

1 **(August 7, 2006)**

2 **Contractor's Right of Entry and Insurance Requirements - UPRR**

3 No work shall commence within Union Pacific Railroad right of way until the Contractor
4 has executed, delivered, and received in return the fully executed Contractor's Right-of-
5 Entry Agreement from Union Pacific Railroad, and has obtained all of the insurance
6 required by the Railroad. All work within Union Pacific Railroad's right of way shall be in
7 accordance with the Contractor's Right of Entry Agreement (See Appendixes).

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9 The Contractor, its Subcontractors or agents, shall at its own expense, obtain and
10 maintain in force all insurance required by Union Pacific Railroad until the completion
11 date of the contract as described in Section 1-08.5 except as stated herein.

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13 When all the work involving construction activities within or immediately adjacent to the
14 railroad right of way is completed, the Contractor may make a written request to the
15 Engineer to be relieved of the responsibility to continue the insurance required by Union
16 Pacific Railroad. If the Engineer deems the portion of the work in that area is complete,
17 the Engineer may approve the Contractor's request. However, if for any reason the
18 Contractor resumes or starts any new work in that area (including being ordered to do
19 so by the Engineer), the insurance shall be reinstated by the Contractor before the work
20 is started. If the insurance must be reinstated because of the Contractor's activities or
21 failure of the Contractor to perform all the contract requirements, the costs shall be the
22 responsibility of the Contractor. If the insurance must be reinstated because of changes
23 to the contract, the costs will be considered in accordance with Section 1-04.4.