

### Historic Bridge Legacy Program Reuse Proposal Checklist

**\*\*In the interest of time and planning a project, please indicate to TxDOT *as soon as possible* an interest in reusing a historic bridge.\*\***

Proposals submitted to TxDOT for the reuse of a historic bridge should include the following elements:

- Name and contact information for organization/interested new owner
- Name and contact information for structural engineer for the project
- The distance the bridge will need to be moved from its current site to the new site
- Will the bridge be stored prior to reuse? If so, where? For how long?
- Map(s) showing the new location of the historic bridge. This could include aerial photographs, city street maps, or USGS topographic maps
- Images of the site where the historic bridge would be relocated
- A cost estimate for rehabilitation of the bridge into an existing site
- What will be your funding source?
- If necessary, how do you plan to address the lead paint on the bridge?
- Estimated time necessary for rehabilitation and/or estimated time before the bridge will be put into reuse, if storing the bridge. If the project will be phased, discuss the steps in each phase.
- Statement indicating willingness to:
  - Accept title to (ownership of) the bridge
  - Sign maintenance and rehabilitation agreements (see attached sample agreement)
  - Assume all legal and financial responsibility for the bridge
  - Hold TxDOT and FHWA harmless in any liability action

## **S A M P L E   A G R E E M E N T**

### **Article 1. Assignment of Ownership of the Historic Bridge**

- A.** Ownership of the Historic Bridge is relinquished by the Local Government and assumed by the Recipient at a time mutually agreed upon in writing by all the parties, or when the work performed by the State as outlined in Attachment B is completed and the bridge is in the care, custody, and control of the Recipient.
- B.** Ownership by the Recipient includes full and immediate responsibility for all future legal and financial matters relating to the Historic Bridge, including compliance with applicable federal, state, and local government laws, rules, and regulations.

### **Article 2. Adaptive Use of the Historic Bridge**

- A.** The Historic Bridge shall not be used on a public road as a vehicular traffic facility.
- B.** The Recipient shall preserve and maintain the Historic Bridge and the features that give it its historical significance, adhering to the provisions of the U.S. Secretary of Interior's Standards for Rehabilitation (36 CFR 67.7) incorporated by reference and made a part of this agreement as though fully set forth within it.
- C.** The Recipient shall consult with the State Historic Preservation Officer (SHPO) in the future prior to altering, renovating, or transferring ownership of the Historic Bridge.
- D.** The Recipient shall be responsible for complying with applicable laws, regulations, or ordinances of federal, state or local authorities regarding the abatement, handling, removal, storage or disposal of lead-based paint or lead waste material.
- E.** The Recipient shall permit the State or its authorized representative access to any temporary or permanent relocation site to perform any activities required to execute the work. The Recipient shall provide for all necessary real property and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.
- F.** After completion of the modification, restoration, or preservation work on the Historic Bridge as described by the Recipient and contained in the approved proposal (Attachment A), the State will visit the site solely for the purpose of confirming that the work has been accomplished.

### **Article 3. Scope of Work and Funding**

- A.** The work to be performed by the State is described in Attachment B. The work to be performed by the Recipient is described in Attachment C. Attachments B and C are attached to and made part of this agreement. Funding obligations for the State and funding obligations for the Recipient are described in Attachments B and C, respectively.
- B.** The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or

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investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

#### **Article 4. Indemnification**

- A.** The Recipient shall indemnify and hold harmless the State and its officers and employees from all damages, claims, and liabilities, including those arising from injury to or death of persons or loss of or damage to property, arising out of, incident to, or in any manner connected with the relocation, maintenance, or operation of the Historic Bridge, which indemnification shall extend to and include any and all court costs, attorney's fees, and expenses related to or connected with any claims or suits for damages and shall, if requested in writing by the State to do so, assist with or relieve the State from defending any suit brought against it.
- B.** The materials (bridge parts) that are the subject of this agreement may present a lead-based paint hazard whereby exposure to lead from lead-contaminated dust, lead-contaminated soil, lead-contaminated paint that is deteriorated or present in accessible surfaces, friction surfaces, or impact surfaces that would result in adverse human health effects. A risk assessment or inspection for possible lead-based paint hazards is recommended. You may be required to comply with the rules of the occupational safety and health administration meant to safeguard construction workers that may be exposed to lead.

You agree to hold harmless, defend, and indemnify the State and its representatives, employees and agents against all obligations, responsibilities, and liabilities (including attorneys' fees), including damage arising from personal injury, death, property injury, environmental harm, consequential damages or any other loss, arising from the materials, arising from any activities related to the materials, including use or disposal of the materials, occurring on or after the effective date of this letter agreement. The loss or liabilities that are the subject of this paragraph include all obligations, responsibilities, and liabilities arising from the State's and its representatives', employees' and agents' own negligence, actions or inactions that relate to the materials. The loss or liabilities that are the subject of this paragraph also include any strict or other liability under any environmental laws, including, but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Texas Solid Waste Disposal Act, and the Texas Water Code.