



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 at least 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

ADJConstruction@transitchicago.com

Cc: 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 (Monday through Friday, from 0500 to 0900 and from 1500 to 1900 hours).

Workers from adjacent construction projects are prohibited to enter the CTA's R.O.W, unless CTA permission has been granted and workers have completed the Rail Right-of-Way Safety Training Session (no workers are allowed on the CTA R.O.W. without the presence of CTA Flaggers). 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 provide payment of \$1,000; this payment is the fee for the CTA to process a Right of Entry document; this fee is non-refundable.

In order for CTA to process the Right of Entry document, the contractor must furnish scope of work, insurance, Letter of Commitment, and deposit for Flagger/Inspector charges (all of these requirements are covered in this R.O.W. requirements document).

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.

Five (5) weeks prior to the start of any work that may impact CTA Rail Operations (work in close proximity to CTA tracks that may cause service disruptions, etc.), the Contractor is required to attend a weekly Rail Operations meeting at the CTA Headquarters (date/time to be furnished); the Contractor is to bring a 5-week look-ahead schedule detailing dates/times of work, # of CTA Flaggers required, direction of track affected by work, whether track needs to be closed and/or whether power needs to be shut off (all of the aforementioned are contingent upon the prior approval of CTA).

Further, any work that affects the safety or causes disruptions of service or inconvenience to transit users, CTA Operations or impacts CTA Right-of-Way requires a "Construction Process Plan" Twenty-One (21) days PRIOR to work. A Construction Process Plan contains scope of work, timing of work (days and hours), impacts to CTA operations (and/or how you will mitigate impacts), contingency plans, weather limitations, contact info, Drawings/Sketches of work and relation to CTA tracks, Job Hazard Analysis, Hospital route map, equipment specs, lift plan, etc.

Respectfully,



Abdin Carrillo
Project Manager, Construction Oversight

copies: S. Mascheri
J. Harper

**CHICAGO TRANSIT AUTHORITY
INSURANCE AND BOND REQUIREMENTS**
[Short Form – General Right of Entry]

ROE DESCRIPTION: **SAMPLE**

PART I. REQUIRED INSURANCE COVERAGES

A. WORKERS COMPENSATION

Coverage A: **STATUTORY** 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, Policy Limit

B. COMPREHENSIVE OR COMMERCIAL GENERAL LIABILITY:

\$2,000,000 General Aggregate (Per Location)
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury and Advertising Injury
\$1,000,000 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) Personal Injury Liability, (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.

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

1. Provide Railroad Protective Liability Insurance policy in the amount of **\$2,000,000 per occurrence / \$6,000,000 aggregate**

C. AUTOMOBILE LIABILITY

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

PART II. GENERAL INSTRUCTIONS AND REQUIREMENTS

A. WAYS TO COMPLY WITH CTA INSURANCE REQUIREMENTS.

1. HOW TO COMPLY IF CGL, OWNERS PROTECTIVE LIABILITY, BUILDER'S RISK INSURANCE AND/OR PROFESSIONAL LIABILITY ARE REQUIRED BY PART III OF THIS DOCUMENT.

There are three ways to satisfy the CTA's insurance requirements for Comprehensive General Liability, Owners Protective Liability, Builder's Risk and Professional Liability. For Comprehensive General Liability, Owners Protective Liability, Builder's Risk and Professional Liability the Contractor must provide the CTA with one of the following insurance documents:

- a) Certified copy of the insurance policy,
- b) An insurance binder, *or*
- c) The CTA Certificate of Coverage on the CTA approved form. The CTA Certificate of Coverage may be completed only by an authorized representative of the insurance company, an agent, broker, or underwriter.

2. HOW TO COMPLY IF *RAILROAD PROTECTIVE INSURANCE* IS REQUIRED BY PART III OF THIS DOCUMENT.

There are two ways to satisfy the CTA's insurance requirements for Railroad Protective. The Contractor must provide the CTA with one of the following insurance documents:

- a) Certified copy of the insurance policy *or*
- b) An insurance binder

Method b) is a temporary method that is valid only for 90 days. A certified copy of the railroad protective insurance policy must be furnished prior to the expiration of this 90-day period.

3. HOW TO COMPLY FOR ALL OTHER TYPES OF REQUIRED INSURANCE.

For all other insurance required by Part III of this document, an ACORD™ certificate is acceptable.

B. DEADLINE FOR INITIAL SUBMITTAL OF CONTRACTOR'S INSURANCE AND BOND DOCUMENTS.

The Contractor must furnish all required insurance, performance, and payment bond documents within fourteen days of the date that the Contractor receives a letter (the "Insurance Submittal Letter") from the CTA's General Manager of Purchasing requesting the Contractor to submit the documents required by these Insurance and Bond Requirements. CTA will not execute the Contract until the required insurance and bond documents are delivered to CTA and approved by CTA. Failure to deliver the required documents within fourteen days of receipt of the Insurance Submittal Letter is a material failure to comply with the specifications and may result in any or all of the following at the CTA's sole discretion:

- 1) Debarment or suspension, and
- 2) Determination of Contractor non-responsibility.

C. CTA ADDRESS.

All notices and documents must be mailed to the CTA at:

Tamika Press
Insurance Coordinator
Risk Management Department
567 W. Lake Street
Chicago, IL. 60661-1498

D. OBLIGATION TO MAINTAIN CONTINUOUS COMPLIANCE

1. The Contractor expressly agrees that failure to comply and maintain compliance with all insurance and bond requirements shall constitute a material breach of the Contract which may result in default and, if uncured, termination for default under the contract. In addition, such failure, if uncured, may result in debarment and suspension.
2. The Contractor is prohibited from performing any work if Contractor has allowed any of the required insurance policies to expire.

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 CTA must be the Named Insured on the Owners Protective Liability, Railroad Protective Liability, or Builders Risk Insurance policies.
- C.** The Commercial General Liability and Owners Protective Liability, General Aggregate Limit of Liability, if any, must apply on a per location, per project basis by endorsement to the policy.
- D.** All insurance carriers must be acceptable to the CTA. All insurance companies shall have at least a B+ 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 the exception of Railroad Protective.
- E.** To the extent permitted by the Contractor's insurance policies required by the CTA, the Contractor and its insurers waive all rights of subrogation against the CTA.
- F.** 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).
- G.** CTA MUST BE ADDITIONAL INSURED ON GENERAL LIABILITY.

INSURANCE CERTIFICATE OF COVERAGE

Named Insured: _____ RFP#: _____

Specification #: _____

Address: _____
(NUMBER & STREET)

Project #: _____

Contract #: _____

Description of
Operation/Location

The insurance policies and endorsements indicated below have been issued to the designated named insured with the policy limits as set forth herein covering the operation described within the contract involving the named insured and the Chicago Transit Authority. The Certificate issuer agrees that in the event of cancellation, non-renewal or material change involving the indicated policies, the issuer will provide at least sixty (60) days prior written notice of such change to the Chicago Transit Authority at the address shown on this Certificate. This certificate is issued to the Chicago Transit Authority in consideration of the contract entered into with the named insured, and it is mutually understood that the Chicago Transit Authority relies on this certificate as a basis for continuing such agreement with the named insured.

Type of insurance	Insurer Name	Policy Number	Policy Period	Limits of Liability All Limits in Thousands
<u>Commercial General Liability</u> <input type="checkbox"/> Occurrence <input type="checkbox"/> Claims made <input type="checkbox"/> Premise-Operations <input type="checkbox"/> Explosion/Collapse Underground <input type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Blanket Contractual <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Personal Injury <input type="checkbox"/> Pollution Commercial General Liability Form #: CG 00 01 _____				Each Occurrence \$_____ General Aggregate \$_____ Products/Completed Operations Aggregate \$_____
Automobile Liability (Any Auto)				Each Occurrence \$_____
<u>Excess Liability</u> <input type="checkbox"/> Umbrella Liability				Each Occurrence \$_____
Workers' Compensation and Employer's Liability				Statutory/Illinois Employers Liability \$_____
Builders' Risk/Course of Construction				Amount of Contract \$_____
Professional Liability				\$_____
Owner Contractors Protective				\$_____
Other				_____

- a) Each insurance policy required by this agreement, except policies for workers' compensation and professional liability, will read:
"The Chicago Transit Authority is an additional insured as respects to operations and activities of, or on behalf of the named insured, performed under contract with or permit from the Chicago Transit Authority".
- b) The General, Automobile and Excess/Umbrella Liability Policies described provide for separation of insureds applicable to the named insured and the CTA.
- c) Workers Compensation and Property insurer shall waive all rights of subrogation against the Chicago Transit Authority.
- d) The receipt of this certificate by the CTA does not constitute agreement by the CTA that the insurance requirements in the contract have been fully met, or that the insurance companies indicated by this certificate are in compliance with all contract requirements.

Name and Address of Certificate Holder and Receipt of Notice

Signature of Authorized Representative

Certificate Holder/Additional Insured

**Chicago Transit Authority
Risk Management Dept.
567 W. Lake St, 6th Floor
Chicago, IL 60661**

Agent/Company Address

Telephone _____



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 (this means that flagmen required for the following Monday must be requested by 12:00PM (Noon) the previous Wednesday). 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 (work that is in close proximity to CTA tracks that requires Trains to reduce speeds), 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 will need to supply any subsequent batteries/bulbs. Additionally, the contractor will be responsible for setting up, maintaining, removing, and securing the slow zones (Note: Contractor workers must have completed the Rail Right-of-Way Safety Training Session). 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,
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 Abdin Carrillo. If you have any questions, please contact me at (312) 681.3913

Sincerely

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 (R.O.W) and inside Rail Maintenance Facilities adjacent to six-hundred (600) VDC, are required to successfully complete a one-day (8-hour) Rail Safety Training (R.S.T.) 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 CTA Representative (Abdin Carrillo) will determine if specific situations may not require R.S.T. (e.g., all work will be outside CTA's R.O.W. and there is NO chance that personnel, material or equipment will penetrate CTA R.O.W. or impact Rail Operations).

The General Contractor is responsible for requesting Rail Safety Training for Contractor/Subcontractor employees by either calling or providing an email to Ora Hardaway, CTA (contact info below). The General Contractor (no Subcontractors are to contact CTA) shall give the full names and the last 4 digits of the social security numbers for each individual 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 currently \$200.00 (payable in advance) and 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: Ora Hardaway, ohardaway@transitchicago.com, (312) 681-3951 to register for class at least two (2) weeks in advance (it is recommended that Contractors schedule even further in advance due to high volume of work).
2. Once approved, you will receive a faxed or email confirmation and information packet.