



CTA REQUIREMENTS FOR CONTRACTORS WORKING ALONG THE RIGHT-OF-WAY (R.O.W.)

General Comments:

Contractor performing construction work adjacent to the CTA Right-of-Way (R.O.W.) can present hazards to CTA's property. The contractor shall have CTA flagmen present to assist them on the R.O.W. The CTA may also require inspectors and infrastructure trades (Linemen, Signal Maintainers, etc.). The cost of these services is the responsibility of the contractor and the must be prepaid.

Prior to the start of any work in close proximity of the CTA's R.O.W. the contractor shall meet with a CTA representative to determine the requirements for the flagmen and other trades, if required and other necessary items related to the work activities next to the CTA facilities and to receive CTA's approval for the contractor's proposed operations.

All Contractor and Subcontractor employees assigned to work on, over or near the CTA R.O.W. shall be required to attend an all-day Rail Right-of-Way Safety Training Session. The cost of this training is currently \$200 per employee, paid by the Contractor in advance.

The contractor shall notify the CTA representative 30 days prior to the performance of any work. The CTA's representative for all outside construction work will be:

Abdin Carrillo
Project Manager, Construction Oversight
567 West Lake Street, 9th floor
Chicago, IL. 60661-1465
(312) 681-3913
acarrillo@transitchicago.com

The Chicago Transit Authority reserves the right to restrict or prohibit work in or adjacent to the R.O.W. in an emergency and to the extent the Chicago Transit Authority determines that such work has adverse impacts on CTA Transit Operations. NO work may be performed during "Rush Hour" periods.

Workers from adjacent construction projects are prohibited to enter the CTA's R.O.W. Use of cranes or other equipment directly above the CTA's R.O.W. is also prohibited.

Contractors performing work within 50 feet of the CTA R.O.W. and/or property are required to obtain Railroad Protective Insurance coverage.

When installing deep foundations (or jacking under the CTA R.O.W.) the contractor shall continuously monitor the existing CTA's at-grade track and elevated structure footing for movement or other signs of distress. Appropriate remedial measures must be approved by CTA.

Once the excavation for any caissons that progress deeper than 8 feet, or to the water table, whichever is smallest, the work on that caisson shall be carried on continuously, 24 hours a day, including Saturday's, Sunday's, and holiday's until the caisson has been completed.

If at any time, work on any caisson is not continuous, for any reason, and not approved by the CTA, all caissons, which have been installed, shall be filled with sand or slurry at the contractor's expense.

Should any of the proposed work require the contractor to enter upon, or perform work above Chicago Transit Authority property, the contractor must first complete a CTA Right of Entry document. The fee for this document is \$1,000 and is non-refundable.

The Right of Entry document may be obtained by contacting:

Abdin Carrillo
Construction Management Oversight
567 West Lake Street, 9th floor
Chicago, IL. 60661
(312) 681. 3913
acarrillo@transitchicago.com

Please include a property plat or site plan that is the subject of your request, which identifies your client's property and CTA's property.

Respectfully,



Abdin Carrillo
Project Manager, Construction Oversight

copies: S. Mascheri
C. Zinck
J. Harper
T. Moberly

File: Right of Way Requirements-Revised 1008201

CHICAGO TRANSIT AUTHORITY (CTA) INSURANCE REQUIREMENTS

PART I. GENERAL INSTRUCTIONS AND REQUIREMENTS

A. **HOW TO COMPLY WITH CTA INSURANCE REQUIREMENTS IF A RIGHT OF ENTRY PERMIT IS ALSO REQUIRED BY THE CTA OR THE CONTRACTOR IS ENROLLING IN THE CTA BLANKET RAILROAD PROTECTIVE LIABILITY INSURANCE PROGRAM**

Contractors must provide the CTA with the following document:

- ACORD Certificate of insurance pertaining to the three policies described below in *Part II – Required Insurance Coverages*. Certificates of insurance must disclose all deductibles and / or self-insured retentions.

B. HOW TO COMPLY IF RAILROAD PROTECTIVE LIABILITY INSURANCE IS REQUIRED BY THE CTA

If any work is to be performed within fifty (50) feet of rail right-of-way, the Contractor must:

- Provide a copy of the entire Railroad Protective Liability Insurance policy with \$2,000,000 per occurrence / \$6,000,000 aggregate limit purchased for the specific job site via email to the CTA.
 - **The “Chicago Transit Authority” must be the Named Insured on the Railroad Protective Liability policy purchased by the Contractor.**

C. OPTION FOR THE CONTRACTOR TO ENROLL IN THE CTA BLANKET RAILROAD PROTECTIVE LIABILITY INSURANCE PROGRAM

- The Contractor can enroll in the CTA Blanket Railroad Protective Liability (RRP) Insurance Program for a fee. The RRP Program provides **\$2,000,000 per occurrence / \$6,000,000 aggregate limit** to be in compliance with railroad protective liability requirements.
- To enroll in the CTA Blanket RRP Insurance Program, the Contractor must provide the following:
 - Commercial General Liability (CGL) limits of \$2,000,000 per occurrence / \$2,000,000 aggregate on the **Contractor’s certificate of insurance**.
 - A copy of Endorsement CG 2417 (Work within 50’ feet of Railroad). The CGL policy exclusion for coverage of work within fifty (50) feet of rail right-of-way must be deleted by Endorsement CG 2417 to the Contractor’s Commercial General Liability (CGL) policy.

Note: If the project is less than \$76,000 or 10 days, a one-time insurance fee of \$250 is required to enroll in the CTA RRP Insurance Program. If the project does not qualify for this category, an insurance quote will be provided after the Contractor completes an RRP questionnaire.

D. CTA ADDRESS

All insurance documents must be emailed to:

Li-Chien (Linda) Lee
Insurance Coordinator, Risk Management & Insurance Dept
567 W. Lake Street, Chicago, IL 60661
lee@transitchicago.com

E. OBLIGATION TO MAINTAIN CONTINUOUS COMPLIANCE

- The Contractor expressly agrees to maintain compliance with all insurance requirements.
- The Contractor is prohibited from performing any work if Contractor has allowed any of the required insurance policies to expire.

PART II. INSURANCE COVERAGES REQUIRED (IF A RIGHT OF ENTRY PERMIT IS ALSO REQUIRED BY THE CTA OR THE CONTRACTOR IS ENROLLING IN THE CTA BLANKET RAILROAD PROTECTIVE LIABILITY INSURANCE PROGRAM)

A. WORKERS' COMPENSATION

Coverage A:	In form and in accordance with the laws of the State of Illinois
Coverage B:	Employers Liability:
\$1,000,000	Bodily Injury by Accident
\$1,000,000	Bodily Injury by Disease

B. COMMERCIAL GENERAL LIABILITY

\$2,000,000	General Aggregate
\$2,000,000	Products / Completed Operations Aggregate
\$2,000,000	Personal Injury and Advertising Injury
\$2,000,000	Per Occurrence

The Commercial General Liability policy shall include, without limitation: (i) Broad Form Contractual Liability, (ii) Products/Completed Operations to be maintained in full force and effect for a period of two (2) years following final completion of the work under the Contract, (iii) Independent Contractors' Protective Liability, (iv) Premises/Operations, including deletion of explosion, collapse and underground (XCU) exclusions, (v) Broad Form Property Damage, including Products/Completed Operations, (vi) Bodily Injury and Personal Injury Liability, with employee and contractual exclusions deleted, (vii) Severability of Interest and Cross Liability endorsement and (viii) Contractor expressly agrees to waive, and will require its insurer to waive, its rights, benefits and entitlement under the "Other Insurance" clause of its Commercial General Liability policy, with respect to the CTA.

- A copy of the “**Additional Insured**” and “**Waiver of Subrogation**” endorsements must be provided. The CTA must be named on both endorsements unless blanket endorsements.

C. AUTOMOBILE LIABILITY

\$1,000,000 Combined Single Limit (Bodily Injury and Property Damage)

PART III. MISCELLANEOUS INSURANCE REQUIREMENTS

- A. **The CTA must be named as an Additional Insured and Certificate Holder.** When the CTA is an additional insured, the coverage shall be primary.
- B. The Commercial General Liability and General Aggregate Limit of Liability, if any, must apply on a per location, per project basis by endorsement to the policy.
- C. All insurance carriers must be acceptable to the CTA. All insurance companies shall have at least an A- VII POLICY HOLDER RATING, or better, by the A.M. Best Co., Inc. Insurance companies with lower ratings will not be accepted. Carriers licensed to do business in the State of Illinois must issue all insurance, with exception of Railroad Protective Liability.
- D. All insurance policies required by the CTA require the Contractor and its insurers waive all rights of subrogation against the CTA.
- E. The insurance to be carried shall in no way be subject to limitations, if any, expressed in the indemnity section of the General Conditions (or any statutory, judicial or common law limitations).

NOTE: Please refer to the “**CTA Acord Sample Certificate**” and its detailed instructions on the next page for properly completing the Acord Certificate **if a Right of Entry Permit is also required by the CTA or the Contractor is enrolling in the CTA Blanket Railroad Protective Liability Insurance Program.**



Letter of Commitment

A Signed Contractual Agreement or Written Letter of Commitment serves as a formal agreement between the company and the CTA for the work to be performed.

The following Information should be included in your Letter:

1. Company's name, address, phone, and fax number
2. Company's contact person/project manager
3. Scope, Location, and Duration of the Project
4. Authorization to employ our service and bill your company
5. Authorized signature from project manager or officer of company



SAMPLE: Letter of Commitment

Chicago Transit Authority
567 W. Lake
Chicago, IL 60661

Contractor: Company Name
 Address
 City, State, Zip Code
Phone: (XXX) XXX-XXXX
Fax: (XXX) XXX-XXXX

Contact person/Project Manager:

Work Location: Address
 City, State, Zip Code

Scope of Work:

Duration of Project: XXXX

To Whom It May Concern:

(Insert company name) is the Contractor for the building at ***(insert address/project location)***, and intends to ***(insert type of work to be performed)*** at the said location. The property is adjacent to the CTA's ***(i.e. Red, Brown, Purple, Blue, Orange, Yellow, or Pink)*** line. The work will be completed in ***(insert number)*** days.

If any of CTA's services are required, I authorize the employment of and payment for such services.

Sincerely,

XXXXXX
(Company Name to be billed for services)



CTA Deposit Requirements

All Contractors performing work on or near the Chicago Transit Authority's (CTA) property will be required to provide a deposit in advance equal to CTA's estimate. No contractor will be permitted to work prior to submission of the deposit. The estimated amount includes, but is not limited to the following CTA services: Flagging Charges, Slow Zone Charges (signage and initial supplies), Inspector Charges, and other services as required (i.e. electricians, signal maintainers, switch persons, etc.)

Flagging Charges

The Contractor must provide CTA with a minimum of seventy-two (72) week day hours to schedule flagmen for a project. Flagmen are scheduled for a minimum of eight (8) hours. Cancellations of flagmen orders require a twenty-four (24) hour advance notice, otherwise, the Contractor will be charged for the scheduled workers.

Slow Zones and Supplies

If a project requires the use of slow zones, CTA will supply the signage for a fee. The contractor will be charged a fee of \$1,600.00 for each set of slow zone signage and associated equipment issued. The initial set of batteries for the lighting supplies will be provided by the CTA; however the contractor needed will supply any subsequent batteries. Additionally, the contractor will be responsible for setting up, maintaining, removing, and securing the slow zones. The contractor will be refunded the balance remaining from the slow zone charge, less \$200.00 per ninety (90) days of usage and the cost of unreturned equipment.

Inspector Charges

Projects scheduled during weekend hours count as overtime for CTA inspectors. Weekend hours begin Saturday at 5:00 AM and end Monday at 5:00 AM. CTA requires a five (5) day advance notice from Contractors to schedule inspectors for weekend projects. If the Contractor's initial deposit amount is expended prior to the completion of the project, CTA will require an additional deposit to cover the remaining work for the project. CTA will not provide services if additional funds are not provided. After official project completion, all unused funds will be returned to the contractor.

All checks must be payable to the:

Chicago Transit Authority,
Treasury Cashier Facility
567 West Lake Street
Chicago, IL. 60661

To ensure prompt service, please include the estimate sheet, your Commitment Letter, and address it to the attention of Benita Buford. If you have any questions, please contact me at (312) 681.3921)

Sincerely

A handwritten signature in blue ink that reads "Abdin Carrillo".

Abdin Carrillo
Manager, Construction Management Oversight



Rail Safety Training

All Contractor/Subcontractor/Consultant personnel assigned to work on, under, above, or adjacent to the CTA Right-Of-Way and inside Rail Maintenance Facilities adjacent to six-hundred (600) VDC, are required to successfully complete a one-day (8-hour) Rail Safety Training Course administered by CTA in order to qualify for a Rail Right-Of-Way Safety Card. The course identifies the dangers that exist on the Rail System, including moving trains and the 600-volt DC Traction Power Distribution System.

The General Contractor is responsible for requesting Rail Safety Training for Contractor/Subcontractor employees by providing a letter to the CTA. The letter shall list the full names and the last 4 digits of each individual social security numbers proposed for the training. The Contractor shall include a check payable to the "Chicago Transit Authority", for the individual charges of the "Rail Safety Training Fee" multiplied by the number of individuals proposed for training. The "Rail Safety Training Fee" is non-refundable. Individuals that fail to report for training or are rejected for training must reschedule (additional training fees will apply).

Scheduling Procedures

1. Contact : Gabrielle Romano, GRomano@transitchicago.com , (312) 681-3951 to register for class at least two (2) weeks in advance.
2. Once approved, you will receive a faxed or email confirmation and information packet.