



APPLICATION PROCEDURE
FOR
UTILITY INSTALLATIONS

REAL ESTATE / ENGINEERING

March 2018

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Part I – General Process and Requirements

This document describes the application procedures for a utility installation permit seeking access to NICTD's right-of-way. All proposed work to be done within and that will impact railroad right-of-way must first receive full, prior approval by NICTD. This includes approval on all engineering and construction details, executing an appropriate agreement (or an amendment to an existing agreement), and remitting payment for any required fees that are specified.

Applicants shall submit the proper Utility Application Form along with all required supporting documentation (including plans and a project summary) as described in this procedure to our Real Estate Department. In addition, a check for any required fees as defined in the Permit Review Fee Schedule (presented later in Part IV of this document) shall be submitted.

Right of Entry and Waiver requests shall also be made as described in this document.

Upon receiving a request, NICTD and/or their consultant representative shall review the application and supporting documents. When information is deemed complete and all necessary fees and insurance certificates have been received, NICTD will issue approval to Applicant. However, if NICTD does not grant approval for the proposed work, the process stops and the request as submitted is denied. In the event that an Applicant's request is denied, the Applicant may reapply for a permit as long as they can show NICTD that the original reasons for the denial have since been rectified to NICTD's satisfaction.

Upon NICTD's approval, a copy of the permit will be provided to Applicant. Applicant should then contact NICTD to arrange for a railroad flagman prior to entering railroad right-of-way to do any proposed work.

NICTD has Utility Installation Guidelines describing the design and construction requirements for new or modified facilities. Those guidelines explain NICTD's general requirements for underground pipeline, wire or cable crossings and encroachments. Applicants should download the latest Utility Installation Guidelines from our website prior to any submissions. All occupancies are to be designed and constructed so that rail operations and facilities are not interfered with, interrupted, or endangered, and any encumbrance onto NICTD's right-of-way shall be minimized to greatest extent possible.

All Utility Applications (including the proper forms, supporting documentation, and required fees) shall be submitted to:

NICTD
Attn: Real Estate Department
33 East U.S. Highway 12
Chesterton, IN 46304
T: 219.926.5744, ext. 309
Email: bruce.thevenin@nictd.com

If Applicant has any questions regarding NICTD's Utility Installation Guidelines, questions may be directed to:

NICTD
Attn: Project Development Engineer
33 East U.S. Highway 12
Chesterton, IN 46304
219.926.5744, ext. 316
Email: michael.rowe@nictd.com

Any legal/real estate related questions Applicant may have should be directed to:

NICTD
Attn: Chief Real Estate & Development Officer
33 East U.S. Highway 12
Chesterton, IN 46304
T: 219.926.5744, ext. 309
Email: bruce.thevenin@nictd.com

Part II – Application Instructions

Applicants seeking a new installation or upgrade/modification to an existing facility must submit the following to NICTD:

A. Application Form

NICTD has two application forms; one for underground pipeline crossings/encroachments and one for wire or cable crossings/encroachments. Applicant must complete the appropriate form in full that pertains to the utility in question. Applicant shall submit two (2) original copies and one (1) electronic copy in PDF format as described in Part I.

B. Drawings

1. All proposed installations shall include a plan and cross section view, with a clear and legible scale.
2. Plan views shall include the following (as applicable):
 - a. Date of the plan, a scale, and north arrow;
 - b. Centerline of all railroad tracks;
 - c. Distance to the nearest railroad milepost or grade crossing;
 - d. Right-of-way dimensions;
 - e. Widths of existing or proposed easements;
 - f. Angle of the crossing relative to the right-of-way;
 - g. Location of all existing utilities, including the location of all existing underground utility markers;
 - h. Location of all proposed utilities (both overhead and underground) and the distance from the centerline of the nearest track to the edge of the proposed utility; and
 - i. Area of access onto NICTD's right-of-way.
3. Cross section views shall include the following (as applicable):
 - a. Date of the plan and scale;
 - b. All railroad tracks;
 - c. Right-of-way dimensions;
 - d. Vertical clearance from the bottom of sag of overhead lines to the top of rail on tracks;
 - e. Location of poles, height of poles, and the distance from the centerline of the nearest track to the edge of the pole;
 - f. Span length across all tracks from pole to pole;
 - g. Location of all existing railroad pole lines and utility lines;
 - h. Location of all grade crossing signal equipment (gates, flashers, masts, cantilevers, etc.), if located near or within a road crossing; and

- i. Depth and size of existing utilities, from the top of the pipe to the bottom of the rail.
4. Applicant must submit two (2) original copies and one (1) electronic copy in PDF format as described in Part I. All drawings submitted shall be printed on 11" x 17" size paper and must be stamped by a licensed Professional Engineer in the State of Indiana.

C. Supporting Information

1. In addition to submitting the appropriate application form and drawings, Applicants shall also provide:
 - a. A detailed schedule including proposed dates, anticipated starting times, and the duration for each specific project activity;
 - b. A description of the construction methods, materials, and equipment to be utilized;
 - c. List the locations and specifications of anticipated construction equipment showing the minimum distance from the centerline of the nearest track to the maximum equipment reach (maximum reach based on the equipment specifications, not on the anticipated project equipment activities);
 - d. A description of any special conditions and the methods for crossing tracks (if required);
 - e. For overhead installations with poles, provide schedule data including locations, material, heights, sizes, structure design, foundation, and details of connections;
 - f. A site safety plan documenting the scope of the activity proposed, equipment required, number of personnel on site, their roles, the Point of Contact, and the current status of training for each individual, safety audits/oversight, emergency action plan, and personnel protective equipment required;
 - g. Dates requesting railroad flagging services and the duration of the request;
 - h. Estimated project cost;
 - i. Copy of the current agreement or permit if this work falls under an existing agreement/permit; and
 - j. The Applicant must submit two (2) original copies and one (1) electronic copy in PDF format for all of the above supporting documentation, as described in Part I. All contractor work plans submitted shall be stamped by a licensed Professional Engineer in the State of Indiana.

D. Waiver Requests

If an Applicant is unable to comply with any requirement listed in NICTD's Utility Installation Guidelines, a written waiver request shall be submitted with the application. Each deviation from NICTD's criteria requires a separate waiver and shall be independently numbered. The waiver request, at a minimum, should reference the specific criteria in NICTD's guidelines, the location of the deviation, the drawing or sheet number, and an explanation of why the waiver is requested. During the application review period, NICTD will review each waiver request. Waivers must be prepared on company letterhead and submitted as described in Part I. Two (2) original copies and one (1) electronic copy in PDF format shall be submitted for all waiver requests.

E. Insurance Certificates

Insurance Certificates must be provided to NICTD. They may be provided with the permit application or during the review process. Permits will not be issued without the appropriate Insurance Certificates.

NICTD's standard boilerplate Insurance requirements are appended at the end of this document, for the Applicant's reference (see Appendix A). All of the Insurance requirements stated in NICTD's boilerplate must be met.

In order to avoid delays to your project, please forward your insurance certificate(s) along with the return of your agreement to NICTD. Construction will not be authorized until all insurance requirements are satisfied.

Any questions regarding insurance shall be directed to NICTD's legal/real estate staff as described in Part I.

F. Special Instructions

1. If insufficient or incomplete information is submitted with the initial permit application, NICTD will issue a letter requesting the required data. NICTD's first request for additional information will require no additional fees. However, any subsequent requests by NICTD to obtain the required information for processing an application may result in additional fees being charged as described in Part IV of this document.
2. Submission and subsequent approval will only permit Applicant to enter NICTD's right-of-way for the purpose stated in the application.
3. Submission of an application does not authorize occupancy onto NICTD's right-of-way.

4. NICTD is under no obligation to grant a request and may deny it for any reason, including but not limited to safety, security, engineering considerations, and operating convenience.
5. When approved, a copy of the permit must be kept on site at the work area at all times for the duration of the project. The permit shall be shown to any representative of NICTD upon demand. The project may be suspended if the permit is not on site when requested.
6. All construction activities shall comply with the requirements described in NICTD's Utility Installation Guidelines. Defective material shall be rejected and replaced with acceptable material. Construction shall be subject at all times to the inspection and approval of NICTD. In addition, a NICTD Engineering employee must locate any buried signal cables prior to the start of construction. This requires 48-hour notice minimum, if NICTD needs to locate utilities.

Part III – Right of Entry

A Right of Entry Agreement is required when needing to conduct activities within railroad right-of-way that are not covered by an existing agreement or permit. Applicants needing this type of arrangement shall complete the indemnity agreement provided by NICTD. The work covered by said agreement may be temporary or permanent in nature. The work covered by this type of agreement includes:

- Surveys
- Environmental investigations
- Ingress/Egress (short term)
- Inspection (bridges, roads, etc.)
- Monitoring wells
- Soil boring or sampling
- Oversized equipment moving over operating track and/or railroad right-of-way
- Environmental remediation

Applicants must submit NICTD's completed Right of Entry Indemnification Agreement (as described in Part I) along with the following supporting drawings and documents:

- A plan showing the area of access onto NICTD's right-of-way
- Street map with the site location identified
- Aerial photo with the site location identified
- A site specific location plan showing the locations of all investigation points and their minimum distances to the nearest track, as well as any other rail structure (if applicable)

- Photo log with pictures of the proposed project location. Site pictures shall be in all controlling directions including, but not limited to, North, East, South, and West. The plan view should show a reference location and direction for each picture.
- Equipment location
- If an environmental investigation is being requested, also include maps that indicate:
 - Ground water flow
 - Distribution of contaminants and soil
 - Distribution of contaminants and ground water
- A detailed schedule including proposed dates, anticipated starting times, and duration for each specific project activity
- A site safety plan documenting the scope of the activity proposed; equipment required; number of personnel on site, their roles, the Point of Contact, and the current status of training for each individual; safety audits/oversight; emergency action plan; and the personnel protective equipment required
- Dates requesting railroad flagging services and the duration of the request
- Detailed explanation and specific circumstances why work has to be performed within 25 feet from the nearest track, if applicable
- Monitoring well design including a typical cross section, depth, well security, installation methods, material casing, latitude and longitude coordinates, method for removal/abandonment, monitoring schedule, and duration (if applicable)
- Proof of financial capability or performance bond required for all monitoring wells, piezometers, and other facilities (if applicable)

Right of Entry agreements are also subject to the Special Instructions described in Part II above. In addition:

- Test pits or test trenches are strongly discouraged. Approval of these will require a specific written management plan. All material generated from any soil boring, test pit, or trench activity is considered Investigation Derived Wastes (IDW). Holes drilled for soil borings, test pits, or trenches may not remain open and must be backfilled with suitable, certified, clean material before de-mobilizing from the site each day.
- Only flush mounted wells are allowed. Wells will be properly abandoned or removed after use.

Part IV – Permit Review Fees

A. Fee Schedule and Handling Process

A one-time, non-refundable permit review fee is required by NICTD along with any application submission. Fees shall be submitted by company check to NICTD as described in Part I. All checks shall be made out to the “Northern Indiana Commuter Transportation District”. Failure to provide the appropriate review fee will delay processing.

NICTD’s schedule of review fees is provided below:

Type of Application	Fee
Underground Pipeline Crossing/Encroachment <i>(If parallel and greater than 1,000 LF)</i>	\$1,100.00 <i>(\$1,650.00)</i>
Wire or Cable Crossing/Encroachment <i>(If parallel and greater than 1,000 LF)</i>	\$1,100.00 <i>(\$1,650.00)</i>
Pipeline or Wireline Crossing with Waiver Requests	\$2,200.00
Right of Entry Agreement	\$550.00

Table 1: Permit Review Fee Schedule

Review fees include one re-review. NICTD reserves the right to charge an additional \$550.00 for every additional re-review beyond the first one because of revisions to the engineering drawings or insufficient information being provided by Applicant. If revised or additional documentation is requested and not received within 30 days after comments are provided, the activity will be automatically cancelled. The time period to process an application is dependent upon the quality of the information being submitted, so Applicants are urged to carefully follow NICTD’s guidelines when submitting anything to NICTD.

NICTD’s average turnaround time on reviewing applications is 30 - 60 days. If Applicant requests rush handling of their request (20 days or less), the corresponding fee will be tripled. It should also be noted that applications must be approved for expediting by NICTD, and any application with waiver requests cannot be expedited. In addition, expedited services does not include accelerated construction and flagging scheduling; it only pertains to the review of the application itself.

When the application is deemed complete and satisfactory, a utility agreement will be drafted and forwarded to the Applicant for signature. The Applicant shall execute the license agreement and return it to NICTD, along with a check for any license fees and insurance certificates as defined in the agreement. Draft agreements are valid for 60 days and activities will be automatically cancelled in the event that an executed agreement is not returned, or an extension is not requested, within the 60 day timeframe.

Lastly, the permit review fee does not encompass any charges imposed by NICTD for the utility license, insurance, flagging services, and other matters. The Applicant may obtain an estimate of the applicable charges, by corresponding with a NICTD representative.

B. Flagging/Construction Monitoring

As described in NICTD's Utility Installation Guidelines, a railroad flagman or Employee in Charge (EIC) of on-track safety is required any time work is performed within railroad right-of-way. All costs associated with flagging or EIC monitoring will be the responsibility of Applicant.

The minimum charge for a railroad flagman or EIC is 8 hours per day. An overtime rate shall be charged for any time in excess of 8 hours. Flagmen and EICs are paid from the time that they leave their headquarters to the time that they return from the job site.

Additional fees may be required if construction monitoring is deemed necessary to observe work that is to occur due to its sensitive nature to the railroad. Additional fees for construction monitoring shall be determined upon approval of the utility application.

NICTD reserves the option to direct the use of its employees, or the employees of a third party service, for the provision of flagging and/or EIC services.

Appendix A: Insurance.

a. Prior to and during all times when Licensee, its contractors, and/or their subcontractors are present on Licensors' property under the terms of this License or otherwise, Licensee, its contractors and their subcontractors shall purchase and maintain the following insurance coverage from any responsible carrier(s) rated "A" or better by Best's Review. The total cost of the premiums for such insurance coverage shall be at the sole expense of the Licensee, its contractor(s) and/or subcontractor(s):

(1) **Comprehensive General Liability Insurance:** The Licensee shall furnish evidence, with respect to the operations it performs and any operations performed by its contractors or subcontractors, of comprehensive general liability insurance covering bodily injury, death, and property damage, including loss of use, with a limit of not less than \$5,000,000 each occurrence combined single limit, bodily injury and/or property damage combined, including contractual liability coverage with any reference or exclusion relating to work within fifty (50) feet of a railroad track deleted as respects this License; and, listing as respect Licensee's obligations herein the Northern Indiana Commuter Transportation District, the Chicago South Shore & South Bend Railroad Company, Northern Indiana Public Service Company, the Regional Transportation Authority, the Commuter Rail Division of the Regional Transportation Authority, and the Northeast Illinois Regional Commuter Railroad Corporation as additional insureds.

(2) **Railroad Protective Liability Insurance:** In addition to the above, the Licensee shall purchase from the District's designated broker a railroad protective liability coverage as respects jobs performed by the Licensee, its contractors, and their subcontractors providing for a limit of not less than \$2,000,000 each occurrence combined single limit, bodily injury, death, and/or property damage combined, \$6,000,000 annual aggregate, for damages arising out of bodily injuries to or death of persons in any one occurrence and for damage to or destruction of property, including the loss of use thereof, in any one occurrence listing, as respect Licensee's obligations herein, the Northern Indiana Commuter Transportation District as named insured, the Chicago South Shore and South Bend Railroad Company as additional named insured, and, the Regional Transportation Authority, Commuter Rail Division of the Regional Transportation Authority, and the Northeast Illinois Regional Commuter Railroad Corporation as additional insureds. In lieu of Licensee obtaining such insurance, District may either purchase a railroad protective liability insurance policy, or add such railroad protective liability coverage to an existing District insurance policy, but in either instance at the sole cost of Licensee.

(3) **Workers' Compensation Insurance:** The Licensee, its contractors, and their subcontractors shall furnish evidence, with respect to the operations they perform, of workers compensation insurance complying with the statutes of the state wherein the Work is conducted covering their respective employees. The coverage shall include employer's liability coverage with limits of not less than the greater of the statutory limits or \$500,000 each accident; \$500,000 each employee disease; and \$500,000 aggregate policy limit.

(4) Automobile Liability: The Licensee, its contractors, and their subcontractors shall furnish evidence that, with respect to the operations they perform, they carry coverage issued to and covering the liability of the Licensee, its contractors, and their subcontractors arising out of the use of all owned, non-owned, hired, rented or leased vehicles which bear or are required to bear license plates according to the laws of the State of Illinois or Indiana and which are not covered under the comprehensive general liability insurance of the Licensee, its contractors, or subcontractors. Coverage under this policy shall have limits of liability of not less than \$2,000,000 per occurrence, combined single limit, for bodily injury and property damage liability. The policy as respect Licensee's obligations herein, shall name the Northern Indiana Commuter Transportation District, Chicago South Shore & South Bend Railroad Company, Northern Indiana Public Service Company, Regional Transportation Authority, Commuter Rail Division of the Regional Transportation Authority, and Northeast Illinois Regional Commuter Railroad Corporation as additional insureds.

b. Notwithstanding anything contained herein to the contrary, the coverage defined in Section a. (1) above shall be maintained at all times during the term of this License. The coverage defined in Sections a. (2), (3), and (4) must be maintained during such times when the Licensee or its contractors are conducting construction, maintenance, or inspection activities in the Licensed Area. Failure to carry or keep such insurance in force or to reinstate same when entry to the Licensed Area is required shall constitute a violation of the License and subject Licensee to immediate termination of the rights granted under this License. Prior to the commencement of any Work, the Licensee shall furnish the Licensors with properly endorsed certificates evidencing insurance for comprehensive general liability insurance, workers compensation coverage, and automobile liability insurance. The Licensee shall also provide the original policy for railroad protective liability insurance unless the Licensee is directed, or agrees, to obtain coverage from the District's broker for railroad protective public liability insurance. If any work is contracted or subcontracted, the Licensee shall furnish the Licensors with properly endorsed certificates evidencing insurance for the comprehensive general liability policies of the contractors and subcontractors, as well as certificates of insurance for the contractors and subcontractors' workers' compensation and automobile liability insurance. All certificates shall provide for written cancellation notice to Licensors at least thirty (30) days in advance of cancellation.

c. Except with respect to workers compensation coverage, all policies of insurance carried or required to be carried under this License shall contain waiver of subrogation clause for the benefit of Licensors.