



**ILLINOIS STATE TOLL HIGHWAY AUTHORITY
POLICY FOR
AUTHORIZED TOW & SERVICE OPERATORS**

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This booklet is intended to define the duties and responsibilities of tow and road service operators authorized to perform tow and road services on the Illinois Tollway. The following terms and conditions will help to insure professional and timely tow and road services to patrons on the Illinois Tollway. In addition to the terms and conditions contained herein, tow and road service operators authorized to perform said services on the Illinois Tollway are required to comply with all applicable local, state and federal rules and regulations.

AUTHORIZATION TO PROVIDE TOW AND ROAD SERVICE

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; and

Whereas, in order to facilitate the expedient, safe and efficient towing of disabled motor vehicles and the removal of loads, materials, debris and other vehicular matter from the toll highways, the Tollway desires to compile a list of authorized, licensed vehicle tow and road service operators (hereinafter, "Tow Operator" or "Operator") to perform vehicle tow and road services on its toll highways.

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. General

The Tollway and its staff are dedicated to the safe operation of the network of the high speed highways that make up the Tollway system. Tow operators authorized to perform towing services are expected to understand that the safety of the Tollway's patrons and staff is its top priority. Expeditious clearing of disabled vehicles from the roadway and other safety sensitive areas is critical to maintaining a safe highway system. Tow operators who chose to participate in the Tollway's Towing Operation are accepting the requirement that Tollway tows are their top priority. Tow operators who elect to participate in the program and do not meet the expectations and standards of the Tollway will be removed from the Authorized Tow List.

The following are the general requirements:

1. The Tollway grants to Operator a non-exclusive Authorization to provide tow and road services, as further defined herein, for towing in a section of the toll highway as determined by the Tollway. The Tow Operator will be formally notified of the section of roadway they will be responsible for.
2. This Authorization shall supersede all prior Authorizations concerning the services contemplated herein. Tow Operator's Authorization to provide tow and road services shall commence with the date of this Authorization and shall continue unless otherwise terminated by either party as provided herein.
3. 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 contained herein.
4. Tow Operator agrees to provide professional and courteous tow and road services in accordance with the terms and conditions contained herein, and in compliance with Tollway rules, regulations and the Illinois Motor Vehicle Code, including, but not limited to, all laws regarding the sale and/or disposal of unclaimed vehicles.
5. A Tow Operator's failure to comply with Paragraph 4 above shall be cause for termination of the Tow Operator's authorization to provide tow and road services on the toll highway system.
6. The term "Operator" or "Tow Operator", when used herein, shall include any person or firm authorized to render service to a disabled vehicle on the Tollway.

B. Rules and Procedures

1. The Tow Operator shall provide tow and road services on a twenty-four (24) hour a day basis.
2. The Tow Operator shall maintain a twenty-four (24) hour telephone number.
3. The use of an answering machine is not allowed. A missed call will result in a "skip" in the Tow Operator's normal rotation and may be cause for removal from the authorized towing list.
4. Upon receiving a dispatch call, the Tow Operator will provide the Tollway with an estimated time of arrival to the scene. The Tow Operator's travel

time from its place of business to the incident location shall be no more than thirty (30) minutes. Tow Operators shall notify the Tollway dispatch center of their 10-23 arrival and 10-24 times by Tollway radio. Operators without Tollway radios shall notify the Tollway dispatch center by phone of their 10-23 arrival and 10-24 times. Tow operators may be required to install Tollway radios.

5. The Tow Operator must dispatch an appropriate tow/service truck to the scene of the call, regardless of whether it is for an accident or a disabled/abandoned vehicle. A dispatched vehicle will handle no other business while in route.
6. The Tow Operator represents that its trucks are in sound mechanical condition, safe, properly equipped and suitable for their intended use. Trucks shall be of good appearance, shall display the Tow Operator's business name and address and shall display the Tollway authorized service decal on both sides of the truck. Decals are to be removed prior to the sale of an authorized tow service vehicle or immediately upon the termination of the Operator's towing authorization.
7. Flatbed trucks/trailers and wheel lift equipment must be readily available to all towing firms. However, it is not necessary that all towing vehicles in the towing firm be so equipped. A Tow Operator must have a minimum of one light duty wrecker and one flatbed truck available at all times. It is the Operator's responsibility to call the Tollway's Fleet Unit immediately if they do 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 the Operator's Authorization.
8. The Tollway reserves the right to call additional or replacement Operators if the Tow Operator fails to perform to the Tollway's expectations or standards, or if the Tollway determines, in its sole discretion, that such additional Operators are needed.
9. The Tow Operator must abide by the Schedule of Fees set forth by the Tollway (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 (Visa, Master Card, American Express, Discover, etc...). The Tow Operator shall not charge the patron for the use of such card. The Operator shall give each patron an official Tollway receipt and shall promptly file a copy of the receipt with the Tollway.
10. The 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 Authorization. Tow Operator's books and

records pertinent to the Tollway requested tow/road services shall be made available to the Tollway, or its designated representative upon request.

11. The Tollway will provide the Tow operator official billing invoices (at no cost the Tow Operator) to be used for all towing and/or services occurring on Tollway roadways regardless of how the tow operator is notified of the tow. The Tow Operator will provide every Tollway customer a copy of the Tollway invoice (no exceptions). Tow Operator agrees to provide the Tollway copies of all billing invoices for tow/road services rendered on the Tollway within fifteen (15) days of the date of service, or after the towed vehicle has been released. All receipts must be sent to the Tollway (attention: Fleet) weekly. Late submittals may result in administrative charges issued to the Tow Operator (see action under Discipline) or termination of the Tow Operator's authorization to provide tow/road services.

The invoice shall include the following information:

- SERVICE COMPANY, NAME, ADDRESS, PHONE: Your company information must be stamped or written in.
- MOTORIST NAME, PHONE: Must be filled in at the scene or when the vehicle is picked up at your garage.
- ADDRESS, CITY, STATE, ZIP: Same as above.
- 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.
- 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 Tow Receipt.
- DATE: Date of Service.
- VEHICLE YEAR, MAKE, BODY STYLE: "89 Chev 4-Dr", "78 INT TRAC/TRL", etc.
- LICENSE YEAR, STATE, NUMBER: "90 IL HC1078", "90 IL 277 T/A", etc.
- VIN NUMBER: To be taken from serviced/towed vehicle.
- TOWED TO: "Garage", other destination-"12705 S. Halsted", etc.
- TOWED FROM: "M.P. 271 ½ NB", "Lincoln Oasis SB", etc.
- PICK-UP ODOMETER: Your truck odometer reading when the vehicle is ready to be towed.
- DROP-OFF ODOMETER: Your truck odometer reading when you un-hitch the vehicle at its destination or at your garage.
- SERVICE CALL: Check "serviced" box if you got the car going; check appropriate box if towed.

- LIGHT-DUTY TOW/SERVICE: List your charges on the appropriate line (charges should be no more than the maximum fee on the fee schedule).
 - MEDIUM AND HEAVY-DUTY TOW/SERVICE: List your charges on the appropriate line (Charges should be no more than the maximum fee on the fee schedule).
 - TOTAL CHARGES: Add up all individual charges and list the total charge to the customer.
 - RELEASED TO: If the motorist was not with you when you reached your garage and the vehicle is picked up at a later time, have the person you release it to sign and date the receipt. If storage fees are charged, the time of day must be shown.
 - DRIVERS SIGNATURE: Driver of tow truck must sign the Tollway receipt.
 - VERIFICATION OF INVOICES: The Operator must have the invoices checked and verified for accuracy. The company owner or designee must verify the accuracy of the tow receipt by initializing the tow receipt on the appropriate line.
11. Tow Operator agrees to seek compensation for towing services performed pursuant to this Authorization 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 Authorization.
 12. In the event the Tow Operator is cancelled while in route or after arriving on the scene, the Tollway may pay the Tow Operator a flat service charge call fee per the latest Fee Schedule. Payment will be made based on budget funding availability.
 13. The Tow Operator shall not transfer a service call to another towing firm. If the Tow Operator is unable to handle the call, or if additional equipment is needed from another company, the Tollway Dispatch Center shall be notified immediately in order to dispatch the authorized back-up service.
 14. The 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 dismissal from the towing list.
 15. 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.
 16. The Tow Operator shall release personal property contained within the towed vehicle to the lawful owner prior to payment of any accrued towing charges pursuant to 625 ILCS 5/4-203 which provides, "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, operator's licenses, any cash credit cards, or checks or checkbooks and any wallet, purse, or other property containing any operator's license or other identifying documents or materials, cash credit cards, checks or checkbooks."

Personal property as excepted above 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, the 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 receivers of the property. No fees shall be assessed by the Tow Operator to inspect the owner's vehicle.

17. The Tow Operator must keep and maintain a separate log on 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.
18. The Tow Operator will release vehicles on a twenty-four (24) hour a day basis, but only as set forth in paragraph 15 above. An additional fee, not to exceed the amount listed on the most current 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. The Tow Operator shall not assess an after hours fee should the registered owner, or anyone else able to substantiate rightful possession, arrive during the Operator's posted normal business hours or during the Tollway set daily time period of 7:00 a.m. – 5:00 p.m.
19. The Tow Operator must promptly notify the Illinois State Police District #15 whenever it releases an abandoned vehicle that was towed from the toll highway system. Vehicles impounded at the direction of the law enforcement authorities shall not be released without proper prior authorization.
20. The Tow Operator must keep on file, with the Tollway, a current Certificate of Insurance, with insurance providers approved by the Tollway, and in form and with limits of liability (as set forth below) required by the Tollway, naming both the Illinois State Police (ISP) and the Tollway as additional insured. Failure to meet this requirement will result in immediate suspension/termination of Tow Operator's towing authorization.
 - 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 District #15 ISP as additional insureds, requiring a thirty (30) day cancellation notice.

- b) Garage Keepers Legal Liability Insurance with limits of not less than \$150,000 per tow 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 the vehicle is being towed or recovered is covered for losses under the Garage Keepers Legal Liability coverage section in lieu of On Hook Coverage, you must have a Cargo Policy of 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 Operator's tow truck drivers and employees of the towing operation.
- e) All insurance policies shall be endorsed to require thirty (30) days notice of cancellation, in writing, to the Tollway. Operator agrees to furnish current Certificates of Insurance to the Tollway upon execution of this Authorization and annually, if renewed. Unless otherwise agreed to in writing by the Tollway, coverage shall be by carriers with a Best Rating of "A" or better.

- 21. This Authorization is not transferrable and will be terminated immediately upon termination of the Tow Operator's business, change in ownership, or when Tow Operator no longer has a majority ownership in the company.
- 22. The Tow Operator shall not provide gratuities to Illinois State Police personnel or to any employee of the Tollway.
- 23. No Tow Operator advertising shall be permitted on Tollway property. This includes business cards, phone stickers, etc.
- 24. Tow Operator 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 Tollway requests for Tow Operator tow and road services on Tollway property.

25. Operator 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 Authorization.
 - a) Prior to execution of this Authorization, Tow Operator shall provide written proof to the Tollway that it is licensed and/or registered to provide vehicle tow and road services in the State of Illinois.
 - b) Tow Operator shall submit to the Tollway, at the time of signing this Authorization and anytime thereafter, a list of its current employees with verification showing which employees are licensed to drive and operate the Tow Operator's equipment. Tow Operator agrees to update this list when requested by the Tollway or whenever an employee is replaced or new employees are hired.
26. The Tollway reserves the right, in its sole discretion, to terminate this Authorization, upon thirty (30) days notice to Tow Operator for breach of a term of this Authorization.
27. The Tollway may, in its sole discretion, immediately terminate this Authorization and halt all towing operations of the Tow Operator if the Tollway determines that the Operator's actions are jeopardizing the safety of the Tollway's customers or employees.
28. In the event any of the Tollway owned equipment in Operator's vehicles, or under Operator's possession and control, is damaged, destroyed or stolen, while in possession of Operator, Operator agrees to reimburse the Tollway within thirty (30) days of receiving a written request for the cost to repair and/or replace Tollway owned equipment. Failure to reimburse the Tollway shall be grounds to terminate Operator's Authorization.
29. Towing Operator shall only be accompanied by essential employees when responding to a dispatch call. An essential employee is any person necessary to providing safe towing and/or recovery service. Under no circumstances shall operators be accompanied by family members, acquaintances, etc., or other non-essential personnel.
30. Tow truck drivers from each towing company may be required to participate in training sessions given by either ISP District #15 or Tollway maintenance personnel covering Tollway safety and vehicle removal related towing procedures. The training sessions will be scheduled at times and locations determined by the Tollway.

31. Oasis gate keys are issued in order to gain access to and from the Tollway through the local road access of the Oasis. Keys are issued on a limited basis to Tollway personnel and emergency vehicles. 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 a Tow Operator whose area of responsibility is directly adjacent to the 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.
32. The Tollway may require Tow Operators to attend meetings regarding the Tollway towing operations.
33. Should the Tollway communications system be updated, the Tollway may require that each Tow Operator have a minimum of one (1) radio installed in its facility or a designated vehicle by a Tollway technician. A monetary deposit per radio may be required. The deposit amount shall be determined by the Tollway. Upon removal of an operating radio by Tollway personnel the Tow Operator will be reimbursed the full amount of the deposit less maintenance costs.

C. Discipline

An Operator may be subject to discipline that may include termination of Authorization, suspension of Authorization, administrative fines/charges, refunds to customers, and reduced or altered assigned areas for the following reasons:

1. Failure to comply with the terms and conditions of this Authorization and/or applicable rules, regulations or laws of the Tollway and/or the State of Illinois.
2. Verified complaints of excessive charges whether deliberate or accidental. The Tollway, in its sole discretion, may request reimbursement to the customer.
3. Failure to respond promptly, without reasonable justification, when called for service.
4. Any criminal activity by Operator or Operator's employees.
5. Verified complaints of poor service from the public, ISP personnel, or the Tollway.
6. Actions by Operator that obstruct ISP or Tollway legal obligations or jeopardize public confidence in the ISP or the Tollway.

7. The giving or offering of gratuities to ISP personnel or Tollway employees.
8. Having indemnity bonds or insurance policies that are expired, or failure to comply with state or federal law or Tollway or ISP requirements.
9. Damage, as a result of negligence or poor performance, to any vehicles being towed, stored or impounded.
10. Failure to comply with procedures as set forth in the Tollway Towing Policy.
11. Failure to adequately maintain vehicles and equipment.
12. Failure to submit official towing receipts to the Tollway within fifteen (15) days after the completion of the tow or after the vehicle has been released.
13. Use of an answering machine to take calls.
14. Failure to answer calls from the Tollway Dispatch Center.
15. Failure to meet the required response times

D. Complaint Investigations

1. All complaints with respect to towing and road services may be investigated by the Tollway in conjunction with ISP District #15, if required.
2. If the allegations of the complaint are confirmed, the Tollway shall notify the Operator in writing of the results of the investigation. Operator 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 Fleet Unit.
3. Thereafter, the Tollway shall take whatever corrective action it deems appropriate in light of its investigation and Operator's response. Discipline may consist of corrective action, a reprimand, temporary suspension, permanent removal from the Tollway tow list or any other action deemed appropriate by the Tollway.
4. 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 thirty (30) minutes of notification.
 - b) Provide efficient towing 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.
 - c) Operators need not be located within a towing zone's boundaries; they must, however, 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.
2. An Operator approved for light, medium and heavy duty towing may appear on all lists.
3. Operator's sharing a given tow zone will be called out in rotation, unless one firm possesses special equipment required at the scene that the other firm(s) do not have. The Operator with the special equipment will be given priority whenever that equipment is needed and shall be rotated to the bottom of the list after being given the priority call.
4. Records shall be maintained by the Tollway indicating the number of calls placed with each Operator and its response time.
5. The Tollway Dispatch Center will attempt to call an Operator at least three (3) times within a five (5) minute time period. If there is no answer after five (5) minutes, or the line is busy, the call shall be considered a "no answer/turn down". A "no answer/turn down" call will be treated as a turn in the rotation, the same as if the Operator had responded. Repeated "no answers" are strongly discouraged and may lead to discipline or termination of Authorization.

6. If the Tollway Dispatch Center telecommunicator is put on hold for any reason, the telecommunicator will call the next Operator on the list.
7. Operators may hire a towing dispatch answering service to handle calls after normal business hours. However, the Tow Operator must be able to take calls from the service on a twenty-four (24) hour basis. Use of an answering machine is prohibited.
8. If an Operator cannot provide service due to equipment failure, prior commitments, or other unforeseen circumstances, the Operator must notify the Tollway Dispatch Center of its out-of-service status immediately at the time the firm goes out of service. To resume its position on normal rotation, the Operator must notify the Tollway Dispatch Center that it is back in service. The Operator is not entitled to make-up calls lost while out-of-service.

G. Legal Requirements

1. All Tow Operator drivers must have, and maintain, a valid Commercial Drivers License and be classified for the type of towing operation they shall be performing.
2. All 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. The Operator must comply with license plate weight requirements.
4. Operator must carry some type of granular absorbent material to mitigate fluid spills from vehicles. Tow Operator drivers are required to remove glass, debris and spilled fluids from the roadway at accident scenes. Tollway employees may assist Operator in clean up tasks to expedite opening traffic lanes. Failure to adequately clean up after a vehicle is towed may result in charges payable to the Tollway.
5. All Tow Operator vehicles must meet the requirements of 625 ILCS 5/12-606, governing:
 - a) Identification on the doors:
 - Each tow truck operated by a Tow Operator on the authorized Towing/Service List 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 the tow truck.
 - Official Towing Decals shall be provided by the Tollway at no cost to a towing company for initial requirements.

Replacement decals shall be furnished by the Tollway as needed at a cost per individual decals as determined by the Tollway. If a decal is found to be mutilated or difficult to read, a new decal must be purchased.

- Decals applied to tow trucks shall be removed by the company if a towing company sells, leases to another company, or otherwise disposes of a truck. Decals shall be removed from all trucks owned by a company if a company is sold or otherwise changes ownership or is permanently removed from the authorized Tow List.
 - All removed or damaged Tollway Decals shall be returned to the Tollway within 10 days. Decals not returned to the Tollway when requested or when trucks are removed from the tow operator's active list of tow vehicles shall be subject to \$500.00 dollar fine per decal.
- b) Equipment (broom, shovel, trash can, fire extinguisher, flares, reflective triangle kit), and other equipment as stated in the Illinois Vehicle Code shall be carried on the Tow Operator's truck.
- c) Insurance is subject to the terms and conditions of this Authorization and the Illinois Vehicle Code.
6. The Operator must comply with the Illinois Vehicle Code as it applies to tow trucks being operated on the streets and highways of the State of Illinois.
7. The Operator 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.

8. All Tow Operator trucks must have a valid State Safety Inspection Sticker. 625 ILCS 5/13-101 states that every owner of a second division vehicle, medical transport vehicle, tow truck, or contract carrier transporting employees on a highway of this State in a vehicle designed to carry 15 or fewer passengers shall, before operating the vehicle upon the highways of Illinois, submit it to a "safety test" and secure a Certificate of Safety furnished by the Department as set forth in Section 13-109.
9. Operator shall cooperate with and take direction from ISP District #15, fire protection authorities and Tollway personnel to secure the accident scene and establish appropriate lane closures and traffic control to enable vehicle towing 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.

H. Operational Procedures

In addition to operating procedures required by law, the following specific rules and requirements shall be observed by all Operators:

1. All Tow Operator 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 given in 625 ILCS 5/12-205(b). Use of the amber light is required whenever a tow or road service vehicle is involved in the towing or servicing of vehicles on or in close proximity to the roadway.
2. All Tow Operator vehicles must be in good operating condition, clean and presentable, verified by the presence of a valid safety sticker and maintained in a manner that will tend to instill faith in the Tollway's choice of towing firms. The Tollway can suspend the use of an Operator's vehicle(s) if they do not meet the standards set herein.
3. Reports of lane blockage incidents shall take priority over other calls for assistance.
4. No Operator shall give assistance to a vehicle on the opposite side of the toll highway, which would require the Operator or driver of the disabled vehicle to walk across the roadway. Operators shall avoid walking across lanes open to traffic.
5. No Operator will be allowed to make a maneuver that may jeopardize the safety of Tollway personnel, law enforcement personnel and the motoring public.
 - a) No Operator shall make a U-turn on the Tollway to hook to the front/rear of a vehicle without Tollway personnel first taking the appropriate safety steps to allow such a maneuver.
 - b) No Operator will be permitted to travel against traffic in an open lane or shoulder unless ISP District #15 or Tollway personnel approve such a maneuver and have taken appropriate safety steps to allow it.
6. Tow vehicle must comply with all Illinois traffic laws when responding to a call on the Tollway.

7. Tow Operators shall be allowed to use the median crossovers when responding to emergency calls that involve lane blockage. All warning lights must be activated and the Operator must exercise extreme care when making this maneuver so as not to jeopardize safety. Tow Operators East of the Fox River are not allowed to use crossovers simply for convenience. West of the Fox River, Tow Operators are allowed to use crossovers; however, they should only be used when necessary.
8. When approaching a disabled vehicle, the Operator shall turn on his proper turn signals and his amber overhead lights. The Operator shall pull his vehicle onto the shoulder or into the safest position to protect the scene and the Operator from other traffic using the Toll highway. The Operator shall have his warning lights unobstructed to approaching traffic.
9. Warning lights shall be activated when responding to a Tollway call for service that involves lane blockage.
10. The Operator shall verify the nature of trouble and any special instructions given on the call with the driver of the disabled vehicle if he is present.
11. The Operator shall move from the scene onto the Toll highway or regular lane only when the road is clear.
12. The Operator shall respond in a timely manner to phone calls or contact from Tollway staff.
13. All Tow Operators will be required to have and maintain operating e-mail addresses. Tow Operators will be required to check this e-mail on a daily basis. The Tollway will regularly use e-mail for communicating with Tow Operators.
14. Before performing any towing services, the Operator shall inform the customer or driver of the disabled vehicle of the tow service fee and the estimated price of any additional materials or labor. Upon request, this shall be in writing on the Tollway receipt documenting the service. It is the Tow Operator's obligation to explain estimates clearly to Tollway customers.
15. The Operator shall not render any mechanical service to a disabled vehicle located all or partially in a traffic lane. The disabled vehicle shall be removed to a plaza or garage for repairs, unless these repairs are of a short term nature (change a tire, gas, oil, water, etc.), and the vehicle is in a safe position off the traffic lanes entirely and completely on the shoulder.

16. All Tow Operator vehicles used in towing service must be equipped with audible back up warning devices.
17. The use of towing dollies on Tollway property is prohibited.
18. Based on the Tollway Roadway Traffic Control and Communication Guidelines and Federal Regulations regarding proper safety attire, all Tow Operators must comply with the following:
 - a) All Operator personnel responding to a tow or accident scene during daytime operations must wear a fluorescent orange, fluorescent yellow/green or a combination of fluorescent orange and fluorescent yellow/green vest, meeting the requirements of ANSI/ISEA 107-1999 for Conspicuity Class 2 garments. 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 Operator personnel responding to a tow or accident 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.
19. All tows handled by the Tow Operators when occurring on a Tollway roadway, ramp or property (including Oasis') are considered official Tollway tows regardless of how the Tow operator was notified of the tow. This includes calls from a patron directly to the 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. It is to be used when vehicular disablements occur to an extent that normal procedures are ineffective. It is not intended to reduce paperwork or circumvent normal towing 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 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 to be made by the General Manager of Maintenance & Traffic of the Tollway or his designated representative; the Engineering Maintenance and Traffic Division (usually Snow Room or Traffic Operations Center personnel) will most often initiate this action.
4. Implementation – The Tollway will contact the Tow Operators involved and request their services. Specific instructions will be given whenever possible and shall include the following:
 - Areas to cover.
 - How many trucks and for how long.
 - Assigned duties.
 - Relocation site.
 - General terms of agreement.
 - Maximum approved hourly rate for standard singular tow
 - Hourly notifications to Operations desk of locations where vehicles are towed from and time towed, general situation of vehicles (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 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 to all parties 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 accumulated.
 - Total number of vehicles towed to relocation site.
 - Total bill; accumulated hours x approved hourly rate as determined by the Tollway rate schedule.

J. Acknowledgement

The Operator will adhere to the terms and conditions contained within this Authorization, the Tollway's Towing Policy 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 District #15 may direct the Tow Operator as to where to tow a vehicle. The Tow Operator will be responsible for protection of the vehicle and its contents until claimed by the owner or disposed of by the ISP.
2. Provide general information concerning the operation of the Tow Operator and the services provided.
3. Submit to inspection of wreckers and other vehicles used for towing to ensure compliance with the Illinois Vehicle Code.
4. Have available on the premises or have access to a facility for secure inside storage of impounded vehicles and submit to an inspection of the facility.
5. Submit to an inspection of the area designated for storage of towed vehicles not impounded.
6. Provide twenty-four (24) hour a day towing service including the towing of abandoned vehicles. If service cannot be provided due to equipment failure, prior commitment or other unforeseen circumstances, the Tow Operator so affected will notify the Tollway's Dispatch Center of the out-of-service status and when service is restored.
7. A Tow Operator shall waive all storage fees, unless stipulated as part of a Court Order, for vehicles impounded by the ISP and:
 - a) Seized by ISP through authority granted by state law.
 - b) Being held as a result of an Order of a court of competent jurisdiction.
 - c) Being held as evidence.

Once the vehicle is released by the Court or the ISP, the Tow Operator may begin to charge storage fees per the rate schedule effective on the date the vehicle is released.

8. Upon request, provide up-to-date certification of the indemnity bond or insurance policy meeting the requirements of 625 ILCS 5/12-606. If cancelled, the Tow Operator will provide a thirty (30) day written notice to the Tollway.

9. Adhere to the fee rate schedule as prescribed in the attachments to this Authorization, as modified from time to time by the Tollway in its sole discretion.
10. To provide services authorized in accordance with Tollway rules, regulations, manuals and the Illinois Vehicle Code.