

## **6.0 THIRD-PARTY AGREEMENTS**

This Section 6 includes the requirements for the Third Party Agreements Work for the US 550/160 Connection South Design Build Project (Project). This Work shall be completed in accordance with the Contract Documents.

The Contractor shall be responsible for obtaining Third Party approvals required to complete the Work, except as otherwise specified in the Contract Documents. Third-party coordination and approvals may be required from, but not limited to, the Florida Consolidated Ditch Company (FCDC).

Utility Company Agreements are addressed in Book 2, Section 7. Coordination and approval requirements for irrigation ditch companies are addressed in this Section 6.

### **6.1 CDOT Executed Agreements**

CDOT will enter into Agreements as found in Book 2, Section 7. These Agreements are being executed separate from the Contract. If an executed Agreement is not available prior to the Proposal Due Date, CDOT will provide a draft of the Agreement to the Contractor. The Contractor shall be responsible for meeting the requirements included in the executed or draft Agreements provided by CDOT.

### **6.2 Contractor Associated Agreements**

The Contractor shall be required to facilitate execution of Agreements between CDOT and other Third parties, which shall include, but may not be limited to:

1. Agreements with the FCDC for crossing permits associated with the relocation of the Mason Lateral.
2. Agreements with the FCDC for Ditch Construction Agreement associated with the relocation of the Mason Lateral

### **6.3 Irrigation Company**

The Project includes Work on the FCDC ditch Right-of-Way (ROW) and on public and private properties along the flow channel of the irrigation ditch.

A draft of the Irrigation Company Agreement for Construction between FCDC and CDOT is included as Exhibit 6-A in the Reference Documents. The Contractor shall be required to comply with the terms and conditions as set forth in the executed Agreement as required by Section 6.2 and Exhibit 6-B. Any requirements related to private ditch relocation Work to be completed by the Contractor are included in Book 2, Section 8 and Book 2, Section 12.

This Section 6 provides requirements applicable to Work performed upon or adjacent to the ditch ROW. Anticipated Work on or adjacent to ditch ROW shall be limited to the construction of Structures that carry each ditch's flow, access modifications required to restore maintenance access for ditch operations impacted by the Work on the Project.

### **6.4 Standards**

The Contractor shall design and construct the Project in accordance with the requirements included in the executed Irrigation Company Agreement for Construction between CDOT and FCDC (including written specifications, standards of practice, and construction methods) and the standards referenced in Book 3. The Contractor shall use the latest adopted edition at the time of the Proposal Due Date. In the event of a

**Request for Proposal  
US 550/160 Connection South Design Build  
NHPP 5501-029 Sub Account 22420  
Book 2 – Technical Requirements  
Section 6 – Third-Party Agreements**

---

conflict between the requirements of FCDC and 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 ditch Work.

The Contractor shall ensure all Work on ditches allows future maintenance to be performed outside of the ROW by FCDC without disruption to the operation or maintenance of US 550.

## **6.5 Administrative Requirements**

Within 7 Days after First Notice to Proceed (NTP1), the Contractor shall notify FCDC representatives in writing of Project commencement. FCDC contact information can be found in the Utility contact information included with the Irrigation Company Agreement for Construction in Exhibit 6-A.

The Contractor shall meet with FCDC 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 plan to effectively mitigate ditch impacts.

The Contractor shall obtain FCDC approval in writing, in advance, of methods and procedures covering all Work within the ditch ROW. Copies of such approvals, notices, and correspondence shall be submitted to CDOT.

The Contractor shall be responsible for coordinating, developing, and preparing all Ditch Construction Agreements to be submitted to FCDC, including developing the Agreement text, all supporting engineering and documentation, and exhibits to the satisfaction of FCDC. CDOT will supply an agreement template upon request. The Contractor shall submit the Agreement to CDOT for signature and execution by CDOT and FCDC.

### **6.5.1. Utility Crossings**

FCDC is not responsible for Utility Work on ditch ROW. The Contractor shall locate all Utilities on ditch ROW within the immediate vicinity of the Work. The Contractor shall certify to FCDC that all the Utilities on ditch ROW and within the immediate vicinity of the Work have been identified and properly located.

## **6.6 Design Requirements**

### **6.6.1. Submittals**

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

FCDC will review design plans for Work on its properties in accordance with Exhibit 6-B. FCDC review is separate from CDOT oversight. The Contractor shall coordinate the required ditch design reviews with FCDC. All plans submitted to FCDC for review and approval shall be in English units. Payment for FCDC design review will be handled via a separate agreement found in Exhibit 6-C between CDOT and FCDC and shall not be included in the Contract Price. The Contractor shall obtain FCDC approval in writing of design plans for all of the Work within its ROW. Exhibit 6-B will set forth the review times and requirements for submittals.

The Contractor shall submit copies of all FCDC approvals, notices, and correspondence including approval of the design plans to CDOT for Approval prior to the start of the Work within the ditch ROW within 7 days of FCDC Agreement execution.

**Request for Proposal  
 US 550/160 Connection South Design Build  
 NHPP 5501-029 Sub Account 22420  
 Book 2 – Technical Requirements  
 Section 6 – Third-Party Agreements**

---

The Contractor shall coordinate with FCDC prior to beginning any construction that affects the operation or flow of the ditch. Generally, ditch flows occur between April 1 and November 1, but working windows for demolition and construction shall be coordinated with FCDC.

The Contractor shall cooperate with FCDC where Work is within the limits of the ditch ROW to expedite the Work and to avoid interference with the operation of ditch flow.

The Contractor shall perform the Work in such a manner and at such times as not to endanger or interfere with the continuous operation of the ditch and 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 Ditch, including the delivery of water to its shareholders. The Contractor shall be responsible to FCDC for all damages for delays that may be sustained by FCDC caused by any interference that could have been avoided by proper handling of the Work.

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

Upon completion of the Work to be performed within ditch ROW, the Contractor shall promptly remove all tools, Equipment, Materials, and debris from ditch 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 FCDC.

The Contractor shall provide As-Constructed Documents to FCDC within 10 Days of completion of Work within the ditch ROW for FCDC acceptance in writing.

**6.7 FCDC Deliverables**

The Contractor shall submit the following to FCDC for information, review, approval, or acceptance:

**Table 6-1 FCDC Deliverables**

<b>Deliverable</b>	<b>information, review, acceptance, or approval</b>	<b>Schedule</b>
Written notice to ditch company (FCDC) of Project commencement	information	Within 7 Days of NTP1
FCDC approvals	information	Copies of FCDC approvals, notices, and correspondence shall be submitted to CDOT
Proposed ditch relocation plan and profiles to FCDC	review	FCDC to be provided 21 days to review and comment on proposed ditch relocation plans
Final ditch relocation plan and profiles to FCDC	approval	FCDC to be provided 14 days to review and comment on final ditch relocation plans
As-Constructed Documents for Work within ditch ROW	acceptance	Within 10 Days of completion of Work on ditch property

## 6.8 CDOT Deliverables

The Contractor shall submit the following to CDOT for Review, Acceptance, or Approval:

**Table 6-2 CDOT Deliverables**

Deliverable	Information, Review, Acceptance, or Approval	Schedule
All FCDC approvals, notices, and correspondence	Approval	Prior to start of Work within the ditch ROW

## 6.9 Exhibits

- Exhibit 6-A Moved draft agreement to the Reference Documents. Exhibit 6-A remains as a placeholder for the executed Agreement
- Exhibit 6-B Basis of Design Recommendations
- Exhibit 6-C Standard Utility Agreement, dated July 27, 2018