



## **CCM ROAD SERVICE POLICY - M CCP**

Revised May 1, 2016

### **General**

With the exception of MAJOR ROAD SERVICE REPAIRS ONLY (as defined below) Motor Carriers using CCM Pool equipment in need of road service will make arrangements for repairs. Individual repairs made must be of equal quality to restore the equipment to original manufacturer's specifications. The costs for these repairs are to be paid by the Motor Carrier (MC) at the time of service. Incomplete repairs, or repairs of inferior quality that are not to the original equipment manufacturer specifications, will not be reimbursed to the Motor Carrier. Cost of repairs required by the Pool to complete any improper repairs will be re-billed to the Motor Carrier within 30 days of the receipt of the chassis or the invoice from the MC.

### **Liability of Expenses**

Before accepting delivery of a Mid-South Consolidated Chassis Pool (MCCP) chassis, drivers shall conduct a pre-trip inspection in accordance with the rules and regulations of the FMCSA and the pre-trip inspection guidelines set out in Exhibit A of the UIIA. See link to UIIA agreement below.

<http://www.uiia.org/assets/documents/newuiia-Home.pdf>

The pool will assume responsibility for road service expenses incurred by the Motor Carrier (MC) resulting from defective equipment failure due to normal wear and tear. In the case of tire failure, this will include peeled retreads holding air, casing and/or tread separations.

MC's will assume responsibility for expenses resulting from operational damage and/or neglect. In case of tire failure, this will include failure due to impact break, cuts, curbing, dragging, run flat, slid flat, etc., or tires that have been run on to the point where the original cause of failure can no longer be determined. For example, if a driver continues to ride on a tire after it has lost air and gone flat, this will often result in the failure of the adjacent tire due to overload, as it cannot carry the load for both tires. In such cases, one tire (the first to fail) will usually appear to have been run flat, or destroyed, while the other (second tire to fail) will appear as a casing failure, separation, peeled cap, or may even become destroyed as well. In these instances, the MCCP will not cover the cost of replacement of the second tire failure, which will be for motor carrier's account. Additionally, the MCCP will only pay for the first tire failure if that failure can still be identified to MCCP's satisfaction as being for MCCP's account.

Replacement parts must be new and tires must be either New OEM or New recap tires. Used replacement tires or parts will not be accepted and will not be reimbursed.

### **Major Mechanical Repairs**

In the case of major repairs, which are defined as repairs to wheel ends or other major mechanical defects not caused by an accident, the Pool requires that the MC contact MCCP M&R group prior to repair. Contact should be made via email to [mccpmnr@ccmpool.com](mailto:mccpmnr@ccmpool.com). MCCP M&R will evaluate, recommend a course of action, and approve the repair to the chassis after receiving damage pictures, detailed estimates, and other information from the MC and their chosen repair vendor. The motor carrier and repair vendor will receive repair approval from MCCP in the form of an email in the string of communications about the event.

### **Return of Parts/Tires Replaced over the Road**

The MC will be responsible for returning failed parts/tires for any road service repair for which they will pursue reimbursement of expenses. Whenever possible, failed parts/tires should be returned to the same location, at the same time, the repaired chassis is returned. Receipts for returned parts/ tires are only available from the repair vendor at the location the parts/tires are being returned to. If not returning the chassis with the failed parts/tires to the same location, MC should return failed parts/tires to a pool destination where the MC will receive a receipt for tires/parts as soon as possible (see Addendum to CCM ROAD SERVICE POLICY – MCCP for list of pool locations that will accept tires/parts). MC's who exhibit a pattern of returning the repaired chassis & failed parts/tires to different locations, without a valid business reason, satisfactory to MCCP, may have their claims for reimbursement denied.

NOTE: If pre-arranged with the pool manager and/or CCM Corporate M&R, and the MC receives written permission from the Pool Manager or CCM Corporate M&R, the MC may be allowed to provide pictures of the damaged parts/tires. In this case the parts/tires do not have to be returned to a Pool facility and no receipt is required. However the pictures must be included with the rebill information required below.

### **Procedures for Reimbursement**

If it is the opinion of the MC that the road service repairs performed were due to equipment failure and are the pool's responsibility, the MC may pursue reimbursement by submitting an invoice to the pool. Such an invoice must be accompanied by copies of the road service vendor's invoice and the receipt showing the return of the failed parts or tires & any verifiable photographs or other relevant evidence.

If upon inspection of the failed parts or tires the pool determines the failure to be owner responsibility, the pool will approve the invoice for payment. If upon inspection of the failed parts or tires it is determined the failure is the MC responsibility, or if the failed parts or tires were not returned the pool will reject the invoice for payment. In either case, should the repairs made and the parts or tires replaced do not restore the equipment to its original condition (same size and type and meeting IICL criteria) the MC will be invoiced for the cost of the pool to do so.

Parts or tires will be held by the pool for 7 days from the date of return in the event of a dispute over responsibility.

### **Invoice Submission Requirements**

The following documents are required for any Motor Carrier seeking reimbursement by the Pool for the recovery of costs associated to an Over the Road service call event.

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1. An original, uniquely numbered invoice per chassis that has the following details:

- a. Chassis Number (One chassis number per invoice)
- b. Container Number
- c. Invoice date
- d. Date of breakdown
- e. Repair Service Vendor name, address and phone number
- f. Location of breakdown (address or road location)
- g. Cost of services performed (must match road service amount).
- h. Any information required below that was not included in the OTR vendors original work order and/or invoice.

2. Over-the-road Service vendor's original work order & invoice showing:

- a. Date and time of repair
- b. Chassis #
- c. Container #, if applicable
- d. Service Vendor's printed name (clearly legible), address, telephone #
- e. Trucking company name that made the emergency service call - must match invoice.
- f. Truck driver's name and signature.
- g. If the MC has pre-arranged with the PM to accept pictures in lieu of parts, pictures must be included showing detail of damage to parts/tires.
- h. Copy of letter from the PM or Corporate M&R allowing MC use of pictures in lieu of returning parts/tires.
- i. Copy of Bill of Landing or cargo manifest of container load not required, but the Pool reserves the right to request and receive proof of cargo weight.
- j. Itemized list of all repair items addressed during the road service call and reasons for correction.
- k. If tires are replaced - reason for tire replacement
- l. Replacement tire type - such as 1000 x 20 or 1122.5 tubeless Bias OEM or recap.
- m. Tire position, Tire Brand, DOT Number, and Recap off and on. All information must be on the original vendor receipt, and not added on. DOT Number must include Date Code, for example 1211
- n. Tire reimbursement not to exceed \$350 total.
- o. Trucker chosen OTR vendor work order if applicable.
- p. Original of fully executed receipt for parts and/or tires obtained from the Pool facility or a copy of receipt sent to trucking company after return of parts.

Issuance of parts and/or tire receipt does not authorize reimbursement. Cause of failure must be verified by CCM M&R staff. CCM M&R staff decisions are final.

Invoice must be submitted with complete documentation and received by the Pool within 45 days of the service incident or within 30 days of the OTR vendors invoice date whichever is greater. Invoice and all supporting documents may be sent to Pool at:

Mid-South Consolidated Chassis Pool (MCCP),

2605 Nonconnah Blvd. Suite 130. Memphis TN 38132.

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Tel: 901-346-3316 Fax: 901-346-3393

Email to: [mccpmnr@ccmpool.com](mailto:mccpmnr@ccmpool.com)

**Addendum to CCM Road Service Policy – M CCP, revision dated May 1, 2016**

MCCP Pool locations that will accept parts/tires during business hours:

**Memphis Rail ramps (during Roadability hours).**

BNSF Railroad 4814 Lamar Memphis, TN. c/o Conglobal Industries.

CN/CSX Railroad 3588 Paul R Lowery Rd Memphis, TN. c/o Container Maintenance Corp.

UP Railroad 5500 Kuhn Rd. Marian, AR c/o Mr Maintenance

**Memphis Depots**

Conglobal Industries Inc. 1684 Florida St. Memphis TN.

Container Maintenance Corp. 4530 Clarke Rd. Memphis TN.

Intermodal Cartage Co. 5707 E. Holmes Rd. Memphis TN. c/o Frederick Intermodal

Chickasaw Container Services c/o Lanport 2921 Ketchum Rd. Memphis, TN.

LanPort Inc. 642 E. Brooks Rd. Memphis TN.

TransOne 3301 Kuhn Rd. West Memphis AR.

Universal Intermodal Services Inc. 4014 Outland Rd. Memphis TN

**Nashville Rail ramp.**

CSX Railroad 3086 Sidco Dr. Nashville TN. c/o Central Lift Maintenance Group

**Nashville Depots.**

Intermodal Cartage Co. 131 West Express Dr. Nashville TN. c/o Frederick Intermodal

TCW 22 Stanley St. Nashville TN c/o Container Maintenance Corp.

**Huntsville.**

Huntsville IIC, 2850 Wall Triana Hwy, Huntsville AL. c/o Container Maintenance Corp.

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