

ATTACHMENT B



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

JOSH STEIN
GOVERNOR

J.R. "JOEY" HOPKINS
SECRETARY

June 11, 2025

MEMORANDUM TO: Mandatory Pre-Bid Attendees
FROM: Jennifer A. Sour
Division Contract Engineer
SUBJECT: Mandatory Pre-Bid Minutes for Proposal MG00484 – Light and Heavy Towing & Recovery Program in Orange County

On June 23, 2025, a Mandatory Pre-bid Conference was held at North Carolina Department of Transportation’s Office located on 1584 Yanceyville Street in Greensboro, NC. The following people were in attendance:

- | | |
|-------------------|---|
| Jennifer A. Sour | Division Contract Engineer |
| Abdou Salami Yaya | Assistant Division Contract Engineer |
| Antoine White | Assistant Division Maintenance Engineer |
| Karry Pack | Administrative Specialist 1 – IMAP |
| Doug Hayes | TIM Regional Coordinator |
| T. C. Blalock | Blalock’s Towing & Recovery |
| Lee Gardner | Lee’s 24-Hour Towing, Inc. |
| Matt Harper | East Coast Towing |
| Luke Fulp | Gate City Towing |
| London Fulp | Gate City Towing |
| Brooke Holt | Barnes Towing, Inc. |
| Richard Sparr | Ultimate Towing |

This memo, which includes the revised contract sheets, has been placed on the Bidding and Letting Site and must be included in your submittal.

Doug Hayes opened promptly at 11:00 am with introductions and overview of meeting. He noted any questions that arise after today will need to be directed to Jennifer Sour, Contract Engineer for Division 7. However, we will not be able to answer any questions after the end of the meeting today.

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS DIVISION 7
PO BOX 14996
GREENSBORO, NC 27415-4996

Telephone: (336) 487-0075
Fax: (336) 334-3637
Customer Service: 1-877-368-4968

Location:
1584 YANCEYVILLE STREET
GREENSBORO, NC 27405

Website: www.ncdot.gov

The addendum will be sent with these minutes.

Doug Hayes began with today's agenda. He displayed the PowerPoint presentation starting with reviewing history of towing contracts used throughout the state. This is the 9th in about 8 years with the goal of getting the roadway cleared as safely and quickly as possible. He then reviewed the timeline of the towing contract, LHT-1, incident occurrence to when traffic returns to normal flow (Incident cleared). The point of the contract is to have one dedicated towing company. The towing company will be contacted as soon as law enforcement is called. This will allow the scene to be cleared much faster.

Subcontractors can be used but will have to be preapproved before start of contract. The subcontractors to be used need to be listed in the notes section of the bid paperwork and will have to be prequalified before the contract can be awarded. If your subcontractor is not prequalified by the award date, then the next bidder will be awarded the contract. If you decide to change subcontractors during the contract, you can if the new subcontractor is prequalified. If using a subcontractor, the prime contractor must complete at least (40) forty percent of the work themselves.

The Contractors and NCDOT began a lengthy conversation about insurance requirements. The exact details and requirements are listed in the bid paperwork. Please refer to the proposal document and Q and A below for specifics.

Overview of main points in contract:

- This contract is for a one (1) year period with options for 2 additional- one (1) year renewals
- Requires vehicles to be stored in Orange County or within 10 roadway travel miles of access to the tow zone.
- Requires Insurance – \$5 million per occurrence and \$5 million aggregate coverage, refer to contract for details
- Must be able to respond to 5 incidents simultaneously
- Billing vehicle owners is based on Durham's Police Department towing restraints
- We need to be able to access any software you use in your towing process, most important is **pictures and communication** equipment
- Training requirements include an initial four-hour session and four hours a year afterwards.

The Contractor is bidding on the monthly service fee is for unlimited safety tows. Everything you do starts as a safety tow, until it becomes a billable customer, you are timed on response time and on roadway clearance. You must be on the scene within 20 minutes of a call out. We believe there will be more owner requests in this area because it seems to have more commuters versus visitors. Clarification was made on what to move and not move on the scene.

Pay: For this contract, we have divided up different types of tows to determine when an incentive or disincentive is due, the major difference if it is a hazard or a safety tow, if it is a

hazard tow in the roadway there will not be an incentive. There are instances where you can get a disincentive even if it isn't possible to get an incentive.

Open discussion with questions:

- Q: Do we have an addendum to add to the contract?
- A: The addendum will be sent by Wednesday, June 25, 2025, or Thursday June 26, 2025. We did identify several things, which will be noted in the Addenda section of the memo.
- Q: What is the incentive and time frame to clear the road?
- A: The incentive varies and is based on the category, type of incident, and response time. Doug pointed out the difference between the old contract and the new contract.
- Q: What is the construction time?
- A: The construction time is approximately two to two and a half years
- Q: Can I use a sub-contractor?
- A: Yes, but the sub-contractor must meet the requirements set forth in the contract and the prime contractor must do at least 40% of the work.
- Q: Does the sub-contractor need to have insurance?
- A: The prime contractor must have insurance. The prime contractor will need to send the ACORD letter and letter of intent for the sub-contractor to NCDOT. **Subs are required to have insurance per standard 107-15.** Jennifer Sour clarified the liability insurance requirements through reading the Standard Specifications for Roads and Structures.
- Q: Do you have the Engineers estimate?
- A: Yes, but we don't share it. Refer to Bid Proposal site for the Bid Tabulations from the previous estimate, if you need prior costs.
- Q: If Durham updates their prices, will we update our prices?
- A: We will update if they do. If you hear of any changes, report them so we can review and update our terms and prices.

This bid is **paper only**; there will be NO online bids. We advise against using USPS because they are not getting things to us in a timely manner. Companies that attended the pre-bid can bring their bid in at any time before July 10, 2025 at 2:00 pm.

ADDENDUM

The following items were noted as needing to be corrected in the contract.

DO NOT FORGET TO SIGN THE ADDENDUM(S) SHEET ADD-1**Page 3**

Added Attachment B, B-1 and Attachment C, C-1 to the Table of Contents

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1. If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:

**N. C. DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS, DIVISION 7
ATTN: JENNIFER SOUR
1584 YANCEYVILLE ST
GREENSBORO, NC 27405**

PROJECT SPECIAL PROVISIONS LIGHT AND HEAVY TOWING & RECOVERY PROGRAM

Note: This section is being replaced in its entirety with the attached sheets as the sheet numbers have changed for many provisions.

3.4.1 Monthly Service Fee

Each bidder must submit a completed Proposed Monthly Service Fee, T-1 sheet with their proposed monthly service fee(s).

This contract shall be effective for one (1) contract period (up to 12 months). At the option of the Department and upon agreement by the Contractor, this contract may be extended for up to two (2) additional one (1) year periods. There will be no change in the Monthly Service Fee as part of the renewal process. The unit price will remain the same as originally bid as part of this proposal.

LHT-17**4.2 Billing Vehicle Owners**

- Non-collision tows (Hazard Type Incident): maximum charge of \$125
- Basic collision tows (Crash Type Incident) this includes use of dollies and basic winching: maximum charge of \$225
- Collision tows requiring recovery services (recovery services are for over-turned vehicles, fatality crashes, use of snatch blocks, or the removal of a vehicle from an embankment or beyond the roadway and its should/right-of-way): maximum charge \$325.00

- Release of vehicle or retrieval of personal property outside of the tow truck operator's regular business hours: maximum charge of \$50
- Storage \$35 a day maximum
- Towing storage and related fees are to be consistent with industry practice. Contractors shall bill consistent with prior billable service for similar work and such prior billable services shall be subject to review by NCDOT representative. Contractor cost to meet the capabilities and requirements of this contract shall be figured into the Monthly Service Charge Bid for this contract. Any excessive costs to meet the contract's requirements shall not be passed on to customer's towing and recovery billing
- \$75 charge for each heavy-duty vehicular unit (1 tractor = 1 vehicular unit likewise 1 trailer = 1 vehicular unit) a day.

4.9 Capability Requirements and Preferred Equipment

All recovery trucks and equipment that will be used to qualify for the I-40 Light/Heavy TRP must be listed in Attachment A: I-40 Light Tow and Recovery Program Service Agreement. The Contractor must own or have access (i.e. lease or sub-contract) to all equipment listed. Consideration will be given for equipment listed beyond the preferred minimums.

4.13 Safety Clothing

Tow truck drivers shall wear an identifiable uniform displaying the company and the driver's name while engaged in I-40 Light/Heavy TRP tow operations.

4.15 Storage Facility

The storage facility for towed vehicles must be located either within Orange County, or within 10 roadway travel miles of the tow zone, and must be properly zoned for vehicle storage. This requirement may be met through the use of sub-contractors. Bidders using sub-contractors to meet this requirement, must note this in the "Contract Equipment and Service Provider Information" section of the required forms located in ***Attachment A: I-40 Light and Heavy Tow and Recovery Program Service Agreement***. Towed vehicles must be stored for thirty-one (31) days before being moved to storage outside of Orange County unless authorized by the towed vehicle's owner.

5.2 Contractor Experience

The Contractor and its subcontractors shall hold the appropriate license issued by the North Carolina Department of Transportation for the vehicles servicing this agreement and shall provide a listing of said vehicles in ***ATTACHMENT A: I-40 LIGHT TOW AND RECOVERY PROGRAM SERVICE AGREEMENT***.

5.10 Liability

The Contractor shall at its sole cost and expense obtain and furnish to the Department an original standard ACORD form certificate of insurance evidencing commercial general liability with a limit for bodily injury and property damage in the amount of \$5,000,000.00 per occurrence and 5,000,000.00 per general aggregate, covering the Contractor from

claims or damages for bodily injury, personal injury, or for property damages which may arise from operating under the contract by the employees and agents of the Contractor. The required limit of insurance may be obtained by a single general liability policy or the combination of a general liability and excess liability or umbrella policy. The State of North Carolina shall be named as an additional insured on this commercial general liability policy. The policy may contain the following language as relates to the State as an additional insured: "This insurance with respect to the additional insured applies only to the extent that the additional insured is held liable for your or your agent's acts or omissions arising out of and in the course of operations performed for the additional insured."

**ATTACHMENT C -
MANDATORY
PRE-BID MINUTES**

**DO NOT INCLUDE THIS SHEET
IN THE PROPOSAL**

ATTACHMENT C

MG00484

C - 1

Orange County

MANDATORY PRE-BID ATTENDANCE ROSTER

Date: 6/23/2025

Time: 11:00 AM

PLEASE PRINT

MG00484 (I-3306AD): Light & Heavy Towing & Recovery Program on I-40/ I-40/85 for Orange County

| | | |
|--|--|------------------|
| Name <u>TC Blalock</u> | Company <u>Blalock's Towing & Recovery</u> | Time In/Time Out |
| Position <u>Owner</u> | | <u>10:30 am</u> |
| Email Address <u>blalocktow@yahoo.com</u> | Phone Number <u>919-619-2164</u> | <u>12:10</u> |
| Name <u>LEE GARDNER</u> | Company <u>LEES 24 HR TOWING INC</u> | <u>10:30 am</u> |
| Position <u>OWNER</u> | | Time In/Time Out |
| Email Address <u>LEE@LEES24HRTOWING.COM</u> | Phone Number <u>919 698 8046</u> | <u>12:10</u> |
| Name <u>MATT HARPER</u> | Company <u>EAST COAST TOWING</u> | Time In/Time Out |
| Position <u>GM</u> | | <u>10:50</u> |
| Email Address <u>MHARPER@EASTCOASTTOWING.COM</u> | Phone Number <u>919.835.8205</u> | <u>12:10</u> |
| Name <u>Luke Fulp</u> | Company <u>Gate City Towing</u> | Time In/Time Out |
| Position <u>Owner</u> | | <u>10:53</u> |
| Email Address <u>LULFULP@gmail.com</u> | Phone Number <u>336 292 1422</u> | <u>12:10</u> |
| Name <u>Antoine White</u> | Company <u>NC DOT</u> | Time In/Time Out |
| Position <u>NC DOT</u> | | <u>10:57</u> |
| Email Address <u>awhite@ncdot.gov</u> | Phone Number <u>(336) 312-0866</u> | <u>12:10</u> |
| Name <u>Kerry Pack</u> | Company <u>NC DOT</u> | Time In/Time Out |
| Position <u>NC DOT</u> | | <u>10:58</u> |
| Email Address <u>kkpack@ncdot.gov</u> | Phone Number <u>(336) 312-7467</u> | <u>12:10</u> |
| Name <u>Brooke Holt</u> | Company <u>Barnes Towing</u> | Time In/Time Out |
| Position <u>OWNER</u> | | <u>10:58 am</u> |
| Email Address <u>barnestowingnc@gmail.com</u> | Phone Number <u>919-418-9023</u> | <u>12:10</u> |

MANDATORY PRE-BID ATTENDANCE ROSTER

Date: 6/23/2025

Time: 11:00 AM

PLEASE PRINT

MG00484 (I-3306AD): Light & Heavy Towing & Recovery Program on I-40/ I-40/85 for Orange County

| | | |
|---|--|------------------|
| Name <i>Richard Sparr</i> | Company <i>Ultimate Towing</i> | Time In/Time Out |
| Postion <i>Owner</i> | | <i>11:00</i> |
| Email Address <i>rsparr10@gmail.com</i> | Phone Number <i>210 287 0004</i> | <i>12:10</i> |
| Name <i>Landon Fulford</i> | Company <i>Gate city Towing Recovery</i> | Time In/Time Out |
| Postion | | <i>11:00</i> |
| Email Address <i>LandonFulP@gmail.com</i> | Phone Number <i>336-413-0178</i> | <i>12:10</i> |
| Name <i>Jennifer Sour</i> | Company <i>NC DOT</i> | Time In/Time Out |
| Postion <i>Div. Contract Eng.</i> | | <i>10:45</i> |
| Email Address <i>jsour@ncdot.gov</i> | Phone Number <i>(336)487-0080</i> | <i>12:10</i> |
| Name <i>Abdon salami Yaya</i> | Company <i>NC DOT</i> | Time In/Time Out |
| Postion <i>Engineer I</i> | | <i>10:50</i> |
| Email Address <i>ayaya@ncdot.gov</i> | Phone Number <i>336 487 0079</i> | |
| Name | Company | Time In/Time Out |
| Postion | | |
| Email Address | Phone Number | |
| Name | Company | Time In/Time Out |
| Postion | | |
| Email Address | Phone Number | |
| Name | Company | Time In/Time Out |
| Postion | | |
| Email Address | Phone Number | |

**REVISED
CONTRACT SHEETS
(REV 6/26/25)**

**DO NOT INCLUDE THIS SHEET IN THE
PROPOSAL**

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13. If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:

**N. C. DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS, DIVISION 7
ATTN: JENNIFER SOUR
1584 YANCEYVILLE ST
GREENSBORO, NC 27405**

14. Questions should be emailed 7 calendar days prior to the bid opening to **Jennifer Sour** at **JSOUR@NCDOT.GOV**. Contact with any other NCDOT personnel concerning this project is strictly prohibited, unless otherwise noted, and may result in bids being considered non-responsive.

BID OPENING & PUBLIC READING:

1. On the designated day and time, all bids submitted will be opened, read aloud and recorded, with a witness in attendance.
2. The public letting will be held via conference call. You may join the conference call just prior to 2:00 pm on July 10, 2025. Please dial (919)250-7881.

PROJECT SPECIAL PROVISIONS I-40 Orange Light and Heavy Towing & Recovery Program (TRP)

1 Description of Tasks

The Tow and Recovery Contractor will be notified by the North Carolina Department of Transportation (NCDOT) that they have a request for a tow. **The Tower must have a supervisor/representative, who is capable of determining and calling for the necessary tow and recovery equipment, on-site within 20 minutes of the official notification from NCDOT. The “Begin Immediate Removal” (BIR) notification may be provided by the Law Enforcement Officer or the NCDOT. BIR notification can be given before all necessary equipment arrives.** The Tower will be required to clear all lanes of travel and remove all debris/vehicles/cargo from all lanes within the Maximum Immediate Removal Times shown in Table 3 and Table 5.

The general incident timeline for tow requests are anticipated to follow the timeline shown in Figure 1.

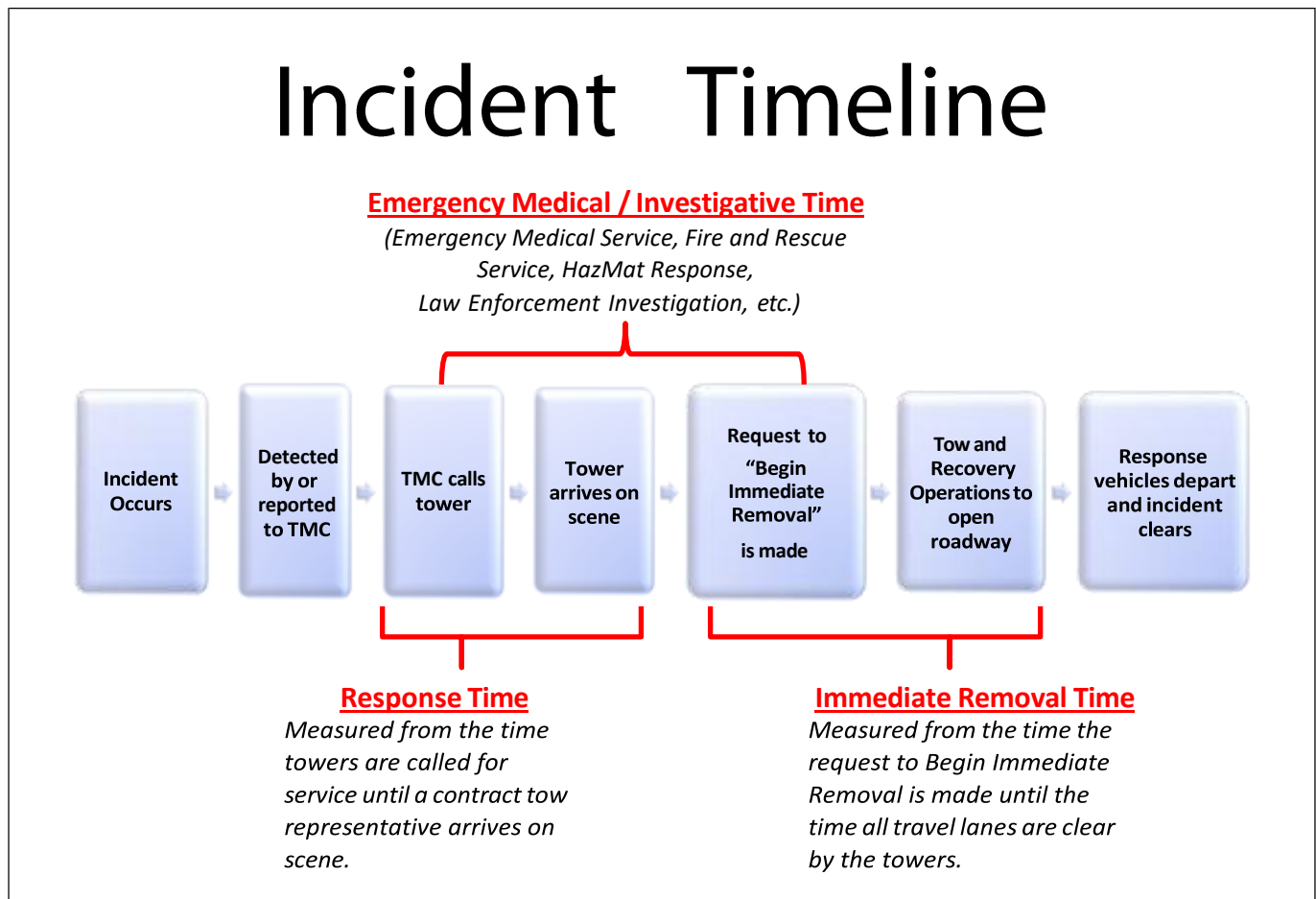


Figure 1 Incident Timeline for Tow Requests

The Contractor will be required to perform specialized towing within the defined project limits. The types of incidents and conditions in which the Contractor may be required to perform include, but are not limited to:

- Geographic challenges (tight spaces, minimal shoulder, slopes, heavy brush, etc.)
- Weather related (closing the road/bridges)
- Unusual challenges or circumstances affecting the roadway network
- Off-loading or cargo spill (or potential for spill) with clearance challenges

1.1 Traffic and Safety Mobility Areas

The Contractor shall:

- be required to work in project-specific locations to aid in maintaining the movement of traffic during the I-40 Widening Project
- perform towing and recovery operations to minimize incident duration on high-volume roadways and/or detour routes
- accomplish all towing operations “with traffic flow” or in the same direction as traffic flow. The Contractor shall not tow against opposing traffic under any circumstances.
- not cause material to be thrown into a live travel lane
- not push or winch material into a live travel lane
- perform all operations to minimize the negative impact to the movement of people and goods

The Contractor further agrees that sufficient operable towing vehicles and personnel will be available to adequately service the special towing needs occasioned by special events requiring towing, including but not limited to, declared emergencies or construction projects, as determined by the NCDOT or designee. The Contractor shall have their full complement of resources and equipment in anticipation of:

- impending adverse weather
- weekday peak hours
- seasonal and/or special events traffic

1.2 Zone Assignments

The Tower is expected to be able to respond to incidents within the project limits and associated interchange ramps as defined in “Project Limits” below. Vehicles and cargo located on the project ramps will be towed in accordance with the mainline towing procedure.

The zone description that follows applies to both Light and Heavy-Duty zones. Zones are preliminary and are subject to change at the discretion of the Department.

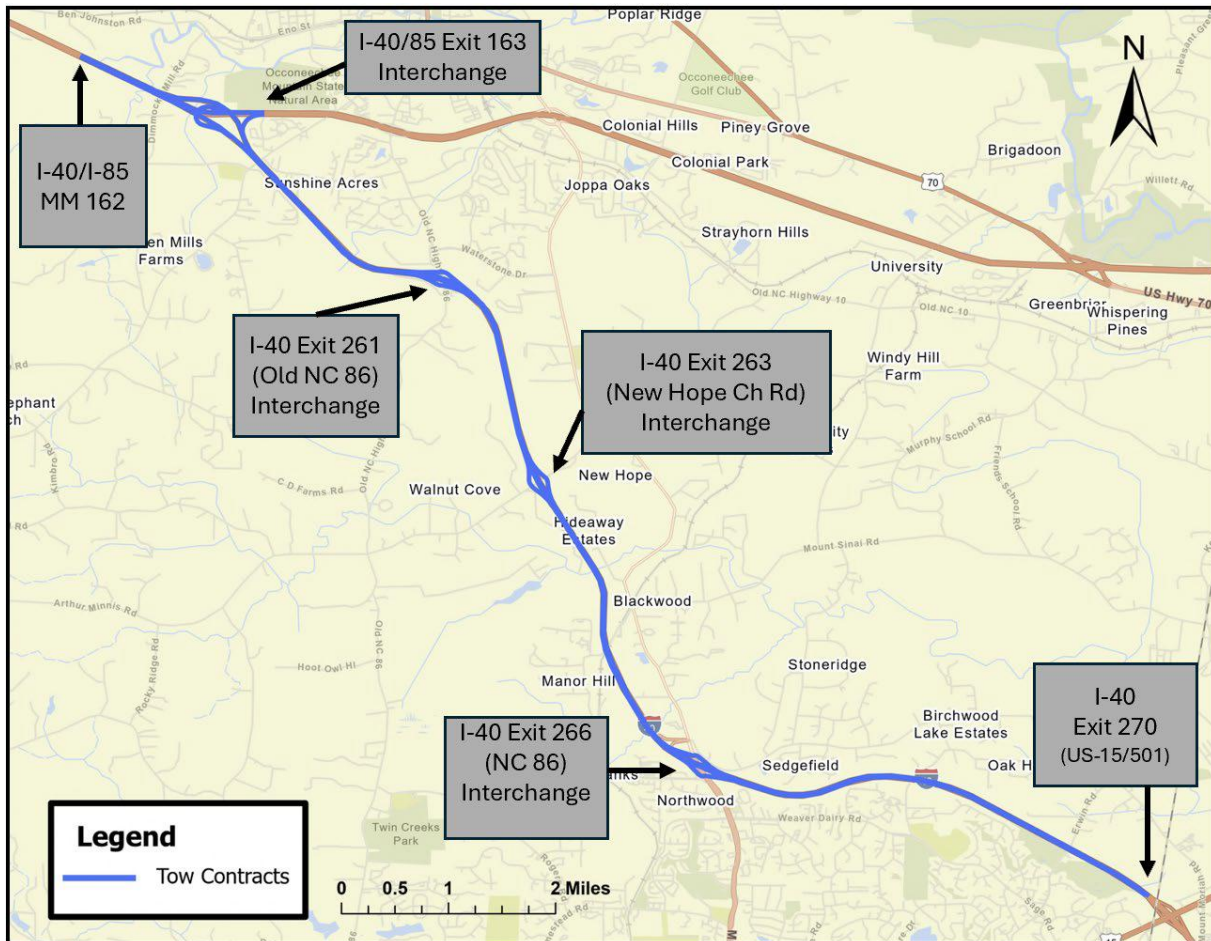
1.3 Project Limits

There is one zone for this project as described here and as shown in Vicinity Map 1.

- I-40EB/I-85NB from MM 162 to I-40/85 Split; I-85SB from I-85 SB Ramp for I-40EB (Exit 163) to MM 162; and I-85/I-40 split (mile marker 163) to the beginning of Exit 270(US 15/501) at the Durham/Orange County Line.

- Interchanges Include:
 - I-85SB Exit 163 (I-40), all ramps and overpasses/underpasses/collector ramps at that interchange
 - I-40 Exit 261 (Old NC 86) and all ramps and overpasses/underpasses/collector ramps at that interchange
 - I-40 Exist 263 (New Hope Church Road) and all ramps and overpasses/underpasses/collector ramps at that interchange
 - I-40 Exit 266 (NC 86) and all ramps and overpasses/underpasses/collector ramps at that interchange

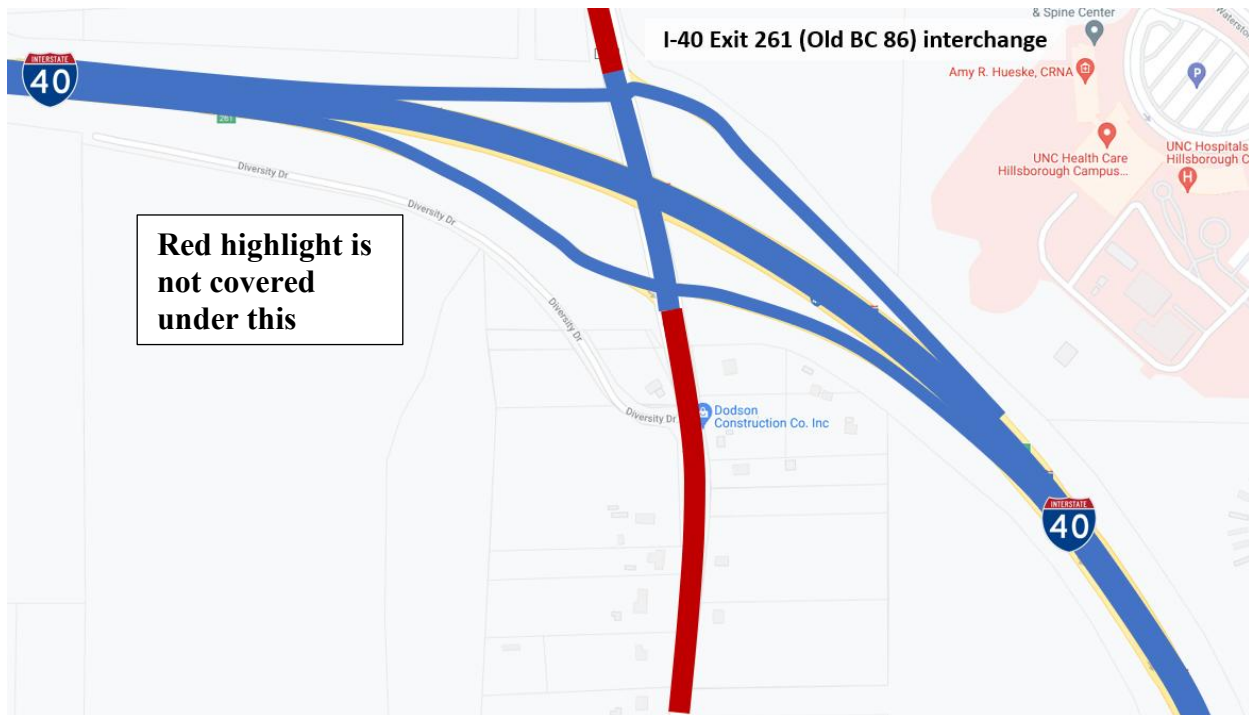
VICINITY MAP 1: I-40 TOW ZONE MAP



Vicinity Map 2: I-40/I-85 Interchange (Exit 163)



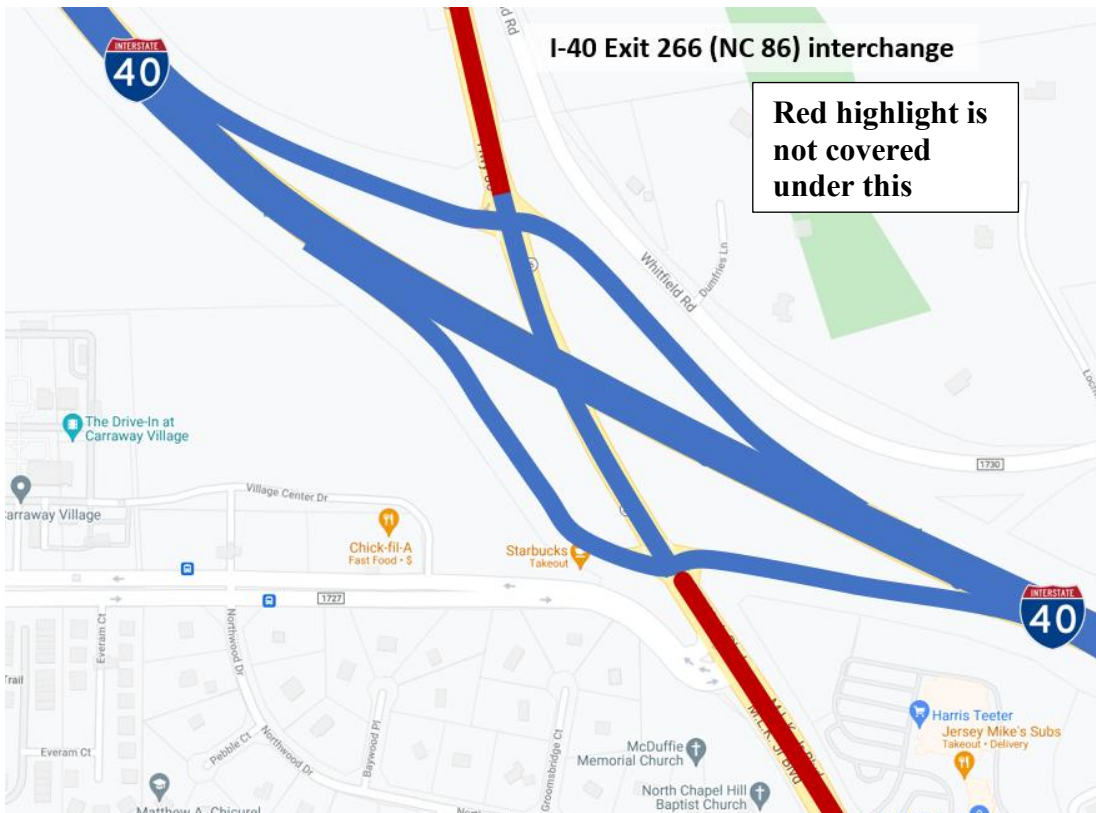
Vicinity Map 3: I-40 Interchange at Exit 261 (Old NC 86)



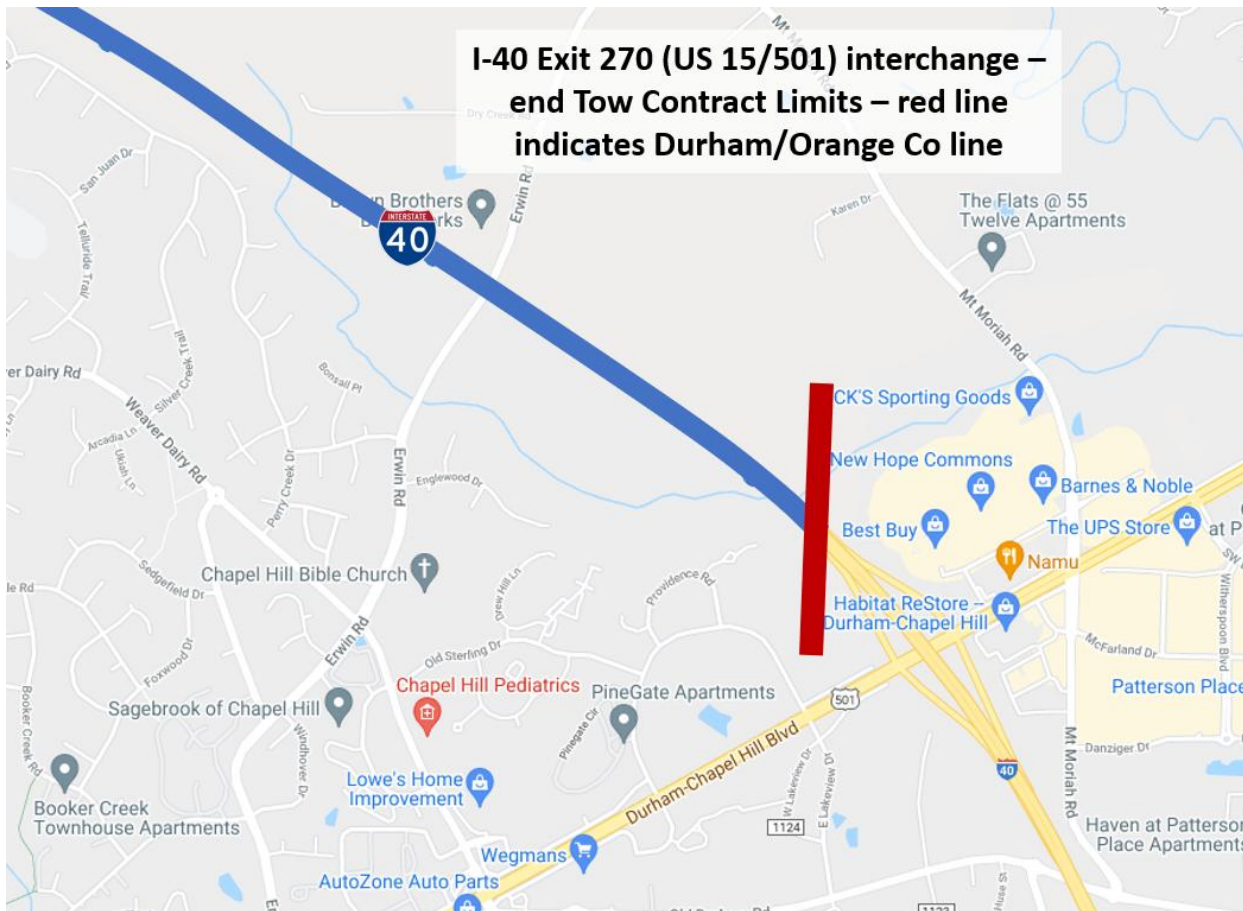
Vicinity Map 4: I-40 interchange at Exit 263 (New Hope Church Rd)



Vicinity Map 5: I-40 Interchange at Exist 266 (NC 86)



Vicinity Map 6: I-40 Interchange at Exit 270 (US 15/501)



2 Types of Incidents

North Carolina General Statute §20-161, which states that stopping on a highway is prohibited and authorizes removal of vehicles from public highway, does not differentiate between Light, Medium or Heavy Commercial Vehicles and/or Passenger Vehicles and therefore is applicable to all vehicle types.

Incidents will be categorized into one of three categories (minor, intermediate, and major) and two types (crash and hazard) as described in Table 1. NCDOT, at its sole discretion, will evaluate if the effort required to respond to an incident is within the minor, intermediate, or major incident category regardless of the characteristics of the incident.

Table 1 Incident Descriptions

| Category | Type | Description |
|--------------|--------|--|
| Minor | Crash | <p>Vehicle crashes (regardless of damage or seriousness of injuries) in which staging, investigation, and recovery is done in a location and fashion that does not disrupt the flow of traffic.</p> <ul style="list-style-type: none"> Crashes with minimal disruption to the flow of traffic usually involving only property damage. Vehicles can be moved out of the travel lanes under their own power or with minimal assistance. Crashes that authorize the owner to remove vehicles from the roadway under Fender Bender Laws. On-scene responders are typically law enforcement, towing companies, and occasionally Incident Management Assistance Patrol (IMAP). Law Enforcement, IMAP, and other responders have ability to stage and complete investigations out of the travel lanes. |
| | Hazard | <p>Vehicles that are not involved in a crash, are not in a travel lane, but are within the right of ways and are:</p> <ul style="list-style-type: none"> experiencing mechanical issues and cannot be moved under their own power (disabled vehicles). out of travel lane but in a location that causes a hazard or hinders first emergency response to an incident. abandoned out of travel lanes for over 24 hours and properly vetted by law enforcement and/or IMAP. are parked in designated No Parking Zones due to work zone construction. <p>Debris or lost cargo that is out of the travel lanes but within the right of ways.</p> |
| Intermediate | Crash | <p>Crashes that typically affect travel lanes until the crashed vehicles are cleared from the roadway. Full roadway closures might be needed for short periods during traffic incident clearance to allow first responders to accomplish their tasks.</p> <ul style="list-style-type: none"> Involves at least a single lane blockage due to a crashed vehicle. For incentives to apply the crashed vehicles must be removed from the affected lane(s) by a towing vehicle (not IMAP). Rear-end chain reaction crashes involving more than two vehicles are categorized as intermediate events unless they involve significant clean-up or serious injuries. Under certain conditions a vehicle may not be in the travel lane but cause a lane closure due to the staging of emergency vehicles. If these circumstances exist and towers are involved in relocating the crashed vehicles, so that emergency vehicles can clear all travel lanes, towers maybe eligible for intermediate incentives. Each incident will be evaluated based on available documentation (including photos or videos provided by the contract towers). Does not apply if towers create the lane closure due to the positioning of equipment. Intermediate incidents are not limited to passenger vehicles. Commercial Motor Vehicles may be involved in an intermediate incident if they do not require uprighting, excessive clean-up or other unusual circumstances. <p>Intermediate incentives will only apply on an interchange if the crash closes the interchange or creates a situation that affects travel on the main travel lanes of the intersecting highways. Crashed vehicles on interchanges will not qualify as an intermediate lane closure if other vehicles are able to travel around them.</p> |
| | Hazard | <p>Disabled Vehicles in a travel lane that have not been involved in a crash but cannot move under their own power.</p> <p>Hazardous debris, lost cargo, mechanical equipment, or conveyances in a travel lane will be considered a hazard.</p> |

| Category | Type | Description |
|--|--------|---|
| Major | Crash | <p>Traffic crashes involving multiple lane closures in one or more directions. Major incidents usually activate predetermined response plans and detour routes. Major light-duty crashes typically involve multiple passenger vehicles, serious personal injuries, or fatalities. These crashes involve closing all or part of the roadway for a significant time.</p> <ul style="list-style-type: none"> • Typically involve overturned commercial motor vehicles. • Crashes involving multiple passenger vehicles could be a major incident if response, investigation, clean-up, and recovery efforts cause multiple lanes closures in one or more directions that under normal circumstances would significantly impact traffic for an extended period. • Traffic fatalities involving more than one vehicle and HAZMAT situations usually are major incidents. However, each incident will be reviewed and categorized based on its individual circumstances and impact on traffic. • Interchange crashes that involve an overturned commercial motor vehicle with a ramp closure. |
| | Hazard | <p>Debris, cargo, mechanical equipment, or conveyances that causes multiple lane closures in one or more directions. Conditions, circumstances, and equipment needed to clear the travel lanes will be considered when categorizing an incident as either a light or heavy-duty incentive.</p> |
| <p>Each incident will be evaluated based on all available documentation (including, but not limited to, photos or videos provided by the contract towers, NCDOT Operations notes, etc.).</p> <p>NOTE: All terms, categories, types, and descriptions used to determine incident classification and incentive thresholds during the administration of this contract are not meant to be synonymous with similar terms used by other first responding agencies, Traffic Incident Management Terminology, or other NCDOT publications or contracts.</p> | | |

3 Performance Measure Requirements and Compensation

Performance measures apply to roadway clearance within the Contractor’s pre-assigned area. In addition to the sub-sections below, the performance measure requirements and compensation mechanisms are summarized in the following table. The incident type for each event will be determined by NCDOT.

3.1 Response and Removal Definitions

Response Time is the time between the initial call for service from NCDOT to the contract tower until a contract tow representative arrives on-scene.

Immediate Removal Time is the time between the BIR notification given by law enforcement or NCDOT to the contract towers and the time when all affected travel lanes are cleared.

Removal Time is the time between the Call for Service (CFS) from NCDOT to the contract tower and the time at which the contract tower has removed the vehicle or hazard from the tow zone. Removal Times only apply to minor incidents that are not in a travel lane.

3.2 Response and Removal Requirements

The Contractor must have a supervisor/representative on site within 20 minutes after official notification from the STOC or TMC. The BIR notification can be given before all necessary equipment arrives. The Contractor will be measured on response time throughout the life of the contract.

Contractors are also measured on Immediate Removal Times which are measured from the BIR notification until the time at which all travel lanes are clear. All evidence of the crash or incident must be removed from all travel lanes, including response and towing vehicles and equipment. The Contractor is responsible for having the necessary supporting staff on site to meet the response and removal requirements. The Contractor is also responsible for accurately documenting and logging all applicable times that all travel lanes are re- opened.

The Contractor is not eligible for an incentive when the travel lanes are cleared by the NCDOT. The Contractor is only eligible for an incentive when they, or their subcontractor(s), clear the incident from the travel lanes.

Failure by the Contract Towers to meet the maximum Response and Removal Times will result in a Contract Tow Performance Infraction. In addition to Infractions, failure to meet Removal and Immediate Removal Times will also result in a penalty of \$250 for each 15-minute segment (1 hour = \$1000).

For each incident that the Contract Tower fails to meet the agreed performance standards, they will receive a Contract Tow Performance Infraction (Infraction), as indicated in Table 2 and Table 4.

Table 2 Light Duty Performance Measure Requirements and Compensation

| LIGHT DUTY | | Response Time (minutes) | | Immediate (minutes) | Removal Times | | Disincentive | |
|--------------------------------|-------------|--|------------|---------------------|------------------|--------------------------------|----------------------|---|
| Incident Classification | | 20 or less | >20 | Incentive Threshold | Incentive Amount | Maximum Immediate Removal Time | Maximum Removal Time | <i>Applies when Response Times, Removal Times, and Immediate Removal Times are not met.</i> |
| Category | Type | | | | | | | |
| Minor | Hazard | Req | Infraction | NA | NA | NA | 60 (CFS) | Infraction |
| | Crash | Req | | NA | NA | NA | 30 (BIR) | Infraction |
| Inter. | Hazard | Req | | NA | NA | 30 (CFS) | NA | Infraction |
| | Crash | Req | | <15 min. | \$500 | 30 (BIR) | NA | \$250 per 15m and Infraction |
| Major | Hazard | Req | | NA | NA | 60 (CFS) | NA | Infraction |
| | Crash | Req | | <30 min | \$1000 | 60 (BIR) | NA | \$250 per 15m and Infraction |
| Notes | | CFS – (Call for Service) Hazards will not need a BIR notification so Immediate Removal Time begins at initial CFS) Hazard Type – Vehicles that are not involved in crash but are disabled, in a hazardous location, improperly parked or abandoned. Hazard Type also includes debris or lost cargo. Hazard Type Incidents are ineligible for incentives. BIR – Begin Immediate Removal notification Req - Required | | | | | | |

Table 3 Maximum Removal and Immediate Removal Times for Incidents

| <u>Light Duty Incident Type</u> | <u>Removal Time</u> |
|---------------------------------|---|
| Minor – Crash | within 30 minutes of receiving the BIR notification |

| | |
|-----------------------|---|
| Minor – Hazard | within 60 minutes of receiving the Call for Service |
| Intermediate – Crash | within 30 minutes of receiving the BIR notification |
| Intermediate – Hazard | within 60 minutes of receiving the Call for Service |
| Major - Crash | within 60 minutes of receiving the BIR notification |
| Major – Hazard | within 60 minutes of receiving the Call for Service |

Table 4 Heavy Duty Performance Measures, Requirements, and Compensation

| HEAVY DUTY | | Response Time (minutes) | | Immediate Removal Times (minutes) | | | | Disincentive |
|-------------------------|----------|--|------------|-----------------------------------|------------------|--------------------------------|----------------------|---|
| Incident Classification | Category | 20 or less | >20 | Incentive Threshold | Incentive Amount | Maximum Immediate Removal Time | Maximum Removal Time | <i>Applies when Response Times, Removal Times, and Immediate Removal Times are not met.</i> |
| | | Type | | | | | | |
| Minor | Hazard | Req | Infraction | NA | NA | NA | 60 (CFS) | Infraction |
| | Crash | Req | | NA | NA | NA | 60 (BIR)* | Infraction |
| Inter. | Hazard | Req | | NA | NA | 45 (CFS) | NA | Infraction |
| | Crash | Req | | <30 min. | \$2500 | 60 (BIR) | NA | \$250 per 15m and Infraction |
| Major | Hazard | Req | | NA | NA | 60 (CFS) | NA | Infraction |
| | Crash | Req | | <75 min. | \$5000 | 120 (BIR) | NA | \$250 per 15m and Infraction |
| Notes | | CFS – (Call for Service) Hazards will not need a BIR so Immediate Removal Time begins at initial CFS) BIR – Begin Immediate Removal notification Hazard Type – Vehicles that are not involved in crash but are disabled, in a hazardous location, improperly parked or abandoned. Hazard Type also includes debris or lost cargo. Hazard Type Incidents are ineligible for incentives. *Maximum Removal Time maybe waived if staging, investigation, and recovery is done in a location and fashion that does not disrupt the flow of traffic. | | | | | | |

Table 5 Maximum Removal and Intermediate Removal Times for Heavy Duty Incidents

| Heavy Duty Incident Type | Removal Time |
|--------------------------|--|
| Minor – Crash | within 60 minutes of receiving the BIR notification |
| Minor – Hazard | within 60 minutes of receiving the Call for Service |
| Intermediate – Crash | within 60 minutes of receiving the BIR notification |
| Intermediate – Hazard | within 45 minutes of receiving the Call for Service |
| Major - Crash | within 120 minutes of receiving the BIR notification |
| Major – Hazard | within 60 minutes of receiving the Call for Service |

3.3 Performance Disincentives

Each Infraction will last for 30 days beginning the day of the offense. Offenses will be reviewed on a case-by-case basis to account for any extenuating circumstances. Generally, the following apply:

Table 6 Contract Tow Performance Infraction Matrix

| Infraction | Time Period | Penalty | Loss |
|-------------------------------|--|-----------------------------------|--|
| 1st Offense | Occurs outside of any Incentive/Disincentive Free Period | 30-day Activate Level 1 Probation | None |
| 2nd Offense | During a Level 1 Probation | 30-day Active Level 2 Probation | 10% reduction in Monthly Service Fees for the month the Level 2 Offense occurred |
| 3rd Offense | During a Level 2 Probation | 30-day Active Level 3 Probation | 20% reduction in Monthly Service Fees for the month the 3 rd Offense occurred |
| 4th Offense | During a Level 3 Probation | 30-day Active Level 4 Probation | 30% reduction in Monthly Service Fees for the month the 4 th Offense occurred and possible contract termination |

- 30-day Probation Periods – Day of Infraction is Day 1 – Probation Period ends at midnight of Day 30.
- Probation Levels are reduced as prior Probation Periods end (i.e. Level 3 Probation is reduced to Level 2 when the initial Level 1 Probation Period ends).
- Time Period Infractions do not apply during Incentive/Disincentive Free Periods
- 30-Day Probation Period’s Total Day Count will include days during the Incentive/Disincentive Free Period (i.e. A snowy Saturday and Sunday is deemed an Incentive/Disincentive Free Period subsequently a Level 1 Probation Period’s Day 29 and 30 was on the same snowy weekend. Days 29 and 30 will count toward the Level 1 Probation Period’s 30-day term.)
- Contract termination applies to the entire tow footprint, not just the zone in which the offense(s) occurred

3.4 Compensation

Compensation information can be found in

Table 2 and Table 4 with further details in the following sub-sections.

3.4.1 Monthly Service Fee

The Contractor agrees to be paid a monthly service fee to perform Safety Tows, including disabled vehicles in the roadway, as defined in *Definitions, Acronyms, and Abbreviations*. The monthly service fee also covers other tows and recoveries where a billable service may not occur, or a billable customer may not be present. This fee is fixed regardless of the number of Safety Tows that are performed in the month.

Each bidder must submit a completed ***Proposed Monthly Service Fee, Sheet T-1*** with their proposed monthly service fee(s).

3.4.2 Contract Period

This contract shall be effective for one (1) contract period (up to 12 months). At the option of the Department and upon agreement by the Contractor, this contract may be extended for up to two (2) additional one (1) year periods. There will be no change in the Monthly Service Fee as part of the renewal process. The unit price will remain the same as originally bid as part of this proposal.

3.4.3 Performance Incentive

Notwithstanding guidance in the sections ***Billing Vehicle Owners*** and ***Monthly Service Fee***, companies will receive an incentive if the Contract Tower is able to meet performance targets for Intermediate and Major Incidents as set forth below. Under no circumstances will a company receive incentives corresponding to an incident not called to by the NCDOT.

3.4.4 Light Duty Incentives

NCDOT agrees to pay an **Intermediate Response and Mobilization Incentive of \$500 per incident** in the following situation:

1. The Contractor's supervisor/representative is on scene within 20 minutes of a request for service by the NCDOT; **AND**
2. The Contractor clears a Crash Type Incident from the travel lane(s) within 15 minutes of receiving the BIR notification; **AND**
3. The Contractor has the approval of NCDOT verifying conditions 1 and 2 above were met.

NCDOT agrees to pay a **Major Response and Mobilization Incentive of \$1,000 per incident** in the following situation:

1. The Contractor's supervisor/representative is on scene within 20 minutes of a request for service by the NCDOT; **AND**
2. The Contractor clears a Crash Type Incident from the travel lanes within 30 minutes of receiving the BIR notification; **AND**
3. The Contractor has the approval of the NCDOT verifying conditions 1 and 2 above were met.

3.4.5 Heavy Duty Incentives

NCDOT agrees to pay an **Intermediate Response and Mobilization Incentive of \$2500 per incident** in the following situation:

1. The Contractor's supervisor/representative is on scene within 20 minutes of a request for service by the NCDOT; **AND**
2. The Contractor clears a Crash Type Incident from the travel lane(s) within 30 minutes of receiving the BIR notification; **AND**
3. The Contractor has the approval of the NCDOT verifying conditions 1 and 2 above were met.

NCDOT agrees to pay a **Major Response and Mobilization Incentive of \$5,000 per incident** in the following situations:

1. The Contractor's supervisor/representative is on scene within 20 minutes of a request for service by the NCDOT; **AND**
2. The Contractor clears a Crash Type Incident from the travel lanes within 75 minutes of receiving the BIR notification; **AND**
3. The Contractor has the approval of the NCDOT verifying conditions 1 and 2 above were met.

Note: NCDOT documented "Begin Immediate Removal notification" and "all lanes open" times recorded at the NCDOT TMC will be used to verify the request for Major Response and Mobilization Incentive payment. It is imperative that these "milestone" times are communicated from the scene by the tower to the TMC.

3.5 Incentive/Disincentive Free Periods

During the first three weeks of towing operations and special events (e.g. weather events, Emergency Operations Center activations, etc.), as determined by the Tow Contract Administrator, incentives, and disincentives may not be applied. During these periods, the tower is expected to have the same level of availability and staffing to perform within the spirit of the contract.

3.6 Inspection

All work shall be subject to inspection by NCDOT at any time. NCDOT or designated representatives will routinely make inspections of the completed work. It will be the responsibility of the Contractor to submit documentation, including copies of logbooks, of the work accomplished at a frequency determined by NCDOT.

3.7 Basis of Acceptance

It is intended that the work will be completed in a neat manner. These specifications and special provisions are end-result oriented. Although the main purpose of this Contract is to accomplish tow and recovery operations on state roadways as approved by the NCDOT, the Contractor will encounter objects larger than what a vacuum or mechanical sweeper can remove. Objects such as, but not limited to, tires, tire parts, hub caps, large stones, boxes, tree limbs, wood, cable, etc. may be encountered by the Contractor. The Contractor shall remove these objects by hand and dispose of them at approved sites in the event that vacuum or mechanical means are unsuccessful.

3.8 Basis of Payment

Being called by the NCDOT to tow a vehicle does not create a contract with or obligation on the part of the NCDOT or NCDOT personnel to pay any fee or towing charge except when towing a vehicle:

- a) owned by the NCDOT;
- b) that is later forfeited to the NCDOT; or
- c) that a court determines that the NCDOT wrongfully authorized the tow and orders the NCDOT to pay transportation and storage fees.

Incentives, measured as provided above, will be paid for at the contract unit price. A violation of intentionally overcharging or a pattern of overcharging shall be cause for suspension. The suspension shall remain in effect until the suspension period is completed and proof of reimbursement to the aggrieved customer has been provided to the NCDOT.

Incentives and incident categories are not based on the class of tow truck utilized when responding to the call. NCDOT will categorize Light and Heavy-Duty Vehicles as shown in Figure 2. NCDOT acknowledges that a "Medium" Duty Category exists. However, for the purposes of this Contract, the initial classification between Light and Heavy will be divided between Class 4 and Class 5 Vehicles as shown in Figure 8. The circumstances of each CFS will be reviewed and final classification will be determined after considering all circumstances.

Figure 2: Light and Heavy-Duty Vehicle Classifications

LIGHT

Class One: 6,000 lbs. or less



Full Size Pickup Mini Pickup Minivan SUV Utility Van

Class Two: 6,001 to 10,000 lbs.



Crew Size Pickup Full Size Pickup Mini Bus Minivan Step Van Utility Van

Class Three: 10,001 to 14,000 lbs.



City Delivery Mini Bus Walk In

Class Four: 14,001 to 16,000 lbs.



City Delivery Conventional Van Landscape Utility Large Walk In

Class Five: 16,001 to 19,500 lbs.



Bucket City Delivery Large Walk In

Class Six: 19,501 to 26,000 lbs.



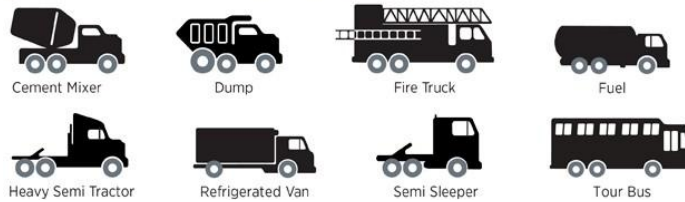
Beverage Rack School Bus Single Axle Van Stake Body

Class Seven: 26,001 to 33,000 lbs.



City Transit Bus Furniture High Profile Semi Home Fuel
Medium Semi Tractor Refuse Tow

Class Eight: 33,001 lbs. & over



Cement Mixer Dump Fire Truck Fuel
Heavy Semi Tractor Refrigerated Van Semi Sleeper Tour Bus

HEAVY

4 Additional Requirements for Selected Contractor

The following subsections detail the requirements for the selected Contractor.

4.1 Safety Tows

Safety Tows occur when the Contract Towers removes a disabled or wrecked vehicle from the roadway or shoulder of the contract tow zone and relocate it to a safe location (e.g. gas station, restaurant, etc.). In some situations, a safe location could be outside the designated tow zone. Safety Tows should be used to initially clear the travel lanes when a vehicle's owner or legal possessor is requesting a specific wrecker company (e.g. owner's request) and that wrecker company has not arrived on the scene. The contract tower will be utilized to quickly remove the vehicle from the roadway to a safe location after receiving the BIR notification by law enforcement or the NCDOT.

Safety Tows should be used to quickly clear the roadway, roadway shoulders, and potentially hazardous right of way areas of wrecked and disabled vehicles in order to keep the roadway network system open for emergency vehicle response, roadway maintenance, roadway construction, and traffic flow.

Safety Tows are only available for occupied vehicles that need to be relocated out of the roadway or away from a potentially dangerous location within the contract tow zones.

Safety Tows are part of the Monthly Service Charge for this contract regardless of the number of Safety Tows provided during a month. Safety Tows are not billed to the vehicle's owner or legal possessor.

A tow call may begin as a Safety Tow but evolve into a standard tow that has a billable customer. When this occurs the Contract Tower will document the details of the call and provide this information to the NCDOT during scheduled monthly meetings.

4.1.1 Safety Tows of Wrecked Vehicles

A wrecked vehicle removed from the roadway by the Contract Tower, as a Safety Tow, should only be left at a safe location by the contract tower if the vehicle's owner or legal processor, law enforcement, or IMAP remain at the incident scene. Under certain circumstances the vehicle's owner or legal possessors maybe transported for medical treatment prior to the owner's requested wrecker arriving at the scene.

4.1.2 Safety Tows of Disabled Vehicles

A Safety Tow can be used to remove a disabled vehicle from the roadway or other potentially hazardous location when requested by law enforcement or NCDOT. The responding Contract Tower should consult with the requesting law enforcement agency or NCDOT representative requesting the Safety Tow for help determining a safe location for the relocation of the vehicle. Safe locations can vary greatly depending upon such factors as the condition of the vehicle, weather, time of day, age, and gender of vehicle's occupants, etc. The disabled vehicle's owner or legal possessor should also agree on the safety of the chosen location. When the vehicle's owner or legal possessor is requesting a tow beyond available safe locations or requesting repair services, they will become a billable customer. The Contract Tower should explain this to the disabled vehicle's motorist prior to towing the vehicle beyond a reasonable safe location and/or making repairs to their vehicle (e.g. tire replacement). All Safety Tows for disabled vehicles should be conducted only after consent by the driver or owner, a Call for Service from the NCDOT, or a BIR notification by law enforcement or IMAP. Tow requests made directly to the contract tower by a disabled motorist are

considered a Safety Tow. If the request for assistance goes beyond an immediate removal to a safe location, then the disabled motorists will become a billable customer.

Disabled vehicles removed by a Safety Tow should not be moved to a safe location and left unattended by contract towers. The vehicle's owner, legal processor, owner's requested tower, law enforcement, or IMAP responder should be with the vehicle before the Contractor departs the scene.

4.1.3 Towing Unoccupied Vehicles

Abandoned or improperly parked vehicles towed according to law enforcement or NCDOT's request should be towed and stored by the Contract Tower. Tow services for abandoned or improperly parked vehicles will be billed to the vehicle's registered owner and are not considered Safety Tows.

Towing unoccupied vehicles that are parked or disabled may be necessary and requested in this contract but does not meet the definition of a Safety Tow. These towing services will be billed to the vehicle's owner or legal possessor.

4.2 Billing Vehicle Owners

The Contractor agrees to seek compensation for actual vehicle recovery and towing services performed from the owner of the vehicle or their insurance company per any existing agreements or contracts.

Towing, storage, and related fees are to be consistent with industry practice. Contractors shall bill consistent with prior billable service for similar work and such prior billable services shall be subject to review by NCDOT representative. Contractor cost to meet the capabilities and requirements of this contract shall be figured into the Monthly Service Charge Bid for this contract. Any excessive costs to meet the contract's requirements shall not be passed on to customer's towing and recovery billing.

All contract towers agree to provide the NCDOT with all documentation, forms and materials provided to the NCSHP during their most recent Application for Rotation Wrecker Inclusion and Inspection Process.

Establishing standard tow rates will ensure consistency between multiple contract tow companies when invoicing billable customers. Standard tow rates will apply to all subcontractors and will be reviewed each year. Standard towing, storage, and related rates for billable customers are to be consistent with the allowed fees under the Durham PD towing contract, at the time of this contract which are:

- Non-collision tows (Hazard Type Incident): maximum charge of \$125
- Basic collision tows (Crash Type Incident) this includes use of dollies and basic winching: maximum charge of \$225
- Collision tows requiring recovery services (recovery services are for over-turned vehicles, fatality crashes, use of snatch blocks, or the removal of a vehicle from an embankment or beyond the roadway and its should/right-of-way): maximum charge \$325.00
- Release of vehicle or retrieval of personal property outside of the tow truck operator's regular business hours: maximum charge of \$50
- Storage \$35 a day maximum
- Towing storage and related fees are to be consistent with industry practice. Contractors shall bill consistent with prior billable service for similar work and such prior billable services shall be subject to review by NCDOT representative. Contractor cost to meet the capabilities and requirements of this contract shall be figured into the Monthly Service Charge Bid for this

contract. Any excessive costs to meet the contract's requirements shall not be passed on to customer's towing and recovery billing

- \$75 charge for each heavy-duty vehicular unit (1 tractor = 1 vehicular unit likewise 1 trailer = 1 vehicular unit) a day.

An individual (registered owner, legal possessor, or Contractor) shall not be charged a storage fee for days that he or she could not retrieve his or her vehicle as a result of an action or omission on the part of the Contractor, such as where the wrecker service was not open, did not answer the telephone, or a representative was not available to release the vehicle. Storage fees shall not begin to accrue until the next calendar day following the initial towing of the vehicle.

Wrecker service towing fees for recovery and transport of vehicles after 5:00 p.m. and on weekends shall not exceed the towing fees by more than 10 percent for recovery and transport of vehicles charged during regular business hours.

A mileage fee shall not apply to any Safety Tows. Mileage fees can only be charged if the customer requests the vehicle to be towed to a location other than the Tow Contract Provider's storage lot and outside of the Contract Tow Zone. If a mileage fee is warranted, the driver shall inform the owner, Contractor, or legal possessor of the vehicle of any additional charge for mileage prior to towing.

The individual price list for each respective wrecker service shall be made available to customers upon request. Copies of the approved price list shall be maintained within each wrecker and shall be given to the owner, Contractor, or legal possessor of a vehicle being towed as a result of a NCDOT call by the wrecker driver, if the owner, Contractor, or legal possessor of the vehicle being towed is present at the scene. Prices indicated on this form shall be the maximum amount that will be charged for a particular service; however, this does not prevent charges of a lesser amount for said service.

The Contractor agrees that no claim for compensation will be made to NCDOT, NCSHP, or any Public Safety agency or their employees or agents for any recovery or towing services, unless the Contractor is permitted to do so by NCDOT.

4.3 Response Requirements

A Contractor/tow truck driver shall not respond to a call assigned to another Contractor or reassign a call to another tow Contractor, unless requested to do so by the NCDOT. It would be permissible for the assigned Contractor/tow truck driver to respond to an incident to ascertain if additional assistance or equipment is required.

4.4 Responding Personnel and Equipment

Only the Contractor, Contractor employees, or subcontractors shall respond to a call (e.g., tow truck driver bringing significant others, family members, friends, pets, is not allowed). An exception to this rule would be granted if the Contractor is transporting required personnel to a major incident or responding with a tow truck driver trainee with an approved driver. This restriction does not apply to the occupants of a vehicle that is subsequently towed from an incident scene.

4.5 Contractor Supervision

NCDOT reserves all rights and responsibilities to make decisions affecting the orderly and efficient management and administration of the I-40 Towing and Recovery Program (TRP).

While work is being performed, the Contractor one competent individual who has been authorized to act in a supervisory capacity over all work, shall be available on the project. The individual who has been so authorized shall be experienced in the type of work performed and shall be fully capable of managing, directing, and coordinating the work, reading, and thoroughly understanding the contract, and receiving and carrying out directions from NCDOT or its authorized representatives in English. This individual shall attend all Post Award Review Meetings and After-Action Reviews (absences must be approved by the Tow Contract Administrator).

4.6 Operation of Equipment

The Contractor shall operate the equipment in a safe manner so as to not create a hazard to the traveling public. Insofar as possible, the work is to be a continuous operation with no lane closures. The equipment shall not be parked within the State Highway System right of way overnight or at other times when work has been suspended, unless approved by NCDOT.

4.7 Recovery Operations

Recovery operations and their associated times and traffic control plans require NCDOT agreement. Recovery operations must minimize the time that lanes are closed or narrowed. Lane closures and road closures for recovery operations will be reviewed on a case-by-case basis.

The contractor must provide proposed times and traffic control plans to the NCDOT for approval before recovery operations may begin. The plans should minimize impacts to traffic and may need to occur during off-peak hours, including at night. Recovery operations may not begin without NCDOT approval.

4.8 Hours of Work

The Contractor must provide a telephone number that is answered 24 hours a day, seven days a week, 365 days a year. Equipment and employees to operate wreckers must also be available for response 24 hours a day, seven days a week, 365 days a year. Towing and recovery may be required at any time or day including nights, weekends, and public holidays.

Towing and recovery may be required during special events on a given night or period of time. Operations may be required to be performed during adverse weather such as light rain, fog, high winds, snow and ice storms, and other inclement weather conditions.

4.9 Capability Requirements and Preferred Equipment

The Contractor shall furnish equipment of sufficient type, capacity, and quantity to perform the towing work safely and efficiently as specified in NC General Statute (GS) §20-161. The Contractor shall display the company name on each piece of equipment. The safety of the public and the convenience of traffic shall be regarded as prime importance.

Each wrecker service vehicle shall be registered with the Division of Motor Vehicles in the name of the wrecker service and insured by the wrecker service. Dealer tags shall not be displayed on wreckers that respond to rotation calls.

The Contractor must demonstrate to the satisfaction of the NCDOT that the towing equipment to be used in the work is in good working condition and suitable for performing the work required. This includes records of NCDOT annual inspections. The Contractor may be subject to an initial inspection and unannounced inspections after award by the NCDOT.

The NCDOT may grant on a case-by-case basis the authority to participate in the program with exemptions to equipment requirements in order to ensure that the I-40 Light/Heavy TRP program remains efficient and effective. It is imperative that performance measures will still be met if equipment exemptions are granted.

Support vehicles, including safety trucks, debris transfer vehicles, pick-up trucks and any other vehicles used in towing operations, shall be equipped with revolving or strobe lights.

Signs, lights, safety, and other traffic control devices are not a pay item but are considered incidental to other contract items and the Contractor is expected to provide these items.

The Contractor's towing and recovery team identified in the contract must have the knowledge and capability to perform the following expedited roadway clearance and incident scene safety procedures:

- Responding to up to five multiple-vehicle crashes at the same time
- Single lane up-righting of a vehicle
- Relocation of overturned vehicles from travel lanes through multiple techniques
- Setting up a safe work zone for recovery operations utilizing, at a minimum, advanced warning signs and an arrow board and traffic cones as outlined in the Manual on Uniform Traffic Control Devices (MUTCD)
- Containing and mitigating accidental discharges of motor vehicle fluids (non-cargo), including application of traction enhancement material
- Clearing non-hazardous spilled cargo and debris at crash scenes (utilizing equipment with a bucket and a broom)
- Recovering a vehicle in an area with steep slopes
- Uprighting a vehicle, or shock sensitive or fragile cargo, safely and securely within tight areas (e.g. not accessible by heavy equipment) or challenging topographical conditions

To meet the above capabilities, in addition to the equipment required under NCSHP Rotation Wrecker Service Regulations, it is preferred that the Contractor have access to the following Light Duty equipment at a minimum:

- Rollback/Flatbed Wrecker(s)
- Small Vehicle Wrecker(s)
- Support Unit with Equipment
- Vehicle Dolly
- Wheel loader, Backhoe or Skid Steer
- Digital Camera with the ability to time and date stamp images
- Hydraulic Rotary Broom Sweeper attachment for skid steer, wheel loader, or backhoe

Each light duty wrecker must be equipped with, at a minimum:

- Legally required lighting
- Tires
- Broom
- Shovel
- Wrecking Bar or Auto Power Machine
- Recovery Lights or Spotlights on Rear of Wrecker
- Fire Extinguisher
- Reflectorized Safety Vest (for driver)
- Brake
- Axe
- Bolt Cutter
- Flares – Six (6)
- Snatch Blocks – two (2)
- Oil Dry (5 lb. bag)
- Amber Flashing Light
- Current State Inspection
- Current Tow Zone Map

To meet the above capabilities, in addition to the equipment required under NCSHP Rotation Wrecker Service Regulations, it is preferred that the Contractor have access to the following Heavy-Duty equipment at a minimum:

- Hydraulic Rotator (40-ton minimum)
- Two Hydraulic Wrecker Units combined, that equal up to 60 tons
- Tilt bed, hydraulic, lowboy semi-trailer (Landoll or equivalent) with a minimum 35-ton capacity, minimum 40 feet bed, and a winch with 75 ft. of 5/8" cable (or better) with Tractor.
- Rollback/Flatbed Wrecker
- Small Vehicle Wrecker
- Support Unit with Equipment
- Trailer Dolly
- Wheel loader, Backhoe or Skid Steer
- Digital Camera with the ability to time and date stamp images
- Airbag recovery system
- Extended reach knee boom (i.e. Underlift) on Heavy Hydraulic or Rotator
- Hydraulic Rotary Broom Sweeper attachment

Each Heavy-Duty wrecker must be equipped with, at a minimum:

- Legally required lighting
- Tires
- Broom
- Shovel
- Wrecking bar or auto power machine
- Recovery lights or spotlights on rear of wrecker
- Fire extinguisher

- Reflectorized safety vest for driver
- Brake
- Axe
- Bolt cutter
- Flares (6)
- Snatch blocks (2)
- Oil dry (5 lb. bag)
- Amber flashing light
- Current state inspection
- Air line connector and hose (large vehicle wrecker only)
- Light hook-up and line (large vehicle wrecker only)
- Current Tow Zone Map

All recovery trucks and equipment that will be used to qualify for the I-40 Light/Heavy TRP must be listed in *Attachment A: I-40 Light Tow and Recovery Program Service Agreement*. The Contractor must own or have access (i.e. lease or sub-contract) to all equipment listed. Consideration will be given for equipment listed beyond the preferred minimums.

All wreckers shall be prepared with the necessary equipment to perform emergency towing and recovery according to industry standards. All towing wreckers shall have dollies, brooms, shovels, and fire extinguishers. The Contractor shall comply with all laws, rules, and regulations of any governmental agency having jurisdiction over the Contractor's business including, but not limited to, licensing and minimum safety requirements.

A violation of the equipment requirements, related to safety, shall be cause for immediate suspension. The suspension shall remain in effect until the suspension period is completed and the NCDOT has inspected the equipment and concluded the Contractor is in compliance.

A violation of the gross vehicle weight rating (GVWR) and/or safe loading requirements of a tow truck may be cause for disciplinary action, including immediate suspension. This includes exceeding the tow truck's GVWR, front axle weight rating, rear axle weight rating, maximum tire weight ratings, or not maintaining 50 percent of the tow truck's unladen front axle weight on the front axle when towing.

4.10 Documentation of the Scene

The Contractor is expected to record times for roadway clearance utilizing a digital camera that can time and date stamp each image at the beginning, middle, and end of the incident. The Contractor is expected to maintain the images on file and provide them upon request to law enforcement and the NCDOT.

All records relating to towing of vehicles pursuant to this Agreement shall be maintained by the Contractor at the Contractor's business address for a period of two years after the completion of the I-40 Widening Project. All records, including computer source data for those records, will be subject to inspection and duplication. All records shall be kept in a temperature- and humidity-controlled environment, free of insects, rodents, rodent excrement, and water damage. Records are to be provided to NCDOT upon request.

The I-40 Light/Heavy TRP Contractor shall be responsible for the following:

- Complying with BIR notification process (established processes will be covered in training and kick-off meeting).
- Maintaining any forms used in scene documentation in their records of the incident. In the case of an AAR of the incident, these forms will be used to confirm that all parties involved concurred with current laws and regulations.
- Forwarding an electronic copy of any forms to the NCDOT Contract Administrator within 10 business days of the incident.
- Taking scene photos with time/date stamped:
 - upon arrival
 - at BIR notification
 - during scene clearing, AND
 - after lanes are clear of all debris and/or vehicles.

In the case of an AAR of the incident, these photos may be requested from the Contractor. These photos shall not be published via (internet, media, etc.). The Contractor shall submit documentation, including photos, of performance on all incidents within ten business days of the incident.

Tow Contractors shall not videotape or photograph a scene unless it is for official use by the tow company for business related reasons. The on-scene investigating officer or incident commander shall make the determination when a tow Contractor may record a scene for tow related business reasons. In the event a tow Contractor is determined to be in violation of this provision, they will immediately surrender any such recording device to an officer of the SHP.

4.11 Hazardous, Contaminated, and/or Toxic Material

Hazardous materials consist of those materials and amounts that are required by law to be handled by local Hazardous Materials Teams. Removal of debris, other than hazardous materials, must be completed as part of the service and shall not be charged as an extra service provided.

4.12 Removal and Disposal of Debris

Removal and disposal of all materials shall be the responsibility of the Contractor. Disposal of the materials shall be done in either a public or private sanitary landfill approved by the State of North Carolina Solid Waste Management Division. Stockpiling of debris on the right-of-way shall not be permitted.

This contract shall be immediately terminated if the Contractor is found guilty of illegal dumping. Work will be suspended if contractor is charged with illegal dumping.

4.13 Safety Clothing

Tow truck drivers shall wear appropriate warning garments during daylight and hours of darkness in compliance with the guidelines contained in the Federal Code of Regulations, Title 23, Highways, Chapter 1, Federal Highway Administration, Department of Transportation, Part 632, Worker Visibility, which requires high-visibility personal protective safety clothing to be worn that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004.

Any apparel worn by the Tow personnel shall also be MUTCD Section 6E.02 compliant, which requires high-visibility personal protective safety clothing to be worn.

Tow truck drivers shall wear an identifiable uniform displaying the company and the driver's name while engaged in I-40 Light/Heavy TRP tow operations.

4.14 Traffic Control and Work Zone Safety

Any traffic control must be provided by an NCDOT prequalified contractor. Any traffic control as part of recovery operations must be set up using the current edition of the MUTCD and NCDOT compliant traffic controls.

The Contractor shall comply with all applicable Federal, State, and Local laws, ordinances, and regulations governing safety, health, and sanitation, and shall provide all safeguards, safety devices, and protective equipment. It is the responsibility of the Contractor to take any other needed actions, reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

Failure to comply with any of the requirements for safety and traffic control of this contract shall result in suspension of work as provided in sub-article 108-7(2) of the *2024 Standard Specifications*.

No direct payment shall be made for traffic control and work zone safety items, as they shall be considered incidental to other contract items.

4.15 Storage Facility

Upon request of the vehicle owner, the Contractor shall return personal property stored in or with a vehicle, whether or not the towing, repair, or storage fee on the vehicle has been or will be paid. Personal property, includes any goods, wares, freight, or any other property having any value whatsoever other than the functioning vehicle itself.

Unless notified by law enforcement that the vehicle is being preserved as evidence, the Contractor shall allow insurance adjusters access to the vehicle for inspection at any time during the Contractor's normal working hours.

Wrecker service facilities and equipment, including vehicles, office, telephone lines, office equipment and storage facilities shall not be shared with or otherwise located on the property of another wrecker service (unless that wrecker service has been identified as a subcontractor) and shall be independently insured. Vehicles towed at the request of the NCDOT shall be placed in storage owned and operated by the Contractor. The Contractor shall allow vehicles to be retrieved between the hours of 8:00 a.m. and 5:00 p.m., Monday-Friday, excluding state holidays.

The storage facility for towed vehicles must be located either within Orange County, or within 10 roadway travel miles of the tow zone, and must be properly zoned for vehicle storage. This requirement may be met through the use of sub-contractors. Bidders using sub-contractors to meet this requirement, must note this in the "Contract Equipment and Service Provider Information" section of the required forms located in *Attachment A: I-40 Light and Heavy Tow and Recovery Program Service Agreement*. Towed vehicles must be stored for thirty-one (31) days before being moved to storage outside of Orange County unless authorized by the towed vehicle's owner.

In the event that a law enforcement officer seizes a vehicle pursuant to the DWI Seizure provisions of Chapter 20 of the North Carolina General Statutes, the vehicle shall be towed to the Service Provider's Storage Lot and shall be released only to the State of North Carolina's authorized towing service designated by the Department of Public Instruction. If release to the Vehicle Owner is authorized by court order, impounded vehicles towed under this section will be subject to statutory towing and storage fees and the owner shall pay these fees and charges.

4.16 Quality

Completed work shall be clean and free of all accumulated debris immediately after towing as determined by the NCDOT.

Any deficiency in the contractor's performance shall be corrected by the Contractor no later than 72 hours following receipt of such notice. At the discretion of the NCDOT, immediate clean up and/or removal of debris may be required.

The NCDOT shall maintain a daily log of completed work and will verify completion of the Contractor's work with the Contractor upon completion of a cycle.

4.17 Towing Management Software

The Contractor shall use towing management software (e.g. Towbook). The Contractor shall provide NCDOT administrator access rights at no cost to the NCDOT. Access must be provided through an internet interface.

4.18 Communication Equipment

Communication is essential to the successful administration and expectations of this contract. Initial procedures will utilize the current telephone communications between the TMCs and the primary Contractor. If a supplemental communication system capable of call recording is utilized by the Contractor or is needed (e.g. VOIP), the Contractor shall provide and maintain adequate equipment for the TMCs to utilize the communications system. The Contractor shall provide the NCDOT administrator access rights to the system at no cost to the NCDOT.

4.19 Liens

If service other than towing, recovery, and load salvage, is canceled by the vehicle's registered owner or agent, no lien shall arise for the service unless the Contractor has presented a written statement to the vehicle's registered owner or agent for the signed authorization of services to be performed pursuant to relevant laws and regulations.

The Contractor shall not attempt to take possession of a vehicle in order to establish a lien for any non-towing services performed or initiated and subsequently canceled.

4.20 Sale Under Lien

No motor vehicle shall be sold by any person, firm or corporation claiming a mechanic's or storage lien except as approved by state law.

5 Personnel

5.1 Project Manager and Customer Service

The Contractor shall designate and make available to the NCDOT a project manager. The project manager shall be the NCDOT's point of contact for contract related issues and issues concerning performance, progress review, scheduling, and service.

5.2 Contractor Experience

The Contractor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the State of North Carolina. The Contractor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.

The Owner/Operations Manager must have a minimum of five years of experience with the clearance of large scale incidents. Employees working for the Owner/Operations Manager are not required to have a minimum number of years' experience.

The Contractor and its subcontractors shall hold the appropriate license issued by the North Carolina Department of Transportation for the vehicles servicing this agreement and shall provide a listing of said vehicles in ***ATTACHMENT A: I-40 LIGHT TOW AND RECOVERY PROGRAM SERVICE AGREEMENT.***

5.3 Key Personnel

The Contractor shall not substitute key personnel assigned to the performance of this Contract without prior written consent by the NCDOT Contract Administrator. Contractor shall notify the NCDOT Contract Administrator of any desired substitution, including the name(s) and references of Contractor's recommended substitute personnel. The NCDOT will approve or disapprove the requested substitution in a timely manner. The NCDOT may, in its sole discretion, terminate the services of any person providing services under this Contract. Upon such termination, the NCDOT may request suitable substitute personnel or terminate the contract services provided by such personnel. If the Operations Manager ceases to be employed by the company, the Agreement shall be immediately suspended until a new Operations Manager is approved by the NCDOT.

The Contractor shall maintain a current list of drivers and provide upon request the full name, current address, date of birth, and photocopy of valid driver's license, work visa, or other Immigration and Naturalization Services (INS) documentation for all wrecker drivers and owner(s).

The NCDOT Contract Administrator shall be notified immediately by a Contractor upon a manager's or tow truck driver's separation from the tow program.

The Contractor shall not allow any person to continue to be employed as a wrecker driver servicing this agreement who has been the Contractor of a wrecker service for which an agreement with the NCDOT, NCSHP, Orange County Sheriff's Office, City of Durham Police Department, or any other Municipal tow rotations has been terminated for cause within the five-year period preceding the effective date of this agreement.

5.4 Performance of Drivers

Completion and/or documentation of a tow truck driver's training alone does not prove a sufficient level of competence. Tow truck drivers shall perform all towing and recovery operations in the safest and most expedient manner possible.

5.5 Contractor's Representation

The Contractor warrants that qualified personnel shall provide services under this Contract in a professional manner. "Professional manner" means that the personnel performing the services will possess the skill and competence consistent with the prevailing business standards in the industry.

The Contractor agrees that it will not enter any agreement with a third party that may abridge any rights of the NCDOT under this Contract. The Contractor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the NCDOT. Names of any third-party Contractors or subcontractors of Contractor may appear for purposes of convenience in Contract documents; and shall not limit Contractor's obligations hereunder. The Contractor shall retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

If any services, deliverables, functions, or responsibilities not specifically described in this Contract are required for Contractor's proper performance or are an inherent part of or necessary sub-task included within such service, they shall be deemed implicit and shall be included within the scope of the contract to the same extent and in the same manner as if specifically described in the contract.

Unless otherwise expressly provided herein, the Contractor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Contractor to provide and deliver the Services and Deliverables.

The Contractor warrants that it has the financial capacity to perform and to continue perform its obligations under the contract; that Contractor has no constructive or knowledge of an actual or potential legal proceeding being brought against Contractor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any Contract, or order by any court of competent jurisdiction.

Allowing an incompetent tow truck driver to respond to an NCDOT call shall be cause for disciplinary action of the Contractor.

A Contractor responding with a tow truck driver to a SHP, Orange County Sheriff's Office, City of Durham, other local law enforcement, or NCDOT call who has not been approved by the NCDOT, shall be cause for disciplinary action of the Contractor.

5.6 Training Requirements

The Contractor shall ensure tow truck drivers responding to calls initiated by the NCDOT (i.e. STOC or TMCs) are competent and have completed approved tow truck driver training programs.

The awarded contractor and all personnel, including subcontractors, will be required to attend annual NCDOT pre-approved industry-specific training for a minimum of 4 hours after the award of the contract.

Additional training may be required throughout the length contract at the discretion of NCDOT. If training needs are identified, the NCDOT Tow Contract Administrator will provide notice to the tow providers and assist with training coordination.

5.7 Meetings and Reports

The following sections describe the required meetings upon award of the Contract.

5.7.1 Kick-Off and Initiation Meetings

The Contractor will be required to participate in a Kick-off and Initiation Meeting(s) held by the NCDOT. This may include a communications meeting with NCSHP and/or local law enforcement.

5.7.2 Post-Award Project Review Meetings

The Contractor, at the request of the NCDOT, shall meet periodically (e.g., monthly) with the NCDOT for Project Review meetings. The purpose of these meetings will be to review project progress reports, discuss.

Contractor and NCDOT performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

At least one representative will be required to attend all Project Review meetings held by the NCDOT for their assigned zone.

5.7.3 Monthly Construction Meetings

At least one Contractor representative must attend monthly construction review meetings for coordination of tow access in construction zones, safe locations for safety tows, and other construction related information. These meetings maybe held jointly with partnering first responder agencies (Open Roads Meeting).

5.7.4 Incident After Action Reviews (AAR) and Reports

Incident After Action Reviews (AAR) and Reports of major and significant incidents provide an opportunity to review the effectiveness of actions and procedures as applied during actual incidents. The ongoing process of incident evaluation allows responders to assess current program performance and identify future training and policy needs. It is also an opportunity to review the overall quality of the services provided to the customers at the incident. This review is extremely valuable in improving procedures and future incident operations. The result of an AAR is not to lay blame but to develop best practices based on a roundtable discussion with first responder partners. At least one Contractor representative must attend all AAR meetings for incidents for which the Contractor responded.

5.8 Social Media Policy

Tow Contractors and their representation shall abide by the NCDOT Social Media Policy.

Tow Contractor employees must agree to abide by the guidelines in the NCDOT Social Media Policy. Tow Contractors are viewed and considered representatives of the NCDOT and should refrain from conduct that would tend to adversely affect public opinion, respect, and confidence in the NCDOT.

The social media policy can be viewed at: [NCDOT Social Media Policy.pdf](#).

5.9 Acceptance of Work

In the event that performance criteria for any work or deliverables is not described in Contract documents or work orders hereunder, the NCDOT shall have the obligation to notify the Contractor in writing that it is not acceptable within 10 calendar days of the completion of such work or deliverable described in the Contract. The notice shall specify in practical detail the reason(s) it is unacceptable.

Payment by the NCDOT shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review and evaluation as applicable of the work or deliverable. Final acceptance and payment is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any requirements, acceptance criteria or otherwise fail to conform to the contract, the NCDOT may exercise any and all rights hereunder, including, for deliverables, such rights provided by the Uniform Commercial Code as adopted in North Carolina.

5.10 Liability

The Contractor shall be liable for any losses resulting from a breach of the terms of this contract. The Contractor shall be liable for any losses due to the negligence or willful misconduct of its agents, assigns and employees including any sub-contractors which causes damage to others for which the Department is found liable under the Torts Claims Act, or in the General Courts of Justice, provided the Department provides prompt notice to the Contractor and that the Contractor has an opportunity to defend against such claims. The Contractor shall not be responsible for punitive damages.

The Contractor shall at its sole cost and expense obtain and furnish to the Department an original standard ACORD form certificate of insurance evidencing commercial general liability with a limit for bodily injury and property damage in the amount of \$5,000,000.00 per occurrence and \$5,000,000.00 general aggregate, covering the Contractor from claims or damages for bodily injury, personal injury, or for property damages which may arise from operating under the contract by the employees and agents of the Contractor. The required limit of insurance may be obtained by a single general liability policy or the combination of a general liability and excess liability or umbrella policy. The State of North Carolina shall be named as an additional insured on this commercial general liability policy. The policy may contain the following language as relates to the State as an additional insured: "This insurance with respect to the additional insured applies only to the extent that the additional insured is held liable for your or your agent's acts or omissions arising out of and in the course of operations performed for the additional insured."

The commercial general liability insurance policy or any combination of policies must include the following insurance types and coverage limits:

- **Automobile Liability** – Bodily injury covering all owned, non-owned and hired automobiles for limits of not less than \$250,000 per person and \$500,000 per accident. Property damage liability for \$100,000 per accident.
- **On-Hook / Cargo Policy** – In the amount not less than \$250,000 for each Light Duty Wrecker and \$500,000 for each Heavy-Duty Wrecker
- **Garage Keeper's Policy** – Loss to an auto left in the care, custody or control while the contractor/subcontractor is attending, servicing, parking or storing vehicles for limits not less than \$1,000,000.

The Contractor shall maintain all legally required insurance coverage, including without limitation worker's compensation, in the amounts required by law. Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies.

Upon execution of the contract, provide evidence of the above insurance requirements to the Engineer.

5.11 Dispute Resolution

The parties agree that it is in their mutual interest to resolve disputes informally. A claim by the Contractor shall be submitted in writing to the NCDOT's Contract Administrator for resolution. A claim by the NCDOT shall be submitted in writing to the Contractor's Project Manager for resolution. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. If a dispute cannot be resolved between the Parties within 30 days after delivery of notice, either Party may elect to exercise any other remedies available under this Contract, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

5.12 Certification and Product Safety Labels

All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished.

A list of acceptable marks is available on the Division of Purchase and Contract website at: <https://ncdoa.s3.amazonaws.com/s3fs-public/pandc/Inspection/SafetyLabelsChart-30Apr15.pdf>. The CE label is not acceptable. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution. Having the appropriate certification or safety label affixed to any device delivered pursuant to this solicitation, under the conditions described above, is a material condition of any contract awarded as a result of this solicitation. **All costs for product and industry certifications and listings required to supply conforming products to the NCDOT as described in this contract are the sole responsibility of the Contractor.** The certification or safety label shall be affixed and be visible on the OUTSIDE of all products that require a certification or safety label in order to pass the State Quality Acceptance Inspection.

5.13 Compliance with Law

The Contractor and employees shall, at all times, comply with federal, state, and local laws and ordinances.

5.13.1 North Carolina Administrative Code

The contractor shall ensure that each wrecker driver involved with this contract meets all eligibility requirements as listed in North Carolina Highway Patrol's Rotation Wrecker Service Regulations specified in the North Carolina Administrative Code (NCAC) 14B NCAC 07A .0116(a)(21). Furthermore, the contractor shall ensure that each wrecker driver involved with this contract meets all eligibility requirements required by any local law enforcement agency that has law enforcement jurisdiction and regularly investigates traffic crashes in the designated tow zones. The contractor or employee that doesn't meet these eligibility requirements shall not be utilized as a driver or support staff on this contract.

5.13.2 Suspension and Termination

Any conviction of the Contractor or employee involving a stolen or embezzled vehicle, fraud related to the towing business, stolen or embezzled property, a crime of violence, a sexual offense, a drug-related offense, felony driving while under the influence of alcohol or drugs, misdemeanor driving while under the influence of alcohol or drugs; or acts of moral turpitude shall be cause for suspension or removal of an Contractor/employee, or denial of an Contractor/employee's application, or termination of the agreement.

A Contractor or employee arrested/charged for a violation involving any of the above crimes will be suspended until the case is adjudicated.

5.13.3 Background Checks and Documentation

Any personnel, agent, or subcontractor of the Contractor performing services under any contract arising from this contract may be required to undergo a background check at the expense of the Contractor, if requested by the NCDOT.

The Contractor shall provide a current certified copy of the driving record for each driver authorized to drive prior to the contract start date or upon the hiring of a driver if hired after initial start date. Also, the Contractor shall provide driving records for all involved drivers for each yearly contract renewal. The Contractor shall inform the Tow Contract Administrator or designee, within 24 hours, if the owner or a driver is charged with, convicted of, enters a plea of guilty or no contest to, or receives a prayer for judgment continued (PJC) for any of the crimes listed above after this contract is awarded. *Failure to make notification may result in removal from the I-40 Light/Heavy TRP.*

5.13.4 Accepting Gratuities or Favors

NCDOT personnel and Contractors and their employees and subcontractors, shall not be offered nor accept gratuities. No Contractor or their employees and subcontractors shall accept any gratuities from a repair shop for the delivery of a vehicle, not owned by the repair shop or tow company, for the purpose of storage or repair.

The Contractor shall not, in the performance of this Contract, favor any automobile or truck body shop, or paint shop businesses. The Contractor hereby represents that it has no connection, association, affiliation or financial interest in any automobile or truck body shop or paint shop business. If the Contractor acquires any financial interest in such a business after the Contract has been awarded, the Contractor shall notify the NCDOT immediately in writing. A violation of this provision during the term of the Contract shall be grounds for immediate termination of this Contract.

5.13.5 Damage and Loss

A Contractor shall satisfy a court order mandating reimbursement to the vehicle or property owner for the damage or loss which occurred while the vehicle was in the Contractor's custody. The NCDOT is not liable for damage or loss which occurs while the vehicle is in the Contractor's custody.

5.14 Compliance with Agreement

The Contractor agrees, as a condition of inclusion in the I-40 Light/Heavy TRP, to comply with the terms and conditions of the agreement. Furthermore, the Contractor or Contractor's agent agrees that failure to comply with these terms and conditions shall be cause for disciplinary action (i.e., written reprimand, suspension, termination, or denial of an application), suspension of the Contract or immediate termination of the Contract as outlined in the previous sections.