**STATE OF LOUISIANA**

**LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

**SIDEWALK AGREEMENT**

**STATE PROJECT NO. H.xxxxxx**

**FEDERAL AID PROJECT NO. Hxxxxx**

**NAME OF PROJECT**

**NAME OF ROUTE**

**NAME OF PARISH**

**THIS AGREEMENT**, made and executed in two originals on this \_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, by and between the **Louisiana** **Department of Transportation and Development,** hereinafter referred to as **DOTD,** and the **Name of Entity**, a political subdivision of the State of Louisiana, hereinafter referred to as **Entity;**

**WITNESSETH**: That;

**WHEREAS**, DOTD is presently preparing plans for the [enter scope of work between Route\_\_\_ and \_\_\_\_ to \_\_\_\_\_\_ lanes], including the replacement of sidewalks where sidewalks presently exist and/or construction of new sidewalks; and

**WHEREAS**, Entity has requested DOTD to include in its plans and construction the installation of sidewalks at designated area(s) along [enter location]; and

**WHEREAS**, DOTD is agreeable to Entity’s request provided that the Entity, assumes the cost of construction of the sidewalk(s) and Entity agrees that, upon completion of construction Entity assumes ownership and responsibility for operation and maintenance of the sidewalk(s).

**NOW, THEREFORE**, in consideration of the premises and mutual dependent covenants herein contained, the parties hereto agree as follows:

The foregoing recitals are hereby incorporated into this agreement.

**ARTICLE I**

For the purpose of identification, the construction of the project including the proposed sidewalks will be designated as **State Project No. H.xxxxxx** and **Federal Project No. Hxxxxx.**

**ARTICLE II**

Entity will furnish all services incidental to the acquisition of all servitudes which may be required for the construction of the sidewalks along the project described herein.

**ARTICLE III**

Entity/DOTD shall, at its expense, prepare complete plans and specifications for the proposed concrete sidewalk within the limits established in the preamble; Entity/DOTD will advertise for and receive bids for the construction of the sidewalk; and will enter into a contract and supervise the construction of the sidewalk.

**ARTICLE IV**

While DOTD’s engineers shall be charged with the supervision of construction, the right shall be reserved to the Entity to inspect the additional work, as covered herein, at any time during construction. Nothing, however, in this agreement shall be construed to make the Entity a party to the contract between DOTD and its contractor.

**ARTICLE V**

**Use when DOTD or FHWA is paying 100% for the system:**

The DOTD agrees to pay 100% of the construction cost of the Project.

**Use when Entity pays a match:**

If applicable, Entity shall, upon demand of DOTD, pay the total costs of construction of the sidewalk as provided below.

Upon receipt of bids by DOTD and concurrence in the award of contract by Entity to the low bidder, Entity shall, upon demand of DOTD, deposit with DOTD the total amount of the contract cost for the sidewalk based on the contract bid prices. Overruns and/or underruns in the cost of the sidewalk construction will be determined after completion of the construction and the proper party will be reimbursed accordingly.

**ARTICLE VI**

Entity shall hold DOTD, its officers, agents and employees, harmless from any and all liability or claim for damages arising out of the project including death or injuries to third parties, which claims arise out of negligence of the Entity, its officers, agents or employees. Entity shall indemnify, save harmless, and defend DOTD, its officers, agents and employees, against any and all claims, demands, suits and judgments for sums of money allegedly due to any party for loss of life or injury or damage to persons or property growing out of, resulting from, or by reason of, any act or omission, operation or work of Entity, its agents, servants or employees while engaged upon or in connection with the obligations assumed herein or the services required or performed by Entity or resulting from the ownership, possession or control of the sidewalks.

**ARTICLE VII**

The parties agree to abide by the requirements of the following as applicable: Titles VI and Title VII of the Civil Rights Act of 1964, as amended; the Equal Opportunity Act of 1972, as amended; Federal Executive Order 11246, as amended; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans’ Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990, as amended, and Title II of the Genetic Information Nondiscrimination Act of 2008.

The parties agree not to discriminate in employment practices, and shall render services under the contract without regard to race, color, age, religion, sex, national origin, veteran status, genetic information, political affiliation, disability, or age in any matter relating to employment.

Any act of discrimination committed by the Entity, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

**ARTICLE VIII**

Upon completion of construction of the Project, Entity shall assume ownership of andshall be responsible for all maintenance and operation of all sidewalks installed under this Project.

**ARTICLE IX**

This agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

**ARTICLE X**

The exclusive venue for any suit arising out of this Agreement shall be in the Nineteenth Judicial District Court for the Parish of East Baton Rouge, State of Louisiana.

**IN WITNESS THEREOF**, the parties have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

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| --- | --- | --- |
|  |  |  **ENTITY NAME** |
|  |  | BY: |  |
|  |  |  |  |
|  |  |   |
|  |  | Typed or Printed Name |
|  |  |  |  |
|  |  |   |
|  |  | Title |

XXXXX

Taxpayer Identification Number

XXXXX

Unique Entity ID Number (SAM)

XXXXX

Assistance Listing Number (ALN)

 **STATE OF LOUISIANA**

 **DEPARTMENT OF TRANSPORTATION**

 **AND DEVELOPMENT**

|  |  |  |  |
| --- | --- | --- | --- |
|  |  | BY: |  |
|  |  |  | Secretary |
|  |  |  |  |
|  |  | RECOMMENDED FOR APPROVAL: |
|  |  |  |  |
|  |  | BY: |  |
|  |  |  | Division Head |