CITY OF CENTRAL

BY COUNCILWOMAN FRALICK

ORDINANCE NO. 2015-42

AN ORDINANCE TO APPROVE THE PROPOSED AGREEMENT FOR STATE PROJECT NO. H.002320 (SIDEWALKS) / FEDERAL AID PROJECT NO. H.002320 TO BE ENTERED INTO BETWEEN THE LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT, STATE OF LOUISIANA, AND THE CITY OF CENTRAL; AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT; AND TO PROVIDE FOR RELATED MATTERS

WHEREAS, the Louisiana Department of Transportation and Development ("DOTD") is presently preparing plans to widen to four lanes with curb and gutter, sidewalks, sanitary sewer, and traffic signals, Sullivan Road (LA 3034) from Central Woods Avenue to Hooper Road, including the replacement of sidewalks where sidewalks presently exist and construction of new sidewalks; and

WHEREAS, the City of Central has requested that DOTD include in its plans and construction the installation of sidewalks at a designated area along LA 3034 (Sullivan Road) from Central Woods Avenue to Hooper Road; and

WHEREAS, DOTD is agreeable to the City of Central's request provided the City of Central agrees to maintain that portion of the sidewalks upon completion of construction;

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Central, State of Louisiana as follows:

Section 1: The Council for the City of Central hereby authorizes and directs the Mayor of the City of Central to execute the agreement for State Project No. H.002320 (sidewalks) / Federal Aid Project No. H002320 ("Project") with the Louisiana Department of Transportation and Development ("Agreement"). A copy of the proposed Agreement is attached as Exhibit "A".

Section 2. The specific terms and conditions of this Ordinance shall prevail against other ordinances of the City to the extent that there may be any conflict.

Section 3. If any section, subsection, sentence, clause or provision of this Ordinance is declared by a court of competent jurisdiction to be invalid, such declaration of invalidity shall not affect the validity of the Ordinance as a whole, or parts thereof, other than the part declared invalid. The remainder of the Ordinance shall not be affected by the declaration of invalidity and shall remain in force and effect.

Section 4. Effective Date. This Ordinance shall be effective upon publication.

Introduced before the Council on October 13, 2015.

Notice of public hearing was published in The Advocate on the 22nd day of October, 2015.

This Ordinance having been submitted to a vote, the vote thereon was as follows:

For: Ellis, Evans, Fralick, Messina, Vance
Against: None
Absent: None

Adopted this 27th day of October, 2015.

Signed this 30th day of October, 2015.

Delivered to Mayor on the 2nd day of November, 2015:

Mark Miley, City Clerk

Approved:

I. M. Shelton, Jr., Mayor

Received from Mayor on the 2nd day of November, 2015:

Mark Miley, City Clerk

Adopted Ordinance published in The Advocate on the 5th day of November, 2015.

Exhibit A

PROPOSED AGREEMENT FOR STATE PROJECT NO. H.002320 (SIDEWALKS)/FEDERAL AID PROJECT NO. H002320 TO BE ENTERED INTO BETWEEN THE LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT, STATE OF LOUISIANA, AND THE CITY OF CENTRAL

STATE OF LOUISIANA
LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

STATE PROJECT NO. H.002320 (SIDEWALKS)
FEDERAL AID PROJECT NO. H002320
SULLIVAN RD (WAX - HOOPER)
ROUTE: LA 3034
EAST BATON ROUGE PARISH

THIS AGREEMENT, made and executed in three (3) originals on this _____ day of _____, 2015, by and between the **Louisiana Department of Transportation and Development,** hereinafter referred to as **DOTD,** and the **City of Central**, a political subdivision of the State of Louisiana, hereinafter referred to as **Entity;**

WITNESSETH: That;

WHEREAS, the DOTD is presently preparing plans to widen to four lanes with curb and gutter, sidewalks, sanitary sewer, and traffic signals, on Sullivan Road (LA 3034) from Central Woods Avenue to Hooper Road, including the replacement of sidewalks where sidewalks presently exist and construction of new sidewalks; and

WHEREAS, the Entity has requested the DOTD to include in its plans and construction the installation of sidewalks at designated area along LA 3034 (Sullivan Road) from Central Woods Avenue to Hooper Road; and

WHEREAS, the DOTD is agreeable to the Entity's request provided the Entity, upon completion of construction, agrees to maintain that portion of the sidewalks;

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

ARTICLE I

For the purpose of identification, the construction of the project including the proposed sidewalks will be designated as State Project No. **H.002320** and **Federal Aid Project No. H002320**.

ARTICLE II

The DOTD 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

The DOTD shall, at its expense, prepare complete specifications for the proposed concrete sidewalk within the limits established in the preamble; 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 the 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

The Entity shall submit a Sidewalk Maintenance, Operation, and Inspection Plan detailing Entity's plans to maintain, operate, manage, inspect, and repair the sidewalks to DOTD. The Entity's Sidewalk Maintenance, Operation, and Inspection Plan must be approved by DOTD prior to the issuance of the Notice to Proceed.

ARTICLE VI

The Entity shall hold the 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 DOTD, its officers, agents or employees. The 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 the Entity, its agents, servants or employees while engaged upon or in connection with the obligations assumed herein or the services required or performed by the Entity or resulting from the ownership, possession or control of the sidewalks.

ARTICLE VII

The Entity agrees to abide by the requirements of the following as applicable: Titles VI and VII of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972, as amended; Federal Executive Order 11246, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended; 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 Entity agrees not to discriminate in its employment practices, and shall render services under this Contract without regard to race, color, age religion, sex, national origin, veteran status, genetic information, political affiliation or disabilities.

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, the Entity shall assume ownership of and shall 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.

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.

WITNESSES:

STATE OF LOUISIANA
CITY OF CENTRAL

_____ BY: _____

_____ _____
Typed or Printed Name

_____
Title

68-0610703
Taxpayer Identification Number

WITNESSES:

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT

_____ BY: _____
Secretary

_____ RECOMMENDED FOR APPROVAL:

BY: _____
Division Head