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## 6.0 THIRD PARTY AGREEMENTS

The Contractor shall support CDOT in obtaining all third-party approvals required to complete the Work, except as otherwise specified in the Contract Documents. Third-party coordination and approvals will be required from, but not limited to, the following agencies: Otero Ditch Company and Picketwire Ditch Company. The work affecting Picketwire Ditch Company is an ARE. If the ARE is not included in the Contract all work required in regard to Picketwire Ditch Company in this section does not apply.

The Contractor shall not impact the Railroad for any reason. The Contractor shall not enter into any agreements with the railroad.

The work related to Utility Company requirements are addressed in Book 2, Section 7 – Utility Relocations.

### 6.1 Contractor Required Agreements

The Contractor shall be required to execute Agreements between CDOT and other Third Parties, which shall include, but may not be limited to:

1. Agreements with the Otero Ditch Company for all Work associated with the structure replacement of M-22-U.
2. Agreements with the Picketwire Ditch Company for all Work associated with the structure replacement of P-19-G minor.

### 6.2 Irrigation Ditch Companies

This Project includes Work on the Otero Ditch Company property interest and the Picketwire Ditch Company property interest.

“Irrigation Company” shall refer to all irrigation facilities encountered or impacted by the Project for the requirements necessary to complete the Work.

Due to the historic nature of the ditch canals, any relocation and/or change in alignment or profile of the ditch canals will not be considered by CDOT.

This Section 6 provides requirements applicable to Work performed upon or adjacent to the Irrigation Company property interest. Anticipated Work on or adjacent to the Irrigation Company property interest shall be limited to the construction of structures that carry each Irrigation Company’s flow and access modifications required to restore maintenance access for Irrigation Company’s operations impacted by the Work on the Project.

#### 6.2.1 Standards

The Contractor shall design and construct the Project in accordance with the appropriate written specifications, standards of practice (which may include design format), and construction methods that are current at the Proposal Due Date. The Contractor shall obtain all such written specifications, standards of practice, and construction methods from the Irrigation Company and

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submit to CDOT for Acceptance prior to beginning any Work on Irrigation Company property interest. In the event of a conflict between the requirements of the Irrigation Company and the requirements of the Contract Documents, CDOT, in its sole discretion, will determine which shall govern. The Contractor shall be responsible for resolution of any unresolved ambiguity prior to proceeding with any Work associated with the Irrigation Company.

The Contractor shall ensure all Work on the Irrigation Company's property interest allows for future maintenance to be performed outside of the ROW by the Irrigation Company without disruption to the operation or maintenance of US 350 and CO 239.

### **6.2.2 Administrative Requirements**

Within 7 Days after first Notice to Proceed (NTP1), the Contractor shall notify Irrigation Company representatives in writing of Project commencement.

#### Otero Ditch Company Contact Information:

Kenny Mills  
719-469-8841  
PO Box 239, La Junta, CO 81050

#### Picketwire Ditch Company Contact Information:

Jim Jolly  
719-846-3028  
[jim.jolly@comcast.net](mailto:jim.jolly@comcast.net)

The Contractor shall meet with the Otero Ditch Company representatives and CDOT, and the Picketwire Ditch Company representatives and CDOT as soon as practicable after NTP1 to review all points of concern and other items that may affect the Project schedule. The Contractor shall identify critical Activities and sequences as they affect ditch operations and a plan to effectively mitigate ditch impacts.

The Contractor shall obtain Otero Ditch Company and Picketwire Ditch Company approval in writing, in advance, of methods and procedures covering all Work within the ditch property interest. Copies of such approvals, notices, and correspondence shall be submitted to CDOT.

The Contractor shall be responsible for coordinating, developing, and preparing all agreements to be submitted to the Irrigation Company, including developing the agreement text, all supporting engineering and documentation, and exhibits to the satisfaction of Otero Ditch Company and the Picketwire Ditch Company. The Contractor shall submit the Agreements to CDOT for signature and after CDOT's signature, the Contractor shall then submit the agreement to the Irrigation Company for signature and approval. The final signed Agreement shall be submitted to CDOT for Acceptance prior to construction at each location.

### **6.2.3 Utility Crossings**

Otero Ditch Company and Picketwire Ditch Company are not responsible for Utility Work on ditch property interest. The Contractor shall locate all Utilities on ditch property interest within

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the immediate vicinity of the Work. The Contractor shall certify to the Irrigation Company that all the Utilities on ditch property interest and within the immediate vicinity of the Work have been identified and properly located.

### **6.3 Design Requirements**

#### **6.3.1 Submittals**

All design submittals shall be prepared, reviewed, and submitted in accordance with the requirements set forth in Book 2, Section 3.

The Irrigation Company will review design plans for Work on its properties. The Irrigation Company's review is separate from CDOT oversight. The Contractor shall coordinate the required ditch design reviews with the Irrigation Company. All plans submitted to the Irrigation Company for review and approval shall be in English units. If payment is required for the Irrigation Company's design review, it will be handled via a separate agreement between the Contractor and the Irrigation Company, and shall not be included in the Contract Price.

The Contractor shall obtain Irrigation Company's approval, in writing, of design plans for all of the design elements of the Work within the Irrigation Company property interest. Copies of such approvals, notices, and correspondence shall be submitted to CDOT for Acceptance prior to beginning any Work on Irrigation Company property interest.

### **6.4 Construction Requirements**

The Contractor shall coordinate with the Irrigation Company prior to beginning any construction that affects the operation or flow of the ditch. Ditch flows for Otero Ditch occur yearlong. Generally, ditch flows for the Picketwire Ditch occur between April 1<sup>st</sup> – October 15<sup>th</sup> with additional occurrences in December and March for livestock watering. Working windows for demolition and construction shall be coordinated with the Otero Ditch Company and Picketwire Ditch Company along with their inspectors.

The Contractor shall cooperate with the Irrigation Company where Work is within the limits of the Irrigation Company's property interest and shall perform the Work in such a manner and at such times as not to endanger or interfere with the continuous operation of the canal, property, and the flow of water at or in the vicinity of the Work. No Work shall be performed that interferes with the deeded schedule and volume of flow of the canal, including the delivery of water to its shareholders. The Contractor shall be responsible to the Irrigation Company for all damages for delays that may be sustained by the Irrigation Company caused by any interference that could have been avoided by proper handling of the Work.

The Contractor shall obtain Irrigation Company's approval, in writing, of construction for all of the elements of the Work within the Irrigation Company's property interest. Copies of such approvals, notices, and correspondence shall be submitted to CDOT for Acceptance prior to beginning any Work on Irrigation Company property interest.

The Contractor shall through the owner-controlled insurance program (OCIP) indemnify the Irrigation Company under its insurance coverage during the construction phase.

Upon completion of the Work to be performed within Irrigation Company property interest, the Contractor shall promptly remove all tools, Equipment, Materials, and debris from Irrigation Company property placed there by the Contractor or the Contractor's agents. The Contractor shall restore said property to the same state and condition as when the Contractor entered

thereon, and shall leave said property in a clean and presentable condition satisfactory to the Irrigation Company.

The Contractor shall provide As-Constructed Documents to the Irrigation Company within 10 Days of completion of Work within the Irrigation Company property interest.

## **6.5 Deliverables**

All deliverables shall also conform to the requirements of Section 3 – Quality Management. At a minimum, the Contractor shall submit the following for information, review, Approval, and/or Acceptance:

**Table 6-1 Deliverables**

<b>Deliverable</b>	<b>Information, Review, Acceptance or Approval</b>	<b>Schedule</b>
Written notice to Irrigation Company of Project Commencement (Copies need to be sent to CDOT)	Information	Within 7 Days of NTP1
Final signed Irrigation Company Agreements for Construction (CDOT Form #1028) to CDOT	Information	Prior to construction at each location
Work methods and procedures for Work within Irrigation Company property interest	Acceptance	Approval from Irrigation Company prior to beginning any Work on Irrigation Company property interest
Design plans for Work within Irrigation Company property interest	Acceptance	Approval from Irrigation Company prior to beginning any Work on Irrigation Company property interest
Construction plans for Work within Irrigation Company property interest	Acceptance	Approval from Irrigation Company prior to beginning any Work on Irrigation Company property interest
As-Constructed Documents for Work within ditch property interest	Information	Within 10 days of completion of Work on Irrigation Company property interest

## **6.6 Exhibits**

Exhibit 6-A CDOT Irrigation Company Agreement for Construction (CDOT Form #1028)