

WORKING ON METRA PROPERTY 101

General Guidelines

Working on or near railroad property is inherently dangerous for anyone not trained to be there. Additionally, under Federal, state and/or local law, it is illegal to enter railroad property without the proper written consent of the railway. Doing so without authorization is not only a safety issue but can also be considered trespassing. If access is required, prior written consent needs to be in place for any and all parties wishing to work on (and sometimes adjacent to) Metra property.

Getting Started

Before accessing Metra property, all contractors need to have a permit and required insurance in place. If you are working on behalf of a third-party company, this permit is called a Right of Entry (“ROE”) Agreement. Contractors working **directly** for Metra, have access permission through their construction Agreement and a Right of Entry is not required.

Steps and Timeline for ROE Process

The first step to working on Metra property is to submit the ROE Application and support documentation such as a project plan, drawing/schematic, location map, etc. If you are not sure if your project requires a permit you can call or email the Right of Way Administrator to confirm. The more information you can provide about the project the better. Once a ROE Application is received, please allow 4-6 weeks for processing. Please refer to Exhibit A for process flow.

Utility Installations

If your project contains a utility installation, a License Agreement between Metra and the provider (i.e. ComEd, Nicor, Comcast, ATT, MCI, Sprint, etc.) must be in place before the ROE Agreement can be issued. When submitting your ROE Application, please provide the License Agreement number and/or copy of the License Agreement for reference with the ROE Application.

Construction Guidelines

When working on Metra property, Metra provides detailed construction guidelines for utility installations. Please refer to the “Working on Metra Property” page on the Metra.com website to locate pipeline and wireline manuals as well as the associated applications for those installs.

Completing the Application

The ROE Application must be completely filled out in order for it to be processed. A project plan and/or location map must accompany the application. Please see Exhibit B for detailed instructions on how to complete the application.

Insurance Requirement

Along with the ROE Agreement, all contractors are required to hold and submit the mandatory insurance prior to the start-up of any work on Metra property. Mandatory Requirements included both General Liability and Railroad Protective Liability insurance. Complete insurance requirements are included as Exhibit C (attached) and are included as part of the ROE Agreement. Please note, Metra needs to be identified in both policies using the full legal name as identified below and in paragraph 6 of the exhibit. Abbreviations are not allowed and will result in delays.

“The Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation, and its affiliated separate public corporation known as the Northeast Illinois Regional Commuter Railroad Corporation, both operating under the service mark Metra as now exists or may hereafter be constituted or acquired, The Regional Transportation Authority, an Illinois municipal corporation and all other railroads operating on Metra property.”

Payment of Required Fees

Permit / ROE fees are required for the contract preparation as well as a minimum daily deposit for flagging costs. Metra’s flagging fees are based on actual expenses incurred for the project. The daily deposit is based on one (1) flagger during the hours of 7am to 3pm. Additional costs may be incurred for: additional flaggers, travel hours, overtime or holiday work, equipment and/or materials. Expenses charged against the project will be deducted from the initial deposit. Any costs exceeding the deposit will be billed accordingly.

In addition to flagging fees, on the Metra Electric District, any work within 10 feet of the overhead catenary system will require that the system be de-energized. De-energization costs will be determined on a case-by-case basis. Cost estimates for this work will be provided upon request.

Fees do not need to be submitted with the application but are required at the time the ROE Agreement is partially executed by the contractor and sent back to Metra for final execution. Multiple checks are not required as fees can be combined into one check. All checks should be sent as follows:

Payable to:

Commuter Rail Division of the Regional Transportation Authority DBA Metra

Sent to:

Metra (c/o ROW Administrator)
547 W. Jackson Blvd, Floor 2-west
Chicago, IL 60661

Railroad Flagging for Activities On or Near Metra Property and Tracks

Metra flagging services are required with projects working within close proximity to active Metra train lines. This requirement is determined during the Review process and is dictated by Metra Engineering. Only Metra flaggers can be used, no third-party companies are allowed.

Arranging for Locates

Requirements for locates is also determined during the Review process. Metra Signal and Communications Departments must locate any buried cables and/or equipment before digging may begin on railroad property and must provide protection for any such facilities during the actual construction. Please note, J.U.L.I.E. and D.I.G.G.E.R. do not locate for Metra / Railroad Utilities or Facilities. The contractor, in addition to Metra locating, is still required to contact J.U.L.I.E. / D.I.G.G.E.R. and coordinate for additional (non-Metra) utility/facility locations.

Billing and Reimbursement Requirements

Contract preparation fees and daily flagging deposit fees are up-front costs that must be paid prior to Metra executing any permits or agreements. Metra does not invoice for up-front fees. Expenses charged against the project will be deducted from the initial deposit. Any costs exceeding the deposit will be billed accordingly. Upon the completion of the project, if you would like a final invoice, you must request one from Metra’s Accounts Receivable department.

Contact Information

<p>Working on Metra Property link: - Real Estate & Leasing Metra</p>	<p>Metra Insurance – Risk Management: - (312) 322-1455 AHammo@METRARR.COM</p>
<p>ROE Process and submitting your application: - Jack Uidl - Right of Way Administrator - (312) 322-8004 JUidl@METRARR.com</p>	<p>Metra Accounts Receivable: - (312) 322-1502 - Metra_Accounts_Receivable@METRARR.com</p>

Exhibit A

Right of Entry Process Flow Chart

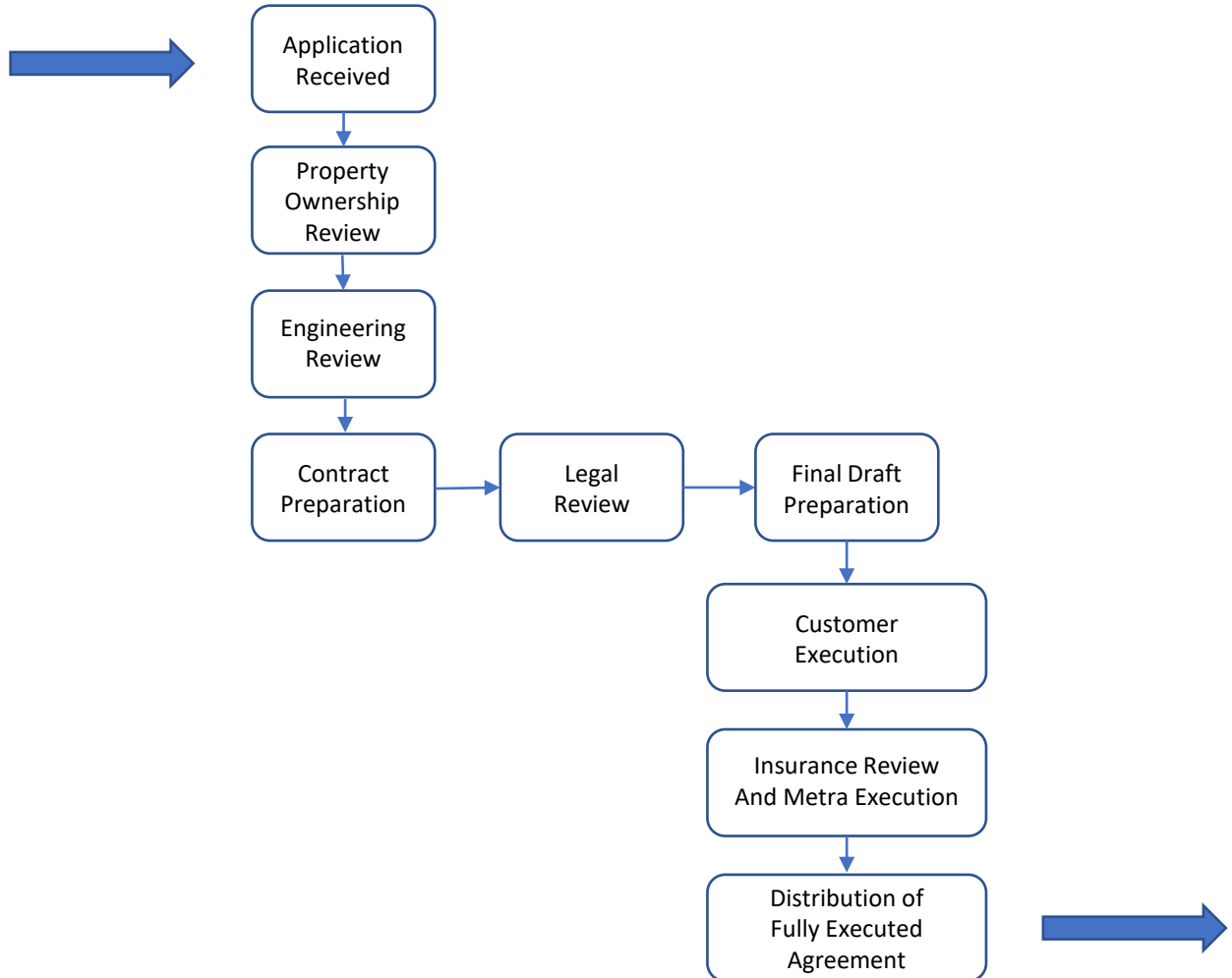


Exhibit B

(completing the ROE Application)

The Right of Entry Application must be filled out completely and thoroughly in order for it to be processed. Any blanks, omissions or incorrect information will cause the processing of the application to be delayed. Applications are processed on a first come first served basis. Processing times range from 4-6 weeks.

Date: Enter current date

Company Name: This is the name of the company who will be performing the work and carrying the insurance. Please note, this must be the Legal Name of the company as it appears in the Illinois Secretary of State website.

Company Address: Complete address including city, state and zip code.

Contact Person: Name of person managing project

Telephone: Phone number of the person managing project

Email: Email address of the person managing project

Metra District: Name of the train line. If you do not know it, please look it up on Google maps. Metra trains run on 11 different lines, however, not all lines are owned by Metra.

Latitude and Longitude: The Latitude and Longitude can be found with Google Earth. (Please use decimal degree format, for example 41.877922, -87.641496)

Location: Please be as specific as possible. Must include nearest cross streets and city/town.

Purpose: This is a high-level description of the work to be performed. This summary should then be supported by a project plan, drawing/schematic, and location map.

Does work on Metra property include: Please check all that apply and put N/A for all others.

Expected length of time needed on Metra property: This should include the number of days you will be working on or near Metra property. (example: if your project is 6 months long but you will only be near Metra property for 5 days, you would list "5 days" in this box).

List of sub-contractors: List all sub-contractors that will be working under your insurance. If they are not listed as a sub-contractor, they will not be allowed to work under your Agreement.

Once the application is completed it should be emailed, along with all supporting documentation and insurance (if available) to the Right of Way Administrator. Once received, a project file is opened, and your application will be assigned a "Matter #". This Matter # is how the project is tracked through the system. Once it is assigned, please include this Matter # on all corresponding emails regarding the project.

Exhibit C

METRA'S INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance

The CGL policy shall include the following coverage limits when limits are indicated:

\$2,000,000 per occurrence, \$4,000,000 aggregate
\$2,000,000 aggregate for completed operations & products liability

2. Automobile Liability Insurance

The Automobile policy shall include the following additional coverage limits:

-Include "any" auto (i.e., all autos owned by the contractor/vendor as well as hired and non-owned autos used by the contractor/vendor and autos used by the contractor/vendors' employees while on Metra property).

\$1,000,000 for Property Damage (if not combined in single limit)

3. Workers Compensation and Employers Liability Insurance

Workers Compensation Insurance coverage should be at statutory limits.

As a minimum, the Employers Liability policy shall include coverage limits of:

\$1,000,000 for bodily injury by accident
\$1,000,000 for bodily injury by disease, each employee
\$1,000,000 aggregate liability

4. Contractor's Pollution Liability Insurance (if applicable)

Coverage shall:

-Cover losses caused by pollution conditions (including sudden and non-sudden pollution conditions) arising from the services and operations of the contractor/vendor and all subcontractors involved in the work.

-Apply, without limitation, to bodily injury, property damage (including loss of use of damaged property or of property which has not been physically injured or destroyed) and clean-up costs.

-Provide coverage for pollution conditions which arise from encountering pre-existing environmental conditions at the project site.

-Provide coverage for liability resulting from the transportation of hazardous wastes.

-Shall be written on a "project specific" basis.

Exhibit C

continued

5. Railroad Protective Liability Insurance

LIMITS REQUIRED: \$2,000,000 / \$6,000,000

Insure all liabilities assumed under the provisions of the Hold Harmless and Indemnity Clause in the contract and not exclude any construction and/or demolition work performed within 50 feet of railroad track. Commercial General Liability policies, including excess/umbrella, must contain contractual language covering construction and/or demolition being performed on or near railroad property. Commercial General Liability must be written on the ISO Occurrence Form CG 00 01 12 04 (or a substitute form providing equivalent coverage) and include the following endorsement: Contractual Liability Railroads ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage).

6. Additional/Named Insured shall be as follows: *“The Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation, and its affiliated separate public corporation known as the Northeast Illinois Regional Commuter Railroad Corporation, both operating under the service mark Metra as now exists or may hereafter be constituted or acquired, The Regional Transportation Authority, an Illinois municipal corporation and all other railroads operating on Metra property.”*

ADDITIONAL INSURED IS REQUIRED ON THE GENERAL LIABILITY CERTIFICATE AND NAMED INSURED IS REQUIRED ON THE RAILROAD PROTECTIVE LIABILITY CERTIFICATE

7. Each Policy shall:

-Include a waiver of subrogation, thereby waiving your rights of subrogation against Metra and any additional insureds.

-Include the Additional Insured Endorsement for all coverages including products and completed operations, excluding Workers Compensation and Professional Liability.

-Be primary and non-contributory on all coverages.

8. Deductibles All deductibles applicable to the insurance coverage shall be borne by the contractor/vendor. The certificate of insurance shall clearly state how defense costs (also known as “allocated loss adjustment expenses”) shall apply in terms of the deductible and the insurance limits. (SIR programs are prohibited, unless approved by Metra’s Risk Management Department.)
9. Subcontractors All subcontractors retained or hired for the work shall be required to maintain limits and term equivalent to those required of the prime contractor.
10. Cancellation Should any of the above-described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Contractor/Vendor will immediately notify Metra of the cancellation, non-renewal, material change or reduction in coverage of any required insurance policy. Such notice shall be sent certified mail to Metra, care of Director of Risk Management, 547 W. Jackson, Suite 1500, Chicago, IL 60661.

Exhibit C

continued

11. **No Waiver** The failure by Metra to receive certificates of insurance required hereunder, or to receive them by the date(s) required hereunder, be construed as a waiver of the contractor/vendor's obligation to obtain the required insurance coverages. Failure by Metra to demand any certificate of insurance or other evidence of full compliance with the insurance requirements set forth herein, or failure by Metra to identify a deficiency in the evidence provided, shall not be construed as a waiver of the obligation to procure or maintain the insurance required hereunder. The acceptance of delivery by Metra of any certificate of insurance does not constitute approval or agreement that the insurance requirements have been met or that the insurance policies identified in the certificates of insurance are in compliance with such requirements.

12. **Certificates**

Certificates of Insurance shall be sent to:

- Ann Hammo
Metra Risk Management
547 W. Jackson Blvd.
Chicago, IL 60661
(phone) 312-322-1455
(email) AHammo@METRARR.com