



Iowa Department of Transportation

**SPECIAL PROVISIONS  
FOR  
WORK ON RAILROAD RIGHT-OF-WAY (UNION PACIFIC RAILROAD)**

**Emmet County  
TAP-U-2417(605)--8I-32**

**Effective Date  
February 16, 2016**

**THE STANDARD SPECIFICATIONS, SERIES 2015, ARE AMENDED BY THE FOLLOWING MODIFICATIONS AND ADDITIONS. THESE ARE SPECIAL PROVISIONS AND SHALL PREVAIL OVER THOSE PUBLISHED IN THE STANDARD SPECIFICATIONS.**

**157009.01 GENERAL.**

The Contractor shall before entering upon the property of the Union Pacific Railroad (UPRR) Company for the performance of any construction work, or work preparatory thereto, secure permission from the Railroad for the occupancy and use of the Railroad's property and shall confer with the Railroad relative to requirements for railroad clearances, operation and general safety regulations. The primary Railroad's contact person for this project is:

Mike Blackley  
MGR IND & PUBLIC PRO  
Union Pacific Railroad Company  
1400 Douglas Street STOP 910  
Omaha, Ne 68179  
Phone: 402.544.2029

The Contractor shall, at all times, conduct work in a manner satisfactory to the Railroad, or their authorized representative, and shall exercise care so as to not damage the property of the Railroad or to interfere with operations of the Railroad.

The Railroad, or their authorized representative, will at all times have jurisdiction over the safety of railroad operations, and the decision of the Railroad or their authorized representative as to procedures which may affect the safety of railroad operations shall be final, and the Contractor shall be governed by such decision.

All work shall be conducted in such a manner as will assure the safety of the Railroad. The Railroad's authorized representative shall have the right, but not the duty, to require certain procedures be used or to supervise the work on the Railroad's property. Should any damage occur to railroad property as a result of the Contractor's operations, and the Railroad deems it necessary to repair such damage or to perform any work for the protection of its property, the required materials, labor and equipment shall be furnished by the Railroad, and the Contractor shall reimburse the Railroad for any costs so incurred.

**157009.02 THE RAILROADS SPECIFICATIONS.**

The Contractor shall comply with all of the terms and conditions contained in the Railroad's Minimum Requirements that are described in Exhibit D (Identified as Attachment A herein).

**157009.03 CONTRACTOR'S RIGHT OF ENTRY AGREEMENT - INSURANCE.**

The Contractor shall execute the Railroad's then current Contractor's Right of Entry Agreement – Exhibit E (Identified as Attachment B herein). The Contractor shall obtain the then current insurance required in the Contractor's Right of Entry Agreement and also provide such insurance policies, certificates, binders and/or endorsements to the Railroad before commencing any work on Railroad property. Railroad's current insurance requirements are described in Exhibit C as part of the Contractor's Right of Entry Agreement. Under no circumstances will the Contractor be allowed on the Railroad's property without first executing the Railroad's Contractor's Right of Entry Agreement and obtaining the insurance set forth therein. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

Manager – Contracts  
Union Pacific Railroad Company  
Real Estate Department  
1400 Douglas Street, Mail Stop 1690

