



RIO VALLEY SWITCHING COMPANY

101 21st St. | McAllen, TX 78501 | P: 956-971-9111 | F: 956-971-9114

PROPERTY ENTRY PROCEDURES

ALL CONTRACTORS, SUB-CONTRACTORS, MUNICIPALITIES OR OTHERS MUST FOLLOW ALL OF THE BELOW PROCEDURES BEFORE BEGINNING ANY WORK ON THE RAILROAD RIGHT-OF-WAY.

THE RAILROAD RESERVES THE RIGHT TO DENY ENTRY TO RAILROAD PROPERTY.

Notwithstanding any requirements imposed by the Union Pacific Railroad, you must additionally follow all of the below processes to acquire access to Railroad property.

RAILROAD PROPERTY ACCESS PROCEDURES

(All Easements, Underground Boring or Overhead Powerline Requests must Begin with Step 1. Any at-grade projects requiring entry, not encompassing Easements, Underground Borings or Overhead Powerline requests may begin with Step 2.)

1. Prior to any work being done on the Railroad Right of Way, you must visit Union Pacific Railroad's ("UPRR") website and follow all of their requirements and procedures. This information can be found at <http://www.uprr.com> under the Real Estate section.
2. In addition to meeting UPRR's requirements, you must additionally comply with all Rio Valley Railroad ("RVRR") / Rio Valley Switching Company ("RVSC") property entry requirements.
3. If it is necessary to enter the railroad company's property for any reason, both the RVSC Permit to Be On Railroad Property form and RVSC Release form must be printed, executed and returned following the instructions given in the permit.

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An RVSC officer must finalize the execution of these documents.

4. Initially, RVSC requires a minimum of 2 week notice for potential work on the Railroad's property. If at any time and for whatever reason RVSC requires flagging for the work conducted on the Railroad property, RVSC will provide flagging at \$75 / hour and invoice this work on a weekly basis. These invoices will be due in 10 day terms.

5. Additionally assuming the scope of the work and documentation is accepted by RVSC, RVSC additionally requires a daily phone call prior to entry of the Railroad property to ensure the Railroad know exactly where the contractor will be working.
6. Before construction begins, agreements must be executed by RVSC and the Contractor and / or SubContractor, if applicable, and returned to our office. Verbal authorizations of documents or permits will not be permitted or granted. Generally, a minimum of 48 hours advance notice after execution of an agreement will be required prior to entry.
7. Insurance certificates, if required, must be submitted at the time you execute and return the agreements.
8. Depending on the scope of the work and proximity to our tracks we may require that Railroad Protective Liability Insurance (“RPL”) be obtained, in addition to general liability insurance. If an RPL policy is required, in addition to having an RPL for Union Pacific Railroad, you must have an RPL policy naming both Rio Valley Railroad and Rio Valley Switching Company as the insured.

More information can be found in the RVRR / RVSC RPL Policy Requirements section.

The Union Pacific has acquired a blanket Railroad Protective Liability Insurance policy which may allow inclusion of your project under their coverage for an additional charge. We’ve found that in many instances it may be cheaper for the Contractor or Sub-Contractor do this than to obtain their own coverage. However, we do encourage you to shop around, as you may find a more favorable rate. An application form and additional information on Railroad Protective Liability Insurance through Union Pacific Railroad or you can additionally attempt contacting Railroad Protective Solutions.

9. If an RPL policy is not required, the Railroad will require a General Liability policy for the work to be performed. The Contractor or Sub-Contractor will be required to provide the Railroad with a Certificate with the following details:
 1. The Certificate should state “No Exclusions for work within 50’ of the Railroad Right of Way”
 2. Rio Valley Switching Company (“RVSC”) and Rio Valley Railroad (“RVRR”) are named as additional insured in regards to the General Liability
 3. A waiver of subrogation has been issued in favor of RVSC and RVRR on the General Liability policy listed above
10. If an RPL is provided by a Contractor for a specific project, this policy may or may not cover work done by Sub-Contractors. If the policy covers work for Sub-Contractors on the particular project, then the single RPL policy provided by the Contractor will be acceptable. If it does not cover work of Sub-Contractors, then the Sub-Contractor will be additionally required to provide an RPL policy and follow all of the processes as described herein.