**STATE OF LOUISIANA**

**LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

**UTILITY RELOCATION 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2022, by and between the **Louisiana** **Department of Transportation and Development,** hereinafter referred to as **DOTD,** and **Name of Entity**, hereinafter referred to as **Entity;**

**WITNESSETH**: That;

**WHEREAS**, DOTD is presently preparing plans to construct [from scope of work], and

**WHEREAS**, the Project requires the relocation of utilities owned by the Entity; and

**WHEREAS**, DOTD is agreeable to relocate the utilities as a part of its construction project and the Entity agrees that, upon completion of the Project, Entity will be responsible for ownership, maintenance, and operation of the relocated utilities, including any shutdowns, loss of service, corrective work and permits in connection with the relocated utilities.

**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 relocation of utilities, will be designated as **State Project No. H.xxxxxx** and **Federal Project No. Hxxxxxx.**

**ARTICLE II**

Prior to advertisement of DOTD’s construction project, Entity will acquire all rights of way or servitudes necessary for the relocation of the utilities, to the extent that relocation occurs outside of DOTD-owned property. Entity will furnish all services incidental to the acquisition of all servitudes which may be required for the relocation of utilities for the Project described herein.

**ARTICLE III**

Entity shall, at its own expense, prepare complete plans and specifications to relocate the utilities.

**ARTICLE IV**

Entity agrees to allow the DOTD, its contractor, or employees or agents thereof to modify the utility installation as part of the DOTD’s construction project. Entity agrees to accept ownership and maintenance of any utility installations newly constructed or modified as part of the DOTD’s construction project, upon final acceptance of such construction project by the department. Thereafter, Entity shall maintain and operate its facilities and appurtenances which are relocated pursuant to this Agreement at its own cost and expense. Entity agrees to apply for and secure all permits necessary for Entity facility (ies) which are newly constructed or modified as part of the DOTD’s construction project, including but not limited to permits from the DOTD for such facilities that are to remain in or are relocated within DOTD’s right-of-way for above named project.

DOTD will have exclusive control over DOTD’s construction and construction engineering and inspection (CE&I) contractors for the Project, including but not limited to, such contractors’ work regarding the Entity facility (ies) that are covered by this agreement. Notwithstanding the foregoing, the Entity will have responsibility for all quality assurance, inspection, and testing necessary to secure any permits related to the facility (ies) and/or to bring the facility (ies) into successful operation. The Utility may also conduct other inspections of construction and installation of the utility Entity (ies) that are covered by this agreement, provided that it shall coordinate its inspection with the DOTD Project Engineer, and the Entity shall not interfere with work of the contractor of DOTD.

**ARTICLE V**

Upon completion of construction of the Project, Entity shall be responsible for any defects, shutdowns, loss of service, corrective work, and permits in connection with the relocated utilities.

**ARTICLE VI**

The cost of the utility relocation work to be incorporated into DOTD’s construction project is estimated to be $XXXXXX.

DOTD will fund the cost of relocating the utilities.

OR

Entity will fund the cost of relocating the utilities. The estimated cost to be paid by the Entity is required to be remitted to DOTD prior to advertisement of the DOTD construction contract. Any difference between the estimated cost set forth above and the actual cost of relocation items will be reconciled at the conclusion of the construction contract, and Entity will be required to remit such difference to DOTD upon demand of DOTD, or DOTD will remit such difference to Entity, as applicable.

OR

DOTD and Entity will jointly fund the cost of relocating the utilities based on a XX/XX percentage split, respectively. The estimated cost to be paid by the Entity is required to be remitted to DOTD prior to advertisement of the DOTD construction contract. Any difference between the estimated cost set forth above and the actual cost of relocation items will be reconciled at the conclusion of the construction contract, and Entity will be required to remit such difference to DOTD upon demand of DOTD, or DOTD will remit such difference to Entity, as applicable.

**ARTICLE VII**

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 utilities being relocated.

**ARTICLE VIII**

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 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.

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

Taxpayer Identification Number

Unique Entity ID Number (SAM)

Assistance Listing Number (ALN)

**STATE OF LOUISIANA**

**DEPARTMENT OF TRANSPORTATION**

**AND DEVELOPMENT**

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