



Texas Department of Transportation

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CENTURION
CONSULTING CORP.

P.O. BOX 1386 • HOUSTON, TEXAS 77251-1386 • (713) 869-4571

April 11, 1995

Contact: GYJ-CCA

Harris County
CSJ 0912-71-438
VA: Battleground at Deer Park
Enhancement Project

Mr. Dan Spain, P.E.
Centurion Consulting Group
9000 Gulf Freeway, Suite 250
Houston, Texas 77017

Dear Mr. Spain:

Refer to the Agreement for the Acquisition of the Historical Bridge document enclosed. This letter is to give written authorization to the City of Deer Park and Centurion Consulting Group for the removal of the historical bridge from the existing location. Please make reference to Page 3, Section 1-C, which states that you will have 30 days in which to accomplish this. It will be up to the interested parties to coordinate with the Waco District as to the storage of the bridge until it will be transported and relocated to the City of Deer Park.

Should you have any questions concerning this matter, please contact Mr. Javier M. Zamora at (713) 802-5793.

Sincerely,

Gary A. O'Field, P.E.

for Gus Nowak, P.E.
Consultant Contract Engineer
Houston District

JMZ:lb

Attachment

bc: Mr. Gabriel Y. Johnson, P.E.
Ms. Eliza Polansky, Waco District

STATE OF TEXAS

COUNTY OF CORYELL

AGREEMENT FOR THE ACQUISITION
OF A HISTORIC BRIDGE STRUCTURE
(COUNTY-OWNED FACILITY)

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter identified as the "State", the County of Coryell, acting by and through its duly authorized officers, hereinafter identified as the "County" and The City of Deer Park, Texas, hereinafter identified as the "Recipient".

WITNESSETH

WHEREAS, the County owns and operates a system of roadways for public use and benefit including County Road No. 322, and

WHEREAS, the County roadway includes a bridge structure at the Leon River, hereinafter identified as the "Bridge", that has been determined eligible for listing in the National Register of Historic Places; and

WHEREAS, 23 USC 144 established the Historic Bridge Program to provide for the rehabilitation, reuse and preservation of historic bridges; and

WHEREAS, the Historic Bridge Program provides that any State which proposes to demolish a historic bridge for a replacement project under a federal-aid program shall make the bridge available for donation to public or private entities; and

WHEREAS, on the 4th day of October, 1993, the Recipient submitted a proposal to the State evidencing its desire to acquire the Bridge under the provisions of the Historic Bridge Program; and

WHEREAS, the State has accepted the Recipient's proposal to acquire the Bridge and preserve the Bridge in accordance with the provisions of the Historic Bridge Program and this agreement;

A G R E E M E N T

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

1. USE AND ACQUISITION OF THE BRIDGE

A. The Recipient agrees that the Bridge will not be used as a public road as a vehicular traffic facility. The Recipient shall submit plans to the State and the County indicating the proposed location where the Bridge will be relocated, how the Bridge will be removed from the existing location and reassembled at the new location, and how the Recipient will use the Bridge. The plans shall be approved by the State and the County prior to the Recipient having the opportunity to acquire the Bridge.

B. The Recipient agrees to preserve and maintain the Bridge and the features that give it its historic significance, adhering to the provisions of the U.S. Secretary of Interior's Standards for Rehabilitation (National Park Service, 1992), hereby incorporated by reference and made a part of this agreement as though fully set forth herein. The State shall inspect the Bridge solely for the purpose of verifying that it has been re-erected according to the approved plans. Written approval must be granted by the State prior to authorization of reimbursement of the amount defined herein.

C. The Recipient shall have the Bridge completely removed from the existing location within 30 days from date of the State's written authorization to remove the facility. The State and the County will be afforded the opportunity to inspect and monitor the actual removal of the Bridge. In the event the Recipient has not removed the Bridge to the satisfaction of the State, the State may remove the Bridge and this agreement will be terminated. The State will not be responsible to the Recipient for any reimbursement of costs in the event this agreement is terminated, and title of Bridge remains with the County.

D. The Recipient must have the Bridge re-erected at the new location within 90 days from the date of final removal from the current location.

2. REIMBURSEMENT OF COSTS

The State will reimburse the Recipient an amount not to exceed ten-thousand dollars (\$10,000) for costs the Recipient incurs in relocating the Bridge, provided the Recipient agrees to and complies with all terms and conditions established in this agreement. Payment will be made within thirty (30) days from the date of the State's final approval of the reassembled Bridge.

3. ASSUMPTION OF TITLE AND RESPONSIBILITY

Unless otherwise provided herein, the Recipient shall immediately assume title and all future legal and financial responsibility for the Bridge upon the Recipient's receipt of the State's written authorization to remove the Bridge from the existing location.

4. TRAFFIC CONTROL

The County shall be responsible for developing the traffic control plans and erecting the traffic control devices required during the Recipient's removal of the Bridge. The Recipient shall notify the County 15 days prior to beginning the removal of the Bridge and shall be responsible for obtaining any necessary permits for the removal, transportation and reassembly of the bridge.

5. INDEMNIFICATION

The Recipient shall indemnify and hold harmless the State, the County, its officers and employees from all claims and liabilities due to the activities of the Recipient, its agents, contractors, officers and employees performed under this agreement and which result from an error, omission or negligent act of the Recipient or any person employed or contracted by the Recipient. The Recipient shall also indemnify and hold harmless the State, the County, its officers and employees from any and all expenses, including attorneys fees which might be incurred by the State, the County, its officers and employees in litigation or otherwise resisting said claim or liabilities which might be imposed on the State and/or the County as the result of such activities by the Recipient, its agents or employees.

6. INSURANCE

The Recipient and/or its contractors must secure insurance prior to being allowed to remove the Bridge. The Recipient must contact the County to determine the required insurance coverage.

7. TERMINATION

In addition to the provisions established in Article 2, this agreement may be terminated by any of the following conditions

(1) By mutual agreement and consent of both parties

(2) By the State giving written notice to the Recipient as a consequence or failure by the Recipient to satisfactorily perform the responsibilities and obligations set forth in this agreement, with proper allowance being made for circumstances beyond the control of the Recipient, as determined by the State. The Recipient will be afforded ten (10) days to remedy the breach as outlined by the State

(3) By either party, upon thirty (30) days written notice to the other party.

Termination of this agreement shall extinguish all rights, duties, obligations and liabilities of the State and the Recipient under this agreement. In the event this agreement is terminated, the State will not be liable to the Recipient for any funds established under this agreement. Additionally, the Recipient will not be allowed to assume any actions to remove the Bridge from the existing location.

8. RIGHT OF FIRST REFUSAL

Should the Recipient propose to sell, donate, or otherwise transfer title to the Bridge at any time after its relocation, the Recipient shall notify the Mother Neff State Park Association of Moody, Texas, at least 30 days in advance of said transference. The Mother Neff State Park Association shall have 20 days from the receipt of such notice to exercise its right of first refusal and acquire the Bridge in accordance with the terms established by the Recipient.

9. CIVIL RIGHTS COMPLIANCE

In order to receive funds under this agreement, the Recipient agrees to comply with the Civil Rights requirements established in 49 CFR 21 and 23 CFR 710.405(b), hereby incorporated by reference and made a part of this agreement.

10. DISPUTES

Should disputes arise as to the parties' obligations or responsibilities established in this agreement, the State's decision shall be final and binding.

11. AMENDMENTS

Any changes in the costs, character, responsibilities or obligations established herein shall be enacted by written amendment executed by all parties hereto.

12. GRATUITIES

Texas Transportation Commission policy mandates that employees of the State shall not accept any benefit, gifts, favors or gratuities from any person or business doing business with the State under this agreement. The only exceptions allowed are ordinary business lunches and items that have received the advance approval of the State's Executive Director. Any person or organization doing business with the State may not make any offer of benefits, gifts, favors or gratuities to State employees, except as mentioned hereabove. Failure on the part of the Recipient to adhere to this policy may result in termination of this agreement.

13. LEGAL CONSTRUCTION

In case one or more provisions contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

14. PRIOR AGREEMENTS SUPERSEDED

This agreement supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

04/11/95

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THE ENVIRONMENTAL SECTION AUSTIN

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IN WITNESS WHEREOF, duly authorized representatives of the State, the County, and the Recipient
have signed triplicate counterparts of this agreement

THE RECIPIENT
BY: *Jimmy Burke*
JIMMY BURKE
TYPED NAME
MAYOR
TITLE
OCTOBER 31, 1994
DATE

THE COUNTY OF CORYELL
BY: *Hiram Davidson*
HIRAM DAVIDSON
TYPED NAME
Coryell County Commissioner Pct. 3
TITLE
April 10, 1995
DATE

THE STATE OF TEXAS

Certified as being executed for the purpose and effect of activating and/or carrying out the orders,
established policies, or work programs heretofore approved and authorized by the Texas Transportation
Commission under the authority of Minute Order No. 100002

BY: *Dianna F. Noble*
Dianna F. Noble, P.E.
Director of Environmental Affairs

4-11-95
DATE

* THE PARTY INVOLVED REALIZES THIS IS A FAXED PAGE
AND AN ORIGINAL WILL HAVE TO BE SIGNED AT A FUTURE DATE.