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THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY RECOVERY SERVICE PROGRAM AGREEMENT POLICY FOR AUTHORIZED RECOVERY SERVICE PROGRAM

The following are terms and conditions that are required of Recovery Service Providers (sometimes referred to as “Providers”) selected to perform Recovery Services on the Illinois Tollway. These requirements are intended to provide professional and timely recovery services for customers on the Illinois Tollway. In addition to the terms and conditions contained herein, recovery service providers authorized to perform services on the Illinois Tollway are required to comply with all applicable local, state and federal laws and regulations. To the extent there is conflict, the statute, ordinance, rule or regulation will govern over the contract term.

AUTHORIZATION TO PROVIDE RECOVERY SERVICES

Whereas, the Illinois State Toll Highway Authority (hereinafter, “Tollway”), an instrumentality and administrative agency of the State of Illinois is empowered to provide for the construction, operation, regulation and maintenance of toll highways throughout the State of Illinois (605 ILCS 10/1); and

Whereas, in order to facilitate the expedient, safe and efficient recovery of disabled motor vehicles and the removal of loads, materials, debris and other vehicular matter from the toll highways, the Tollway has implemented a selection process to develop a pool of authorized, licensed vehicle recovery service providers to perform vehicle recovery and road services on its toll highways.

Now, therefore, in consideration of the premises, the covenants and conditions contained herein, and other good and valuable consideration, the parties agree to the following terms and conditions relative to the Tollway’s authorization for the Provider to provide recovery services and participation in the Tollway’s Recovery Service Program:

General Recovery Services Agreement Terms

The Tollway and its staff are dedicated to the safe operation of the network of the high speed, limited access highways that make up the Tollway system. Recovery Service Providers authorized by the Tollway to perform recovery services are expected to understand that the safety of the Tollway’s customers, staff and the Recovery Service Provider’s personnel is its top priority. Expedient clearing of disabled vehicles from the roadway and other safety sensitive areas is critical to maintaining a safe highway system. Recovery Service Providers who have applied for and have been selected to participate in the Tollway’s Recovery Service Program are accepting the requirement that the Tollway Recovery Services Program takes priority over non-Tollway Recoveries or related business activities. Recovery Service Providers who participate in the Tollway’s Recovery Service



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Program that do not meet or follow all applicable terms and conditions of this Agreement, within the sole discretion of the Tollway, will be removed from the Tollway's Recovery Service Program and this Agreement will be considered null and void.

A. General Terms

1. The Tollway hereby grants non-exclusive authorization for the selected Recovery Service Provider to provide recovery services, as further defined herein, for a specified section of the Toll Highway as determined by the Tollway. The Recovery Service Provider will be formally notified in writing of the starting date of service and the section of roadway for which they will be responsible for servicing.
2. This Agreement shall supersede all prior Agreements concerning the services listed herein. The Recovery Service Provider's authorization to provide recovery services shall have a term of seven years from the date of the last signature affixed to this Agreement unless approved by both parties to continue or otherwise terminated by either party as provided herein.
3. The Recovery Service Provider's relationship to the Tollway is that of an independent contractor authorized to perform recovery services on a designated section of the Tollway in strict compliance with the terms and conditions contained herein.
4. Any Recovery Service Provider that is not in compliance with the terms and conditions included in this Agreement or whose long term ability to meet the terms of this Agreement is compromised in any manner is required to immediately notify the Tollway.
5. The Recovery Service Provider shall have a sufficient number of drivers, equipment and labor available 24 hours per day, to man all equipment that may be required in a typical recovery.
6. The Recovery Service Provider shall own or maintain a long term lease for the required vehicles and equipment as detailed in this Agreement.

B. Administrative Rules and Procedures

1. The Recovery Service Provider shall provide recovery and road services, on a twenty-four (24) hour a day/7 day per week basis. If service cannot be provided due to temporary unforeseen circumstances, the Recovery Service Provider must immediately notify the Tollway's Dispatch Center of the out-of-service status. The Recovery Service Provider shall also contact the Tollway Recovery Services representative (the same or next business day) and provide the details for its inability to provide service and provide an

expected date when service will be restored.

2. The Recovery Service Provider shall maintain a twenty-four (24) hour 365 day per year telephone number manned by an employee of the Recovery Service Provider or an agent for the Recovery Service Provider.
3. The use of an answering machine and/or voice mail is not permitted. Due to the nature and potential urgency of the Tollway Recovery Services Program, all calls from the Tollway to dispatch the Recovery Service Provider to a crash or incident scene must be answered and responded to immediately. A missed call by the Recovery Service Provider may be cause for removal from the Recovery Service Program.
4. The Tollway, in its sole discretion, may require that a Recovery Service Provider have a minimum of one (1) radio installed in its facility and/or a designated vehicle. The installation of the radio will be by a Tollway radio technician. If this occurs the Tollway will assume all expenses for the installation and normal wear and tear of the radio equipment. A monetary deposit per radio may be required of the Provider. The deposit amount shall be determined by the Tollway. The Recovery Service Provider will be responsible for the security of the radio hardware and the use of the radio(s). Should a radio be stolen, destroyed or damaged due to neglect, the Recovery Provider shall pay the replacement cost of the radio and related equipment. Upon removal of an operating radio by Tollway personnel, the Recovery Service Provider will be reimbursed the full amount of the deposit less any repair costs.

If the Recovery Service Provider is removed from service or has elected to withdraw from the Program, the Tollway radio must be returned in good operating condition within 72 hours. The Tollway may elect to remove the radio equipment from the Recovery Service Providers Vehicle(s) with reasonable notice. If this occurs, the Recovery Service Provider shall make the vehicle(s) available for Tollway technicians to remove the equipment.

5. The Recovery Service Provider may be required to install a Tollway owned GPS tracking device in any vehicle used for recovery services. These tracking devices must be fully operational whenever a Recovery Service Provider's vehicle is actively involved in a Tollway recovery (including to and from a crash or incident scene).
6. In the event any Tollway owned equipment in the Recovery Service Provider's vehicles is damaged, destroyed or stolen, the Recovery Service Provider agrees to reimburse the Tollway within thirty (30) days of receiving a written notice. Failure to reimburse the Tollway shall be grounds to terminate the Recovery Service Provider's participation in the Program.

7. Recovery Service Provider will be required to provide an updated list of its current employees, including names, driver license numbers, commercial driver's license (CDL) numbers, and driver license expiration dates. The Recovery Service Provider agrees to update this list when requested by the Tollway.
8. The Recovery Service Provider grants to the Tollway and the Illinois State Police the right to inspect its business premises, facilities, vehicles, equipment and storage areas upon reasonable notice to verify compliance with the terms and conditions set forth in this Agreement.
9. Recovery Service Provider advertising is not permitted on Tollway property. This includes business cards, phone stickers, etc.
10. The Recovery Service Provider agrees to indemnify and hold harmless the Tollway, its Directors, officers, employees and agents, and the Illinois State Police from and against any and all liabilities, claims, injuries, damages, penalties, actions, suits, losses, costs, expenses of every nature and description and attorneys' fees resulting from or arising out of the Recovery Service Provider recovery services including, but not limited to services performed on Tollway property or while in route to or returning from an incident location on the Tollway.
11. Prior to execution of this Agreement, the Recovery Service Provider shall provide written proof to the Tollway that it is licensed and/or registered to provide vehicle recovery and road services within the State of Illinois.
12. The Tollway may require Recovery Service Providers to attend mandatory meetings regarding the Tollway's Recovery Service Program. Recovery Service Providers who do not attend a mandatory meeting may receive disciplinary action or may be removed from the Recovery Service Program.
13. Staff from each Recovery Service Provider may be required to participate in training sessions given by the Tollway, Illinois State Police, or assigned agents on topics which may include Tollway safety, vehicle removal related recovery procedures, and Highway Incident Management Training. The training sessions will be scheduled at times and locations determined by the Tollway.
14. The Tollway reserves the right, in its sole discretion, to terminate this Agreement upon thirty (30) days' notice to the Recovery Service Provider for breach of a term of this Agreement by certified mail.

The Tollway reserves the right to terminate this Agreement at any time, for

convenience, upon sixty (60) days prior written notice by certified mail to the Provider.

15. This Agreement is not transferrable and will be terminated immediately upon termination of the Recovery Service Provider's business, change in ownership, or when the Recovery Service Provider no longer has a majority ownership in the company.
16. The Tollway may allow a Recovery Service Provider to use a subcontractor or "agent" to provide limited materials, equipment, or services, at Tollway recoveries. The Recovery Service Provider shall be solely responsible and liable for the actions, condition and functionality of any agent or an agent's equipment under their hire. The use of an agent or an agent's equipment shall be limited to ancillary functions and shall not be used for the core functions of a recovery. The Tollway reserves the right to determine and approve the services, equipment or materials an agent may provide and use on a Tollway recovery. See "Section J, Miscellaneous Fees" for the rates to be used for these items.
17. The Tollway will, in its sole discretion, immediately terminate this Agreement and halt all recovery operations of the Recovery Service Provider if the Tollway determines that the Recovery Service Provider's actions are jeopardizing the safety of the Tollway's customers, employees or Illinois State Police personnel.

C. Vehicle, Property, and Document Retention

1. Patron vehicles shall be released upon proof of rightful ownership or legal possession, and only if the Illinois State Police Tow-In Sheet indicates that the vehicle is eligible for release.
2. The Recovery Service Provider shall release personal property contained within the vehicle to the lawful owner prior to payment of any accrued recovery charges pursuant to 625 ILCS 5/4-203 paragraph 11(g), which states, "Any personal property belonging to the vehicle owner in a vehicle subject to lien under this subsection (g) shall likewise be subject to that lien excepting only: food, medicine, perishable property, driver's license, any cash, credit cards, or checks or checkbooks and any wallet, purse, or other property containing any license or other identifying documents or materials, cash credit cards, checks or checkbooks."

Personal property as indicated above will be immediately released at no additional charge to the lawful owner or his/her representative. All other personal property shall be subject to the possessor's lien. In certain situations and in the judgment of the Tollway, the Recovery Service Provider



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may be required to release additional personal belongings to the vehicle owner. The Illinois State Police Tow-In Report (ISP5-370) may be amended to show the items released and the identity of the persons receiving said property. No fees shall be assessed by the Recovery Service Provider to inspect the owner's vehicle.

3. The Recovery Service Provider must make a good faith effort to maintain a separate log of all personal property temporarily removed from towed vehicles and held for safekeeping, and shall indicate the location of said property. It is not necessary for the Recovery Service Provider to submit a copy of this log to the Tollway. However, it must be available should the Tollway and/or the Illinois State Police request such documentation.
4. Vehicles impounded at the direction of Illinois State Police, shall not be released without proper prior authorization.

A Recovery Service Provider shall waive all storage fees, unless required as part of a Court Order, for vehicles impounded by the Illinois State Police and/or vehicles:

- a) Seized by the Illinois State Police through authority granted by State law.
- b) Held as a result of an Order of a Court.
- c) Held as evidence.

In cases of a seizure, storage fees apply and shall begin forty-eight (48) hours after the Recovery Service Provider receives notice from the Illinois State Police Vehicle Identification Officer (VIO), or Illinois State Police Records Specialist that a vehicle has been released. The day the Recovery Service Provider is contacted is also the date that will be shown on the release letter sent to the registered owner of the vehicle.

5. The Recovery Service Provider shall maintain, for a minimum of three (3) years from the date of service, accurate payment records for recovery and road services performed pursuant to this Agreement and, in accordance with 625 ILCS 5/5-401.2 . The Recovery Service Provider's books and records concerning Tollway related services shall be made available to the Tollway, Tollway or State auditors, Tollway or Executive Inspector General or their designated representative, upon request.

D. Response and Accident/Incident Scene Activities

1. Whenever possible The Recovery Service Provider is expected to respond to Tollway requests for vehicle recovery services and arrive at the vehicle recovery scene within thirty (30) minutes of a Tollway request for service.



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The Recovery Service Provider will notify the Tollway of its estimated response time if it cannot respond within thirty (30) minutes.

2. The Tollway reserves the right to call additional or a replacement Recovery Service Provider if a Recovery Service Provider fails to perform to the Tollway's expectations or standards, or fails to follow the terms of this Agreement. This is not an exclusive Agreement and the Tollway may assign additional Recovery Service Providers to any service area.
3. The Recovery Service Provider shall not transfer a service call to another recovery firm. If the Recovery Service Provider is unable to handle a call, or if additional equipment is needed from another company, the Tollway Dispatch Center shall be notified immediately and they will dispatch another authorized Provider.
4. The Recovery Service Provider is responsible for ascertaining the condition of the crash/incident scene at the time the request is received. The Recovery Service Provider is responsible for inquiring with the dispatcher and determining what types of specialized equipment may be necessary for each call. Tollway Management may identify a need for specialized equipment and the Recovery Service Provider shall respond accordingly.
6. The Recovery Service Provider must dispatch the appropriate recovery vehicles and equipment to the scene of a call. A Recovery Service Provider vehicle will not respond to any other calls or unrelated business until the Tollway service call has been completed. In all cases (unless directed by the Tollway), the Recovery Service Provider is to start a Rotator/Recovery unit immediately to every recovery service call.
7. Tollway staff and/or State Police personnel at a crash/incident scene will monitor the use of the Recovery Service Providers vehicles and equipment. With the exception of the rotator, unnecessary or unused equipment brought to a crash or incident scene cannot be billed to the customer unless the Tollway or State Police directed the equipment be brought to the scene.
8. Recovery Service Providers shall only be accompanied by essential employees when responding to a dispatched call on the Tollway. An essential employee is defined as any person necessary to provide recovery service oversight or labor. Under no circumstances shall the Recovery Service Provider be accompanied by any non-approved family members, acquaintances, or non-essential personnel.
9. Recovery Service Providers shall cooperate with and take direction from Illinois State Police District 15, Fire Protection Authorities and Tollway personnel to secure the crash scene and establish appropriate lane closures

and traffic control to enable vehicle recovery services to be performed in a safe, expedient and efficient manner. The parties, and their respective agents, agree to communicate, cooperate and coordinate with one another on all issues, including, but not limited to, traffic and incident management.

10. Recovery Service Provider trucks must carry granular absorbent material to mitigate minor fluid spills from vehicles. The Recovery Service Provider shall be responsible for the removal of all debris that may be deposited on Tollway right-of-way as part of the vehicle recovery operations. This clean up shall be done immediately and concurrent with recovery operations. Exceptions shall include fuel or other hazardous materials for which the Provider is not qualified or licensed. The Tollway may, through its maintenance forces, assist in the clean-up operation.
11. When circumstances warrant, Oases gate keys may be issued to Recovery Service Providers to allow access to and from the Tollway through the local road access of an Oases. When using the Oases access gates, the lock is to be secured immediately after passage. A maximum of six (6) keys may be issued to a Recovery Service Provider whose service area is directly adjacent to an Oasis. The first four (4) keys will be issued at no charge. The next two (2) keys will cost \$25.00 per key. If a key is lost, the replacement key will cost \$25.00. Keys must be returned upon a Provider's termination or it's with drawl from the Program. The Tollway must be notified immediately if a key(s) are lost or missing. Keys and Oases road access is only to be used while conducting official Tollway Recovery Services and is prohibited for anyone's personal use or for calls not dispatched by the Tollway.

E. Insurance Requirements

The Recovery Service Provider shall obtain and keep in force for the term of this Agreement the following insurance coverage by insurance companies acceptable to the Tollway and authorized to transact business under the laws of the State of Illinois. Whether stated in this section or elsewhere, the Tollway does not warrant the adequacy of the types of insurance coverage or the limits of liability specified.

The Recovery Service Provider shall provide insurance as require herein, on all vehicles and equipment (whether owned or leased) that will be used in conjunction with the terms of this Agreement.

Failure to request proof of insurance, policy endorsements or insurance policies does not constitute a waiver by the Tollway of the Recovery Service Provider's obligation and requirements to maintain the minimal coverage specified.

The Tollway and the Illinois State Police are to be named as "additional insured" in any policy as described above. The endorsed coverage shall be applicable to all Garage Liability Insurance and Automobile Liability Insurance. Upon request, the



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Recovery Service Provider must provide current certification of insurance bond or insurance policy meeting the requirements of 625 ILCS 5/12-206. Providers shall provide the Tollway with at least a 30 day notice of cancellation or material change in coverage. Failure to meet these requirements and maintain proof of insurance (including all vehicles and equipment) with the Tollway will result in immediate suspension/termination of the Recovery Service Provider's recovery 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 Illinois State Police as additional insured, requiring a thirty (30) day cancellation notice.
- b) Garage Keepers Legal Liability Insurance with limits of not less than \$150,000 per recovery truck. 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 a vehicle being towed is covered for losses under the Garage Keepers Legal Liability coverage section in lieu of On Hook Coverage, the Recovery Service Provider must have a Cargo Policy of not less than the required \$150,000 minimum per recovery 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 Recovery Service Provider's recovery truck drivers and all employees of the recovery operation.
- e) All insurance policies shall be endorsed to require thirty (30) days notice of cancellation, in writing, to the Tollway. Recovery Service Provider agrees to furnish current Certificates of Insurance to the Tollway's Risk Insurance group upon execution of this Agreement and annually, if renewed. Unless otherwise agreed to in writing by the Tollway, coverage shall be by carriers with an A.M. Best Rating of "A minus" or better.

F. Recovery Service Provider Performance Review and Monitoring Program

The Tollway reserves the right to develop and implement a program to evaluate

each Recovery Service Provider's performance. The Recovery Service Provider's performance may be monitored using a variety of performance rating/evaluating systems. An evaluation system may be used to determine if a Recovery Service Provider meets the terms of this Agreement. If an evaluation system's results indicate that a Recovery Service Provider is not meeting the terms of this Agreement, the Recovery Service Provider may receive disciplinary action, up to and including termination of recovery services.

To ensure Agreement compliance or to understand the details of a recovery operation, the Recovery Service Provider may be required to provide the Tollway a written explanation of a recovery detailing a recovery's events.

G. Complaint Investigations

1. Complaints with respect to recovery services may be investigated by the Tollway, Tollway Auditors, State of Illinois Office of the Inspector General, the Illinois State Police, and any other investigative body with jurisdictional authority.
2. If the allegations of a complaint are confirmed, the Tollway shall notify the Recovery Service Provider of the results of the investigation. The Recovery Service Provider shall have ten (10) days from receipt of the Tollway notice to file a written response to the allegations. All written responses shall be addressed to the Tollway Incident Management Unit.
3. Thereafter, if warranted, the Tollway shall take whatever corrective action it deems appropriate in light of its investigation and Recovery Service Provider's response. Discipline may consist of corrective action, a reprimand, temporary suspension, permanent removal from the Tollway's Recovery Service Program or any other action deemed appropriate by the Tollway.
4. The decision of the Tollway shall be final.

H. Discipline/Suspension/Termination of Services

A Recovery Service Provider may be subject to discipline that may include termination of the Agreement, suspension of Agreement privileges, administrative fines/charges, refunds to customers, and/or reduced or altered assigned areas for any of the following reasons:

1. Failure to comply with the terms and conditions of this Agreement and/or applicable rules, regulations or laws of the Tollway and/or the State of Illinois, or the Federal Motor Carrier Act



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2. Verified complaints of excessive charges whether deliberate or accidental. The Tollway, at its sole discretion, may require reimbursement to the customer.
3. Failure to respond promptly, without reasonable justification, when called for service.
4. Criminal activity by Recovery Service Provider or Recovery Service Provider's employees.
5. Verified complaints of poor service from the public, the Tollway or State Police.
6. Actions by a Recovery Service Provider that obstruct the Illinois State Police or Tollway in the pursuit of its duties and responsibilities or jeopardize public confidence in the Illinois State Police or the Tollway.
7. Insurance policies which are expired or have inadequate coverage,
8. Failure to comply with State or Federal law or Tollway or Illinois State Police rules, regulations, and/or policies.
9. Damage, as a result of negligence or poor performance, to any vehicles being recovered, towed, stored or impounded.
10. Failure to adequately maintain vehicles, equipment, and the business office/customer waiting room area, storage facilities and/or the signage requirements as outlined in the Agreement.
11. Failure to submit copies of recovery invoices or other required documentation to the Tollway within fifteen (15) days after the completion of the recovery or after the vehicle has been released.
12. Use of an answering machine and/or voice mail to receive calls.
13. Failure to answer radio or phone calls from the Tollway Dispatch Center.
14. Failure to respond to recoveries in a timely manner
15. Over-charging for recovery services will not be tolerated. If a Recovery Service Provider overcharges a customer and a review by the Tollway finds intentional over-charging, the Tollway may implement disciplinary action, which may include suspension or termination of the Recovery Agreement. If the Tollway determines that a customer was over-charged, the Recovery Service Provider shall be required to issue a refund check payable to the firm



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or person to whom overcharged services were provided, within 10 days after being advised by the Tollway of the overcharge. However, the refund check must be sent to the Tollway. The Tollway will forward the refund check to the customer.

16. Failure of Recovery Service Provider personnel to conduct themselves in a professional and courteous manner while working with or interfacing with a Tollway Customer.
17. Tampering, damaging and/or altering the performance of Tollway owned and provided equipment.

A list of infractions and disciplinary actions is included in Exhibit "F".

I. Establishment of Recovery Areas

Recovery areas and their boundaries shall be established by the Tollway at its sole discretion. The purpose of the Recovery areas is to:

- a) Ensure Recovery Service Providers respond to the scene of an incident within the required time.
- b) Allow access to the Tollway from multiple directions and entrances.
- c) Maximize construction zone access to promote a rapid response.

J. Recovery Rate Schedule/Invoicing/Miscellaneous Fees

The Recovery Service Provider must abide by the Schedule of Fees established by the Tollway (as attached hereto in Exhibit "D" or as amended by the Tollway) and must accept major credit cards (Visa, Master Card, Discover, etc...). The Recovery Service Provider shall not charge a Tollway customer for the use of a credit card. If a Recovery Service Provider inflates a customer's bill for services that have clearly defined rates, the Recovery Service Provider may be suspended or removed from the Tollway Recovery Service Program.

Recovery Rates

1. The recovery charges (rates) that the Recovery Service Provider may charge for recovery services shall not be higher than the fees allowed per the Recovery Rate Schedule (attachment "D") effective on the date of the recovery. The only exception is when a Court Order provides a different amount to be paid for a recovery.
2. Recovery rates are in effect until each piece of equipment, each employee of the Recovery Service Provider, and each recovered vehicle and/or

recovered object are removed from a scene and the recovered vehicles and equipment are parked and secured at the agreed upon location (i.e., the Recovery Service Provider's storage area).

3. A recovery time will end for a Recovery Service Provider's vehicle(s), equipment and/or manpower, at the time a Recovery Service Provider's vehicles, equipment and/or manpower leave the scene to respond to another recovery operation.
4. All required State Police inspections conducted at the Recovery Service Provider's normal place of business on any recovered vehicles or items, and utilizing the Recovery Service Provider's equipment, will be billed at one half (1/2) the hourly recovery rate for the type of equipment used while assisting with the inspection, per the most recent schedule of rates. The Recovery Service Provider may only charge an hourly rate for an employee to assist in the Illinois State Police inspection not to exceed the current part-time employee rate listed on the most current Recovery Rate schedule.
5. Recovery rates shall not apply for work unrelated to a recovery. If additional work is requested by the owner, driver or other lawful representative, the unrelated work shall be considered a separate task and no longer associated with the initial recovery or the Recovery Agreement with the Tollway. The non-recovery related work shall be billed separately, according to the agreement between the owner/operator/representative, and shall not be included in the recovery billing statement submitted to the owner/operator and to the Tollway.
6. If a Recovery Service Provider is directed by the State Police and/or Tollway Management to standby at a scene or any reason, the Recovery Service Provider is only allowed to charge a standby fee based on the most current approved Rate Schedule. A standby fee is charged for a minimum period of thirty (30) minutes. Standby fees exceeding thirty (30) minutes shall be charged in increments of 15 minutes until the State Police and/or Tollway Management release the Recovery Service Provider.

The Recovery Service Provider will release vehicles on a twenty-four (24) hour a day basis, as set forth below.

Invoicing.

1. The Tollway may provide the Recovery Service Provider with official Illinois Tollway Recover Service (ITRS) receipts, at no cost to the Recovery Service Provider. If the Tollway provides Recover Service receipts, the ITRS receipts must be used for all Recovery Services occurring on Tollway roadways regardless of how the Recovery Service Provider is notified of the recovery. The Recovery Service Provider must provide every Tollway



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customer for which they perform recovery services with a completed copy of the ITRS (no exceptions).

The Recovery Service Provider is required to submit to the Tollway the yellow copy of the ITRS within fifteen (15) days of the date of service. In situations where a vehicle is being held as a result of an (Article 36 seizure, drug arrest, or other legally authorized basis, a copy of the ITRS must be submitted to the Tollway within the same fifteen day period.

2. If the Tollway does not provide the Recovery Service Providers with ITRS receipts, the Recovery Service Provider is to develop and utilize a Recovery Service Provider generated invoice in place of the ITRS receipt. At a minimum, the receipt must include the following:
 - RECOVERY SERVICE PROVIDER NAME, ADDRESS, and PHONE.
 - MOTORIST NAME, ADDRESS, CITY, STATE, ZIP PHONE: Receipt must be completed at the scene or when the vehicle is picked up at your garage.
 - TIME CALL RECEIVED: Time your company received the call for service.
 - TIME ARRIVED: Time your truck arrived at the dispatched location.
 - TIME CALL COMPLETED: Time your truck completed service on the road.
 - RECOVERY 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 Recovery receipt.
 - DATE: Date of Service.
 - VEHICLE YEAR, MAKE, BODY STYLE: i.e. "2009 Chevrolet 4-Dr", "2012 INTERNATIONAL TRACTOR/TRAILER", etc.
 - LICENSE YEAR, STATE, NUMBER: i.e. "2009 IL HC1078", "2010 IL 277 T/A", etc.
 - VEHICLE IDENTIFICATION NUMBER: To be recorded directly from the serviced or towed vehicle and **not** taken from any other source.
 - TOWED TO: "Garage" or other destination-"12705 S. Halsted", etc.
 - TOWED FROM: i.e.: I-294 "M.P. 35.5 NB", "Lincoln Oasis SB", etc.
 - PICK-UP ODOMETER: Recovery Service Provider's truck odometer reading when the vehicle is ready to be towed.
 - DROP-OFF ODOMETER: Recovery Service Provider's truck odometer reading when the vehicle is un-hitched at its destination or at your garage.
 - ITEMIZED LIST AND TOTAL CHARGES: Itemized list of all charges and provide the total charge to the customer. Recovery Service Providers are to provide with their invoice a copy of any third party invoice they are billing the vehicle owner.
 - RELEASED TO: If the driver or owner was not with the vehicle when it was removed to a Provider's garage, the person picking-up the vehicle at a later time must sign and date the towing receipt. If storage fees are to be

charged, the time of day the vehicle is picked-up must be indicated on the receipt.

- **VERIFICATION OF INVOICES:** The Recovery Service Provider owner or designee must verify the accuracy of the recovery receipt and initial the recovery receipt.

Miscellaneous Fees

1. The Recovery Service Provider agrees to seek compensation for recovery services performed pursuant to this Agreement solely from the owner of the vehicle. The Recovery Service Provider shall make no claim against the Tollway for any services performed or costs incurred by Recovery Service Provider pursuant to this Agreement.
2. A fee, not to exceed the amount listed on the most current Fee Schedule as established by the Tollway, may be charged to the owner, or representative of the owner, when the Recovery Service Provider is asked to release a vehicle when the Recovery Service Provider is not normally open for business. The owner or representative picking up the vehicle must be advised when first contacted that a pick-up fee will be charged for releasing a vehicle during the Provider's off-hours. The Recovery Service Provider shall not assess an after-hours fee if the owner or his representative arrive during the Recovery Service Provider's normal business hours or during the time period of 7:00 a.m. to 5:00 p.m., Monday through Friday
3. In the event the Recovery Service Provider arrives at a crash/incident scene at the Tollway's request and the vehicle owner has hired their own recovery firm that is engaged in recovery operations and it is determined that Recovery Service Provider's services are not needed, the Tollway may pay the Provider a flat service charge call fee per the latest Fee Schedule.
4. In the event the Tollway cancels a call when the Recovery Service Provider is in route to or after arriving on a scene, the Tollway may at its sole option pay the Recovery Service Provider a flat service charge call fee per the latest Fee Schedule.
5. Recovery Service Providers may recover cost for materials and services used but not individually listed in this document. The rate charged shall not be more than 30% above the Recovery Service Provider's cost for the item or materials. In the event an uncovered expense is not a material item, the Recovery Service Provider shall propose the fee structure to the Tollway for approval. This rate structure will also apply to the items/equipment listed in Exhibit "C".
6. The Recovery Service Provider may recover from its customer the tolls associated with a recovery.

K. Legal Requirements

1. All Recovery Service Provider drivers must have and maintain a valid Commercial Driver's License and be classified for the type of recovery operation they will be performing.
2. All recovery equipment must display a current and valid Illinois license plate in accordance with 625 ILCS 5/3 -414, 5/3 -701 and 5/5-202 or Apportioned Plates under the International Registration Plan (IRP) agreement.
3. The Recovery Service Provider must comply with license plate weight requirements for all vehicles.
4. All Recovery Service Provider vehicles must meet the requirements of 625 ILCS 5/12-606, including, but not limited to:
 - a) Identification on the doors:
Each recovery vehicle operated by a Recovery Service Provider shall display on each side of the vehicle, a sign with letters not less than 2 inches in height, contrasting in color to that of the background, stating the full legal name, complete address, and telephone number of the owner or Recovery Service Provider. This information shall be permanently affixed to both sides of the recovery truck.
 - b) Equipment (broom, shovel, trash can, fire extinguisher, flares, reflective triangle kit, etc.), and all other equipment as stated in the Illinois Vehicle Code shall be carried on each of the Recovery Service Provider's recovery trucks.
5. The Recovery Service Provider must comply with all applicable local, state and federal laws, including but not limited to: the Illinois Vehicle Code, the Illinois Toll Highway Act and the Federal Motor Carrier Safety Act.
6. The Recovery Service Provider must establish and maintain records at its principal place of business on all vehicles it tows or transports, in accordance with 625 ILCS 5/5-401.2.

The above records shall be subject to inspection in accordance with 625 ILCS 5/5-403.
7. All Recovery Service Provider trucks must have a valid State of Illinois Safety Inspection Sticker. 625 ILCS 5/13-101 requires every owner of a second division vehicle, medical transport vehicle, recovery truck, or

contract carrier transporting employees on a highway of this State in a vehicle designed to carry 15 or fewer passengers to submit the vehicle to a “safety test”. The owner of the vehicle must also secure a Certificate of Safety furnished by the Illinois Department of Transportation (IDOT), as set forth in Section 625ILCS 5/13-109, before operating the vehicle upon the highways of Illinois. These requirements apply to all trucks regardless of the State in which the truck is titled or licensed.

L. Facilities

The Recovery Service Provider shall maintain a manned operational facility under the following guidelines.

1. The office facility must be staffed full time Monday -Friday 7:00 AM to 5:00 PM.
2. The facility must be directly adjacent to a road or a street and at the street address listed herein, and listed publically, as the business address of the Recovery Service Provider
3. The Office facility must have a sign clearly visible day and night from the roadway. The sign must include the official name of the Recovery Service Provider and the numerical street address.
4. The office facility shall be clean and presentable from the street and shall not have scrap cars or materials in plain view.
5. The facility shall have a clean, presentable and dedicated waiting area with multiple chairs available for customers.
6. The facility must have a permanently attached, hygienically clean washroom in good appearance with fully operating plumbing, in close proximity and easily accessible to the dedicated waiting area.
7. The Recovery Service Provider shall have an indoor storage area large enough to accommodate a DOT Inspection.
8. The Recovery Service Provider’s outdoor storage area shall be adequately illuminated for nighttime pick-ups. The storage area shall allow Tollway customers to retrieve their vehicle in a safe and convenient manner.
9. The outdoor storage area shall have a full security fence and/or walls totally surrounding it with a secure locking gate.

10. The storage area shall have a paved, asphalt grinding or gravel surface. Dirt or grass surface is unacceptable.
11. The storage area must be located with a 10 minute drive of the main office area.
12. The storage area must be of ample size for the number of tows expected for storage.
13. The storage area shall be maintained in a safe manner and remain clear of any unsafe materials. The storage area must be organized in a manner to provide for the safety of customers and customer vehicles.
14. Recovery Service Providers may have more than one storage area and an indoor storage area of ample size may be substituted for an outdoor storage area.

Note: It's the Recovery Service Provider's responsibility to immediately notify the Tollway if for any reason its facility is not in compliance with the terms of the agreement, or may be moving, or has moved.

Facility Inspections.

1. Facilities are subject to announced and unannounced inspections by the Tollway, Tollway Auditors or District 15 State Police. Upon request, the Recovery Service Provider must allow an inspection.
2. Facilities found to be out of compliance with the above standards may result in disciplinary action including removal from the Program.

M. Vehicles and Equipment

In addition to recovery truck requirements set forth by law, the following specific rules and requirements shall be observed concerning Recovery Service Provider's vehicles.

The Recovery Service Provider shall have available the trucks and equipment as noted in this document. It is the Recovery Service Provider's responsibility to notify the Tollway immediately if they are unable to provide "full" recovery services due to equipment availability. Failure to maintain the required fleet of trucks and equipment available for recovery service or not notifying the Tollway that the Recovery Service Provider does not have the adequate trucks and equipment in operating condition may result in immediate suspension and termination of the Recovery Service Provider's participation in the Program.



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The following is required for vehicles and equipment used on the Tollway by the Recovery Service Provider:

1. All Recovery Service Provider vehicles and equipment must be in sound mechanical operating condition, clean and presentable (inside and out). The visual quality of the units will be scrutinized.

The following is a general list of items (not all inclusive) that are subject to Tollway inspection and approval for each vehicle.

- Lighting quality and effectiveness (includes emergency lighting).
- Tires and wheels.
- Wrecker and/or flat beds' condition and operation.
- License plates.
- Seats and cab interior.

2. A valid State of Illinois Safety Sticker must be permanently affixed to the windshield of all trucks at all times.
3. The Recovery Service Provider must verify that all of its trucks are properly equipped and suitable for their intended use.
4. Trucks shall prominently display the Recovery Service Provider's primary business name, address, and phone number as described herein.
5. Each truck must display the Tollway's authorized service decal on each side of the truck in a conspicuous location that can be easily seen. Decals may be mounted on fabricated metal plates that are attached to the side of the boom or forward area of the bed. Decals may also be affixed to side mounted tool boxes. Decals may not be affixed to the front bumper; chassis, frame of the recovery truck, or horizontal surface of front fenders or hood. Decals may not be mounted on magnetic material.

If the Tollway determines that a Tollway decal must be replaced because it is difficult to read or damaged, the Recovery Service Provider is responsible for the cost of the replacement decal.

The Provider, at its expense, shall remove all Tollway decals applied to recovery service trucks before a Provider sells, leases, lends to another company, or otherwise disposes of a vehicle.

All removed or damaged Tollway decals shall be returned to the Tollway within 10 days. All decals returned to the Tollway must include the decal control number. Decals not returned to the Tollway when requested or when trucks are removed from the Recovery Service Provider's active list of recovery vehicles shall be subject to \$500.00 dollar fine per unreturned

decal.

6. A Recovery Service Provider's equipment is subject to inspection and approval of the Tollway. Any vehicle or equipment used to perform recovery services that is found by Tollway to be unacceptable for any reason must be replaced or repaired before the unit is put back into service on the Tollway. If the vehicle or equipment deficiency is not corrected within a timely manner as determined by the Tollway, the Recovery Service Provider may be removed from the Program.
7. The Tollway may allow substitute vehicles and equipment when in the best interest of the Tollway.
8. The Tollway may require a Recovery Service Provider to have additional recovery vehicles on hand if the service area assigned to the Recovery Service Provider requires a larger number of vehicles.

N. Operational Procedures and Requirements.

In addition to the operating procedures required by law, to the extent not in conflict with state law, the following rules and requirements shall be observed by all Recovery Service Providers:

1. All Recovery Service Provider 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. Permission to utilize such lights is provided in 625 ILCS 5/12-215(b). Use of the amber lights is required whenever a recovery or road service vehicle is involved in the recovery or servicing of vehicles on or in close proximity to the roadway.
2. Recovery Service Providers are not allowed to make any vehicle maneuvers that may jeopardize the safety of Tollway personnel, law enforcement personnel, themselves or the motoring public.
 - a) Recovery Service Providers shall not make a U-turn on the Tollway without Tollway or State Police personnel first taking the appropriate safety steps to allow such a maneuver.
 - b) Recovery Service Providers are not permitted to travel against traffic in an open lane or on a shoulder unless the Illinois State Police or Tollway personnel approve the maneuver and have taken appropriate safety steps to allow for such a maneuver.



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3. Unless pre-approved by the Illinois State Police, the Recovery Service Provider vehicles must comply with all Illinois traffic laws when responding to a call on the Tollway.
4. Recovery Service Providers shall be allowed to use the median turn-around only when responding to emergency calls.
5. Recovery Service Providers may be held liable for any incidents caused by unsafe acts perpetrated by its drivers.
6. When approaching an incident scene, the Recovery Service Provider shall use the proper signals and amber overhead lights. The Recovery Service Provider shall pull its vehicle onto the shoulder or into the safest position to protect the scene and the Recovery Service Provider personnel from Tollway traffic. The Recovery Service Provider shall have its warning lights unobstructed to approaching traffic.
7. All Recovery Service Provider vehicles used in recovery service must be equipped with audible back up warning devices/alarms.
8. Based on the Tollway Roadway Traffic Control and Communication Guidelines and Federal Regulations regarding proper safety attire, all Recovery Service Providers must comply with the following:
 - a) All Recovery Service Provider personnel responding to a recovery or crash scene during daytime operations must wear high-visibility safety apparel that meets the Performance Class 2 and Class 3 requirements of the ANSI/ISEA 107-2010 publication entitled “American National Standard for High Visibility Safety Apparel and Headwear”, or equivalent revisions. Approved apparel includes a fluorescent orange, fluorescent yellow/green or a combination of fluorescent orange and fluorescent yellow/green vest. . Other types of garments may be substituted for the vest as long as the garments have manufacturer tag identifying them as meeting the ANSI Class 2 requirement.
 - b) All Recovery Service Provider personnel responding to a recovery or crash scene 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.
9. All recoveries handled by the Recovery Service Providers when occurring on a Tollway roadway, ramp or property (including Oases’) are considered official Tollway Recoveries regardless of how the Recovery Service Provider

was notified of the Recovery. This includes calls from a customer directly to the Recovery Service Provider. When such direct calls are received and the Recovery Service Provider is responding, the Recovery Service Provider shall notify the Tollway Dispatch Center immediately,

10. Non Exclusive agreement: While not typically the case, on occasion a vehicle owner involved in a Recovery Crash may, with Tollway approval, elect to contact their own provider to recover their vehicle. The Recovery Service Provider, if dispatched by the Tollway and not cancelled before arrival, may (at the Tollway's discretion) be entitled to bill the Tollway a cancelled call charge, as detailed in the approved rate structure.
11. All Recovery Service Providers are required to have and maintain an operating and monitored e-mail address. Recovery Service Providers will be required to check its e-mail on a daily basis. The Tollway will regularly use e-mail for communicating with Recovery Service Providers.

O. Additional Program Information/Requirements

1. When a vehicle is damaged, disabled or abandoned, the owner or person responsible for such vehicle shall have the right to determine where it will be towed, and by whom, unless Illinois State Police District 15 directs the Recovery Service Provider to transport a vehicle to a specified location.
2. The Recovery Service Provider is responsible for protection of the vehicle and its contents until claimed by the owner (or representative) or disposed of by the Illinois State Police.
3. The Recovery Service Provider may be asked to provide general information to the customer/owner and/or driver concerning the cost of the recovery or service before any service is initiated.
4. A Recovery Service Provider shall waive all storage fees, unless required or provided for as part of a Court Order, for vehicles impounded by the Illinois State Police and:
 - a) Seized by Illinois State Police through authority granted by State Law.
 - b) Held as a result of an Order of a court of competent jurisdiction.
 - c) Held as evidence.

Once the vehicle is released by the Court or the Illinois State Police, the Recovery Service Provider may begin to charge storage fees per the Rate Schedule effective on the date the vehicle is released.

5. The Recovery Service Provider shall follow any and all applicable Tollway Policies and Procedures that are not listed herein. The Tollway reserves the right to make changes or modifications to the Program and the Agreement.
6. The Recovery Service Provider is responsible for all tolls and shall not avoid paying a toll unless directed to do so by the Tollway or State Police.
7. Recovery Service Provider shall not provide gifts or gratuities to Tollway employees or agents.

P. Equipment Requirements

The Recovery Service Provider represents that it has at least three (3) heavy duty recovery trucks, two with a minimum lifting capacity of one hundred thousand (100,000) pounds and one with a minimum capacity of eighty thousand (80,000) pounds. Two of which shall be equipped with two stage hydraulic booms and one shall be equipped with a rotating hydraulic two-stage boom. One truck shall be equipped with a heavy duty winch with a minimum of one hundred (100) feet of 3/4 inch cable.

Recovery Service Providers whose assigned service areas are on the Tri-State Tollway (I-94-294), The Veterans Memorial Tollway (I-355), the Jane Adams Tollway (I-90) east of Randall Road, The Ronald Regan Memorial Tollway (I-88) east of Orchard Rd are required to own and have available if needed, one (1) air cushion recovery system including starter pillows, with motor driven air pump, with a lifting capacity of one hundred thousand (100,000) pounds, with dual controls.

All other Recovery Service Providers whose coverage area is not included in the paragraph above and who do not own an air cushion recovery system (as noted above) must have access to an air cushion recovery system that can be delivered to any location of its service area within 60 minutes. In this case the Recovery Service Provider must have a written Agreement with a provider of an air cushion system.

Recovery Service Provider represents that each of its trucks are equipped with all items listed in Exhibit "A" and attached hereto. Provider further represents that all "required" equipment listed on Exhibit "B" attached hereto shall be wholly owned by the Provider.

Recovery Service Provider represents that the equipment listed on Exhibit "C" attached hereto, will be available on an "as needed" basis for vehicle recovery services and on site within 60 minutes of request by the Tollway. Recovery Service Provider shall identify its source for all items listed on Exhibit "C" that are not owned by the Recovery Service Provider.

All of the Recovery Service Provider's Equipment shall comply with the applicable provisions of the Illinois Motor Vehicle Code and the requirements of the Interstate Commerce Commission.



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Recovery Service Agreement Acknowledgement

By his/her (its) signature, the Recovery Service Provider acknowledges that he/she has the required authority to bind the Provider or Tollway and has read the foregoing and agrees to abide by and be bound by the terms and conditions set forth in this Authorization.

IN WITNESS WHEREOF, the parties agree to the above terms on this ____ day of _____, _____.

Recovery Service Provider:

Provider Name Signature: _____

Printed Name: _____

The Illinois State Toll Highway Authority
Executive Director

Signature: _____

Approved as to Form and Constitutionality



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EXHIBIT "A"
Required Tool and Equipment List

1. One (1) set of 36 inch bolt cutters.
2. One (1) set of acetylene/oxygen cutting torch with a minimum of 50 feet of hose lines.
3. One (1) 48 inch wrecking bar.
4. One (1) 1/2 inch nylon rope - minimum of 50 feet.
5. One (1) truck air brake release kit.
6. Two (2) nylon lifting slings with minimum lifting capacity of 100,000 pounds.
7. One (1) 3/8 inch alloy recovery chain - minimum of 20 feet.
8. One (1) 1/2 inch alloy recovery chain - minimum of 20 feet.
9. One (1) long handle street broom.
10. One (1) long handle shovel (square).
11. One (1) long handle shovel (round).
12. One (1) 10-12 lb. sledge hammer.
13. Sufficient number of binders to secure loads up to 50,000 pounds.
14. One (1) fire ax.
15. One (1) snatch block - 20 ton capacity.
16. One (1) set of tire chocks.
17. One (1) set of assorted cribbing beams.
18. One (1) hydraulic vehicle jack - minimum 20 ton capacity.
19. Recovery Service Provider safety equipment package as specified in the Illinois Vehicle Code.



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EXHIBIT "B"

Recovery Program Equipment List

1. The Recovery Service Provider represents that it has three (3) heavy duty recovery trucks, two with a lifting capacity of one hundred thousand (100,000) pounds and one with a lifting capacity of eighty thousand (80,000) pounds. Two of which shall be equipped with two-stage hydraulic booms and one shall be equipped with a rotating hydraulic two- stage boom. One truck shall be equipped with a heavy duty winch with a minimum of one hundred (100) feet of 3/4 inch cable.
2. One (1) air cushion recovery system including starter pillows, with motor driven air pump, with a lifting capacity of one hundred thousand (100,000) pounds, with dual controls.
3. A minimum of one (1) semi-tractor with fifth wheel.
4. One (1) lowboy equipment hauling trailer, with minimum hauling capacity of forty thousand (40,000) pounds.
5. One (1) tandem axle trailer flatbed – minimum forty (40) feet.
6. One (1) tandem axle dump trailer - minimum 25 cubic yard capacity.
7. One (1) front end loader with minimum of 1-1/2 cubic yardbucket, or equivalent loading capability.
8. One (1) set of tandem dollies - minimum capacity of 80,000 pounds.
9. One (1) electric generator - minimum of 7500 kw (110 and 220 volt).
10. One (1) reciprocating electric saw.
11. One (1) air impact metal cutter.
12. One (1) engine driven air compressor with receiving tank, regulator hose reel and hose, with minimum of 5 h.p./11.8 cfm
13. One (1) 12-inch circular saw (electric).
14. One (1) 10 foot x 12 foot tarpaulin - canvas or equal.



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15. One (1) 12 foot x 40 foot tarpaulin - canvas or equal.
16. Portable floodlights with stands and extension cords, capable of lighting a work area equal to 30,000 square feet.



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EXHIBIT "C"

1. One (1) mobile crane with a lifting capacity of 150,000 pounds.
2. One (1) tanker trailer suitable for transferring hazardous or non-hazardous waste.
3. One (1) Tandem axle refrigerator box trailer - minimum forty (40) feet.
4. One (1) skid steer loader (or equivalent) with bucket and forklift.
5. Hook lift or Roll off transport and hook lift or roll off containers

If the listed equipment above is not owned by the Recovery Service Provider, the recovery service provider shall have at their disposal a source for such equipment. Failure to have rapid access to this equipment when needed for a recovery may result in disciplinary action including termination of the Agreement.



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“EXHIBIT D”

ILLINOIS TOLLWAY VEHICLE RECOVERY RATE SCHEDULE

Crane or Recovery Rotator**	\$725.00 per hour
Heavy Duty: Recovery Wrecker (over 50 tons)	\$475.00 per hour**
Heavy Duty Wrecker (30-45 Tons)	\$275.00 per hour
Heavy Duty Tow Service	\$225.00 per hour
Semi-Tractor	\$225.00 per hour
Heavy Duty Dolly Tandem transport)	\$600.00/ flat rate (includes
Lowboy/Landall Trailer	\$225.00 per hour
Tanker Trailer	\$150.00 per hour (\$1,200 per day max)
Box Refrigerator Trailer	\$200.00 per hour (\$2000 per day max)
Dump Trailer (25-30 Yard)	\$100.00/ per hour
Tandem Axle Tag Trailer	\$100.00/ per hour
End Loader & Skid Steer	\$225.00 per hour (includes transport)
Forklift	\$175.00 per hour (includes transport)
Air Bag Unit	\$2,500.00 flat rate (includes transport)
Service Truck	\$225.00 per hour
Specialized equipment* (description and usage details required)	\$350.00 per hour
Labor Charge for Ground Man	
Permanent full-time employees	\$100.00 per hour
Part-time employees	\$75.00 per hour
Light Duty Wrecker or Flatbed (Includes material transport)	\$100.00/ per hour
Portable Flood Lights and Generator	\$150.00 per hour (includes transport)
Roll-off with container	\$350.00 per hour (plus disposal fees)



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EXHIBIT "E"

**ILLINOIS TOLLWAY
VEHICLE RECOVERY EVENT NARRATIVE**

DATE: _____ AUTHORIZATION NUMBER: _____
 LOCATION: _____ COORDINATORS: _____
 CRASH: _____ RECOVERY FIRM: _____
 TIME NOTIFIED: _____ TIME ARRIVED: _____ TIME CLEARED: _____
 TIME OF TOTAL LANE BLOCKAGE: _____

CRASH DESCRIPTION:

SPECIAL PROBLEMS:

SOLUTIONS:

PROVIDER PERFORMANCE RATING:

Performance Level:	Performance Level:		Equipment Used:			
	Acceptable	Non-Acceptable	Rotator		Skid Steer	
Response Time:			Rotator		Skid Steer	
Cooperation:			Heavy Duty		Loader	
Equipment:			Service Truck		Air Bag	
Manpower:			Flat Bed		Tractor Trailer	
Overall Performance:			Additional Manpower:			



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Note: Non-Acceptable Performance requires explanation.

Comments:

Reviewed by: _____



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EXHIBIT “F”
DISCIPLINARY ACTION

Recovery Service Provider may be subject to discipline that may include:

- A. Termination of the Agreement
- B. Suspension of Agreement privileges
- C. Administrative fines/charges
- D. Refunds to customers
- E. Reduced or altered assigned areas

The following is a list of infractions and maximum disciplinary action for each offense. Infraction frequency is considered through the full term of the Agreement.

Administrative Procedures	MAXIMUM PENALTY			
	First Offense	Second Offense	Third Offense	More than 3 Offenses
Failure to comply with the terms and conditions of this Agreement and/or applicable rules, regulations or laws of the Tollway and/or the State of Illinois, or the Federal Motor Carrier Act	Written Warning	Termination	Termination	Termination
Criminal activity by Recovery Service Provider or Recovery Service Provider’s employees.	Termination	Termination	Termination	Termination
Insurance policies that are expired or have inadequate coverage.	Suspension until Reinstated	Suspension 30 Day	Termination	Termination
Failure to submit copies of recovery invoices or other required documentation to the Tollway within fifteen (15) days after the completion of the recovery or after the vehicle has been released.	Written Warning	Written Warning \$50.00 fine	5 day suspension	Termination
Use of an answering machine and/or voice mail to receive calls.	Written Warning	5 day suspension	30 day suspension	Termination



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Tampering, damaging and/or altering the performance of Tollway owned and provided equipment.	30 day suspension	Termination	Termination	Termination
Recovery Service Provider's facility does not meet the requirements of the agreement or the Recovery Service Provider moves to a new location without notifying the Tollway.	Written Warning	5 day suspension	30 day suspension	Termination
MAXIMUM PENALTY				
Operational/Procedures	First Offense	Second Offense	Third Offense	More than 3 Offenses
Failure to respond promptly, without reasonable justification, when called for service or refusing calls.	Written Warning	5 day suspension	30 day suspension	Termination
Actions by a Recovery Service Provider that obstruct the Illinois State Police, the Tollway or another recovery service provider in the pursuit of its duties and responsibilities or jeopardize public confidence in the Illinois State Police or the Tollway.	30 day suspension	Termination	Termination	Termination
Damage, as a result of negligence or poor performance, to any vehicles being recovered, towed, stored or impounded.	Written Warning	5 day suspension	30 day suspension	Termination
Failure to respond to recoveries in a timely manner and as required in the Agreement.	Written Warning	5 day suspension	30 day suspension	Termination
Failure of Recovery Service Provider personnel to conduct themselves in a professional and courteous manner while working with or interfacing with a Tollway Customer.	Written Warning	5 day suspension	30 day suspension	Termination



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MAXIMUM PENALTY				
Equipment/Facilities/Personnel	First Offense	Second Offense	Third Offense	More than 3 Offenses
The Recovery Service Provider fails to maintain in operating condition all vehicles and equipment required in the Agreement.	Immediate suspension until full compliance	5 day suspension after full compliance	30 day suspension	Termination
Failure of the Recovery Service Provider to maintain Tollway decals on all trucks used for recovery or failure to follow Agreement on Tollway decal requirements.	Written Warning, \$500 fine for all missing decals	5 day suspension \$500 fine for all missing decals	30 day suspension \$500 fine for all missing decals	Termination
MAXIMUM PENALTY				
Billing/Rates and Complaints	First Offense	Second Offense	Third Offense	More than 3 Offenses
Verified complaints of excessive charges whether deliberate or accidental. The Tollway, at its sole discretion, may require reimbursement to the customer.	Written Warning, Customer Refund of excessive charges	5 day Suspension, Customer Refund	30 day Suspension, Customer Refund	Termination
Falsifying Tollway invoice	Termination	Termination	Termination	Termination
Verified complaints of poor service from the public, the Tollway or State Police.	Written Warning	5 day suspension	30 day suspension	Termination



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EXHIBIT "F"

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