]

The Illinois State Toll Highway Authority

By: _____
[Name], [Title]

By: _____
[Name], [Title]

Date: _____

Date: _____

Approved as to Form and Constitutionality

_____, AAG
Attorney General for the State of Illinois