

**CLOSURE AND REMOVAL AGREEMENT
PUBLIC ROAD CROSSING**

THIS CLOSURE AND REMOVAL AGREEMENT (this "Agreement") is made and entered into as of the date the last required signature is affixed hereto ("Effective Date"), by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("Railroad"), the Wyoming Department of Transportation, a municipal corporation or political subdivision of the State of Wyoming ("WYDOT") and LARAMIE COUNTY, a municipal corporation or political subdivision of the State of Wyoming ("County").

RECITALS

In accordance with the terms and conditions of this Agreement, WYDOT and County desire to permanently close and remove the existing, grade-separated road crossing ("Project") more particularly described on Exhibit A attached hereto and made a part hereof (collectively, the "Road Crossing").

AGREEMENT

NOW THEREFORE, the parties hereto agree as follows:

1. County shall take all actions necessary to vacate all rights that County may have in and to Railroad's property in connection with the Road Crossing and to permanently close the Road Crossing. Such County actions may include adoption of an ordinance or resolution by County's governing body and/or obtaining any required approvals from a public utilities commission or any other applicable governmental entity authorizing and directing the vacation and permanent closure of the Road Crossing.
2. If County or WYDOT will be performing any Project work, such work is described on Exhibit B and Exhibit B-1 attached hereto and made a part hereof ("Agency Work"). If County or WYDOT shall perform the Agency Work, if any, at its sole cost, and Railroad consents to County or WYDOT (or any contractor or other agent hired by the County or WYDOT) performing the Agency Work at the Road Crossing, subject to complying with the terms and conditions of this Agreement.
3. If County or WYDOT hires a contractor or other agent to perform the Agency Work, County and WYDOT shall require such contractor or agent to execute Railroad's then current form of Contractor's Right of Entry Agreement (the "CROE Agreement") and to comply with the requirements set forth therein. If County or WYDOT performs the Agency Work, County or WYDOT shall comply with the safety standards set forth in the CROE Agreement.
4. Railroad agrees to perform the Project work described on Exhibit B attached hereto the ("Railroad Work"). Railroad's estimated cost for the Railroad Work is included on Exhibit C and Exhibit C-1 attached hereto ("Estimate") and may include without limitation costs of engineering review, construction, inspection, flagging, procurement and delivery of materials, equipment rental, manpower and all direct and indirect overhead labor/construction costs, including Railroad's standard additive rates. Such standard additive rates may be subject to upward or downward adjustment based on industry standards and practices, and the parties acknowledge and agree that any such adjustment to standard additive rates may be made

retroactively.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the Effective Date.

UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation

By: _____
Title: _____

LARAMIE COUNTY, a municipal
corporation or political subdivision of the
State of Wyoming

By: [Signature]
Title: Commissioner

WYOMING DEPARTMENT OF
TRANSPORTATION, a municipal
corporation or political subdivision of the
State of Wyoming

By: [Signature]
Title: Assistant Chief Engineer



WYOMING ATTORNEY
GENERAL'S OFFICE
[Signature] #243836
Madison Barber
APPROVED AS TO FORM
11/4/24

RECEIVED AND APPROVED AS
TO FORM ONLY BY THE
DEPUTY LARAMIE COUNTY
ATTORNEY

[Signature]
Barber

11-18-24

Exhibit A

Pershing Boulevard Grade-Separated Public Road Crossing
(DOT No. 817689U)
Mile Post 502.23 – Sidney Subdivision
City of Cheyenne, County of Laramie, State of Wyoming

Exhibit B

Railroad Work:

1. Project management.
2. Engineering review
3. Final inspection

Agency Work:

1. Demolition of overpass structure, including restoration of grade and Railroad property.
2. Install, maintain, repair and renew permanent barricades on both sides of the Road Crossing with such barricades to be located off of Railroad's property and to be in compliance with the plans, and also all applicable standards and guidelines contained in the current Manual on Uniform Traffic Control Devices ("MUTCD").
3. Provide and install new advance street signs and pavement markings to indicate that the Road Crossing is closed, with such signage to be in compliance with applicable current MUTCD standards and guidelines.
4. Remove all bridge approaches on and leading up to the Railroad's right of way.
5. Restore drainage

Exhibit B-1

Plans

(See attached)

REMOVAL OF STRUCTURE BRIDGE OVER UPRR COUNTY RD 210

CN02110

LARAMIE

Wyo. Proj. CN02110
Sheet BR1 of BR4 Sheets

GENERAL NOTES

SPECIFICATIONS: WYDOT Standard Specifications for Road and Bridge Construction, 2021 Edition.

REMOVAL OF STEEL BRIDGES: Remove the existing five span 132'-10" x 22'-6" steel girder bridge, Structure No. DLM.

After removal of the existing structure, reshape the abutment slopes to match the adjacent side slopes at a minimum slope of 1:3. See road plans for pay items and quantities.

HAZARDOUS MATERIALS: The paint system on the steel components of the existing structure may contain materials including lead and chromium that are hazardous if ingested, inhaled, or otherwise absorbed.

BRIDGE OFFICE NOTIFICATION: The engineer will notify the State Bridge Engineer in writing within 14 calendar days after the existing structure has been removed.

ESTIMATED QUANTITIES

ITEM NO.	ITEM	UNIT	TOTAL QUANTITY
202.03210	REMOVAL OF STEEL BRIDGES	EA	1

REFERENCES

WYDOT Plans: Sheet No.
Bridge Hand Sketch ----- 1 of 1

UPRR RAILROAD DATA

U.S. DOT Crossing Inventory No. ----- 817689U
Division ----- Great Plains
Sub-division ----- Sidney Sub
Branch ----- N/A
Line Segment ----- N/A
Milepost ----- 502.230
Latitude ----- 41°08'57.22"N
Longitude ----- 104°41'04.91"W

STRUCTURE NO. DLM
ML6880I, RM 8.21

WYOMING DEPARTMENT OF TRANSPORTATION			
BRIDGE PROGRAM			
REVISIONS			
REVIEW	JRB 09-25-23	DESIGN	SAM ✓ KAS
APPROVAL	MEM 09-25-23	QTY'S	SAM ✓ KAS
Design Section		B T Rentner	
Drwg No. 8201		Sheet 1 of 3	

CN02110_1ts.dgn

NOTES

WORK ON RAILROAD PROPERTY: Ensure work on or above railroad property conforms to the special provision for Work on Railroad Property, Insurance and Railroad Right-Of-Entry Agreement with Railroad Flagging; and the following requirements:

- Ensure construction does not cause interruption to railroad operations. Railroad traffic will remain open at all times. See detail for Minimum Track Clearance Requirements.
- A flagman is required when any work is performed within 25 feet of the track centerline.
- Work will not be allowed within 50 feet of the track centerline while a train passes the work site and all personnel must clear the area within 25 feet of the track centerline and secure all equipment when trains are present.
- Ensure demolition within the railroad's right-of-way is in compliance with the railroad's demolition guidelines.
- Ensure construction does not cause an increase in flow volume or characteristics in the railroad's ditches and drainage structures.
- The engineer will verify all permanent clearances before project closing. For permanent clearances, see Sheet No. B3.

These guidelines are provided for reference only and are subject to revision without notice. Work necessary to meet all railroad requirements is incidental to applicable contract pay items, unless noted.

WORK PLAN: Submit a work plan to the engineer and railroad a minimum of 28 calendar days before beginning work. The work plan should include, but is not limited to:

- Description of the methods proposed to complete the work.
- Locations of equipment relative to the tracks.
- An erosion and sediment control plan.
- Additional information as necessary to show that railroad train operations and infrastructure will not be affected by the work and that minimum track clearances will be maintained for the duration of the work.
- A detailed schedule of work activities.

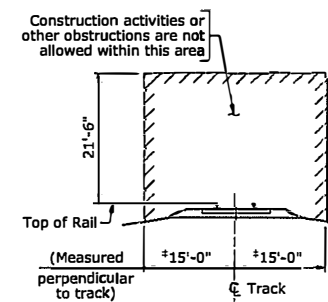
Submittal criteria and review times should be discussed with the railroad at the pre-construction meeting. During construction, provide the railroad an updated schedule of work activities monthly and as necessary.

CONSTRUCTION SAFETY REQUIREMENTS: To ensure the safety of the users below, employ removal and reconstruction methods to prevent debris from falling beneath the structure. Use warning signs and a debris containment system. The debris containment system must contain 100 percent of debris and comply with Railroad Demolition Guidelines. Provide track protection in accordance with the Track Protection Details in the BNSF/UPRR Grade Separation Guidelines for all full depth slab cuts made within 15 feet of the centerline of any track. No debris may fall on or foul the tracks. Work necessary for these requirements is incidental to the applicable contract pay items.

FALSEWORK AND SHORING: All falsework and shoring within the railroad's right-of-way must comply with the detail for Minimum Track Clearance Requirements and the railroad's guidelines for temporary shoring.

Submit design computations and plans for falsework and shoring to the engineer and railroad before erection. Ensure the title pages of the design computations and plans bear the seal and signature of a professional engineer familiar with railroad loadings. Submittal criteria and review times should be discussed with the railroad at the pre-construction meeting. Allow 14 calendar days for the department to review each submittal. Do not begin construction of falsework and shoring without written approval from the railroad.

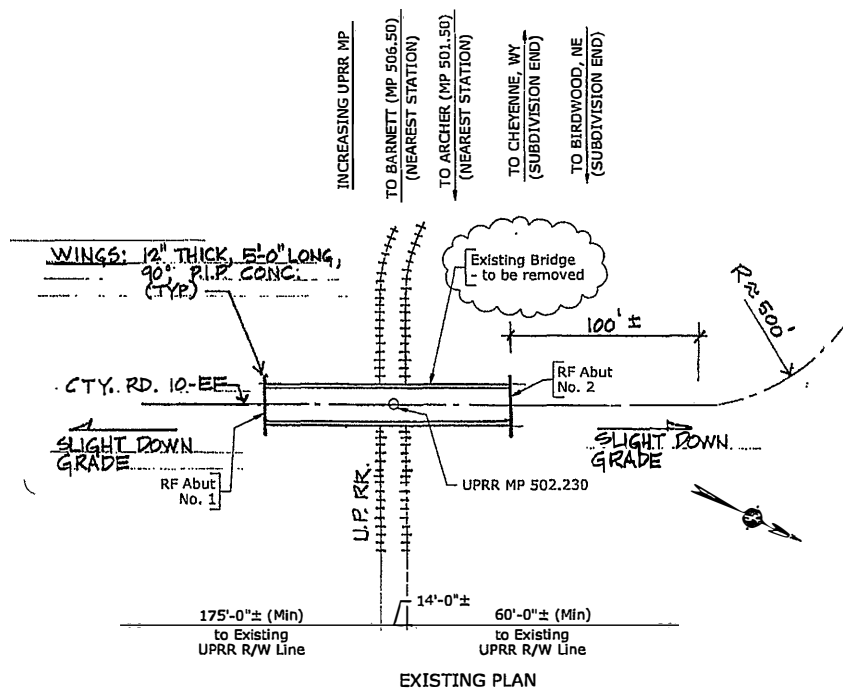
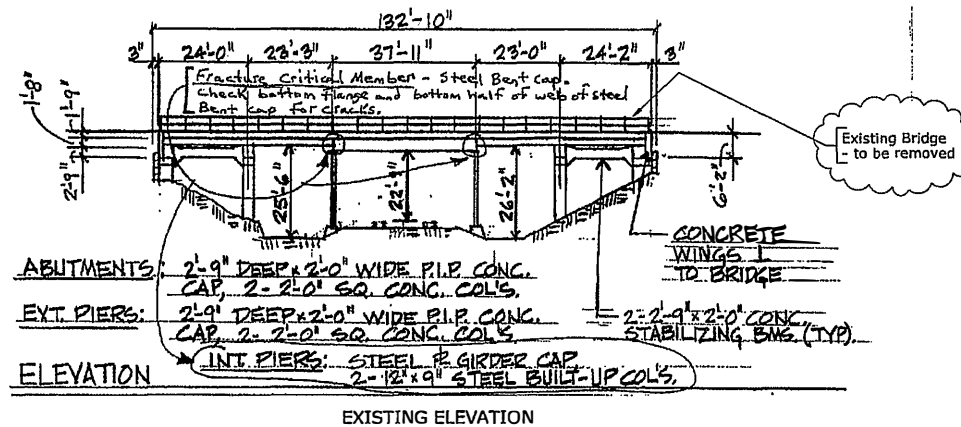
Ensure the professional engineer inspects the completed falsework and shoring and provides the engineer with written certification of compliance with the design and plans. Do not begin work on the structure without written approval to proceed from the engineer and the railroad.



MINIMUM TRACK CLEARANCE REQUIREMENTS

- Greater clearances may be required for special cases to satisfy local operating conditions.
- *- For curved track, increase minimum horizontal clearance by 1 1/2" for every degree of track curvature or 6" minimum.

WYOMING DEPARTMENT OF TRANSPORTATION			
BRIDGE PROGRAM			
REQUIREMENTS FOR WORK ON OR ABOVE RAILROAD PROPERTY			
REMOVAL OF STRUCTURE			
BRIDGE OVER UPRR			
County Rd. 210			
CN02110 La			
REVIEW	JRB 09-25-23	DESIGN	Design Section B T Rentner
APPROVAL	MEM 09-25-23	QTY'S	Drwg No. 8201 Sheet 2 of 3



WYOMING DEPARTMENT OF TRANSPORTATION			
BRIDGE PROGRAM			
REVISIONS		RAILROAD SITE LAYOUT	
		REMOVAL OF STRUCTURE	
		BRIDGE OVER UPRR	
		County Rd. 210	
		CN02110	La
DESIGN	JRB 09-25-23	DESIGN	SAM KAS
APPROVAL	MEM 09-25-23	DESIGN	SAM KAS
		Drwg No. 8201	Sheet 3 of 3

FOR REFERENCE ONLY

Wyo. Proj. CN02110
Sheet BR4 of BR4 Sheets

SYSTEM NO. CN2-10EF
LARAMIE COUNTY

MILEPOST 3.90
STR. NO. DLM

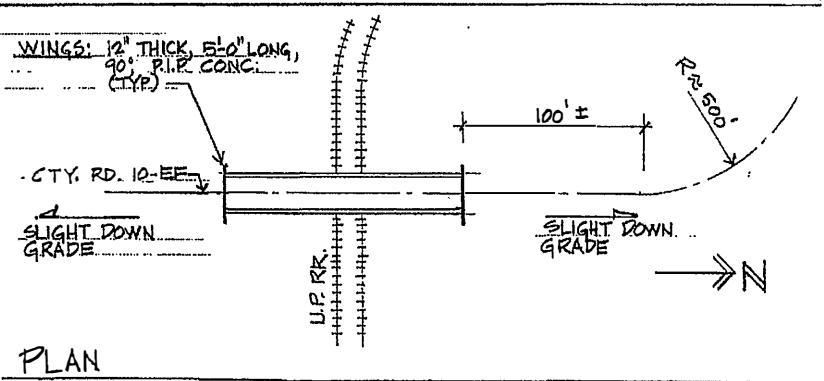
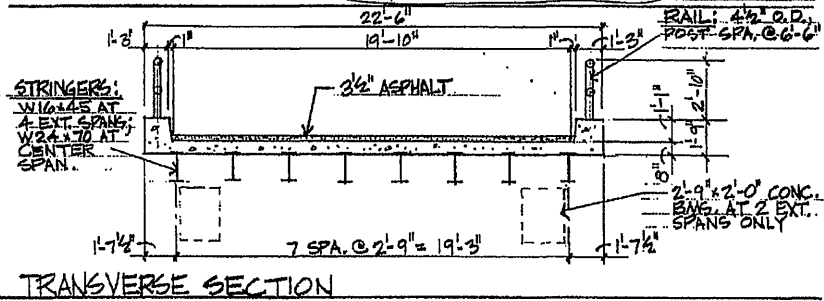
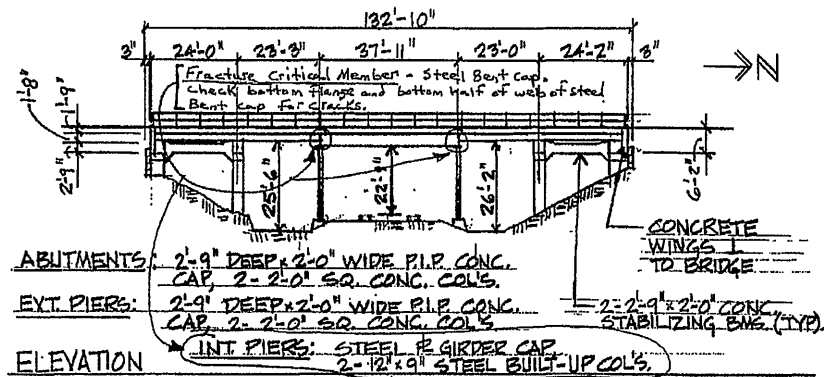


Exhibit C

Estimate Cover Page

(See attached)

EXHIBIT C

ESTIMATE OF FORCE ACCOUNT WORK BY THE UNION PACIFIC RAILROAD COMPANY

DESCRIPTION OF WORK: Engineering and other related services for work to be performed within railroad right of way. This includes railroad flagging services, project and construction management during construction activities in railroad right of way. All necessary railroad services will be billed at actual cost.

DATE:

3/19/2024

LOCATION:

**Pershing Blvd. 817689U
Cheyenne, WY**

SUBDIVISION / MILEPOST:

**Sidney Subdivision
MP: 502.23**

DESCRIPTION	LABOR	MATERIAL	UP	0%	Agency 100%	TOTAL
ENGINEERING						
Project Management	1 \$ 11,300.00		\$	-	\$ 11,300.00	\$ 11,300
Construction Observation	1 \$ 63,500.00		\$	-	\$ 63,500.00	\$ 63,500
Engineering Review	\$ 5,000.00		\$	-	\$ 5,000.00	\$ 5,000
FLAGGING / INSPECTION SERVICES						
RATE (per day)	\$ 1,500.00					
Estimated # Days of Flagging	0 \$ -	\$ -	\$	-	\$ -	\$ -
TOTAL PROJECT:	\$ 79,800.00	\$ -	\$	-	\$ 79,800.00	\$ 79,800

TOTAL ESTIMATED COST:

\$79,800

**THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION.
IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OR QUANTITY OF
MATERIAL OR LABOR REQUIRED, THE RAILROAD WILL BILL FOR ACTUAL
COSTS AT THE CURRENT RATES EFFECTIVE THEREOF.**

Flagging may be performed by a third-party contractor. Any flagging performed by a third-party contractor will be billed at said third-party contractor rate not included in the above estimate. Alternatively, the Agency may enter into a separate agreement with third-party contractor and will be responsible for all actual costs incurred.

Exhibit C-1

Reimbursement Method

Agency agrees to reimburse Railroad for One Hundred Percent (100%) of actual costs incurred by Railroad in connection with the Railroad Work. During the performance of the Railroad Work, Railroad will provide progressive billing to Agency based on Railroad's actual costs. Within one hundred twenty (120) days after completion of the Project, Railroad will submit a final billing to Agency for any balance owed Railroad in connection with the Railroad Work. Agency shall pay Railroad within thirty (30) days after Agency's receipt of any progressive and final bills submitted by Railroad.