

7.0 Third Party Agreements

This Section includes the requirements for the Third Party Agreements Work for the US 160 Elmore's Corner to Dry Creek 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:

1. The Florida Consolidated Ditch Company (FCDC) and the Bureau of Reclamation (BOR) for Work impacting the Florida Canal and the Griffith Ditch. CDOT has entered into Preliminary Service Agreement (PSA) for design review and construction Inspection;
2. The Pioneer Ditch Company for Work impacting the Pioneer Ditch. No PSA anticipated. If necessary, CDOT will enter into a PSA at a later date if required for design review and Inspection;
3. Atmos - No PSA anticipated. If necessary, CDOT will enter into a PSA at a later date if required for design review and Inspection;
4. Enduring Resources IV - CDOT will enter into a PSA and/or Standard Utility Agreement (SUA) for design and construction relocation;
5. Harvest Midstream - CDOT will enter into a PSA for design review and construction Inspection;
6. Hilcorp Energy Company - CDOT will enter into a PSA for design review and construction Inspection;
7. La Plata Electric Association - CDOT will enter into a PSA and/or Standard Utility Agreement for design and construction relocation;
8. La Plata Archuleta Water District - CDOT will enter into a PSA for design review and construction Inspection and /or Standard Utility Agreement for construction relocation;
9. Lumen- No PSA anticipated. If necessary, CDOT will enter into a PSA at a later date if required for design review and construction Inspection;
10. Red Cedar gathering - CDOT will enter into a PSA for design review and construction Inspection;
11. Mach Natural Resources/Simcoe - CDOT has entered into a PSA for design review and construction Inspection;
12. Additional information pertaining to Utility Relocation Agreements are addressed in Book 2, Section 8. Coordination and approval requirements for irrigation and ditch companies are addressed in this Section.

7.1 CDOT Executed Agreements

CDOT will enter into Agreements as found in Exhibit 7-A. CDOT will enter into Preliminary Service Agreements as found in the Reference Documents. These Agreements are being executed separate from the Contract. If an executed Agreement is not available prior to NTP1, CDOT will provide a draft of the Agreement to the Contractor. The Contractor shall be responsible for meeting the requirements included in the executed Agreements. Until draft Agreements are executed, the Contractor shall be responsible for coordinating with Third-Parties as if the Agreement has been executed.

7.2 Contractor Associated Agreements

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

1. Agreements with the Florida Consolidated Ditch Company (FCDC) and the Bureau of Reclamation for crossing Permits associated with the Roadway Work at the Florida Canal crossing.
2. Agreements with the FCDC for ditch construction associated with the Work and relocation of the Griffith Ditch.
3. Agreements with the Pioneer Ditch Company for Work associated with the relocation of the Pioneer Ditch.
4. Execution of the Final Acceptance Letter of Replacement of Irrigation Facilities (Exhibit 7-C) within 10 Days of completion of the Work. Submit the completed and Executed Exhibit 7-C to CDOT for Acceptance once executed.

7.3 Irrigation/Ditch Company

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

The Contractor shall comply with the terms and conditions as set forth in the executed Agreement as required by this Section, Exhibit 7-B and Table 7-1. Any requirements related to private ditch relocation Work to be completed by the Contractor are included in Book 2, Section 9 and Book 2, Section 13.

This Section 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, open ditch that carry each ditch's flow, and access modifications required to restore maintenance access for ditch operations impacted by the Work on the Project.

Table 7-1: Irrigation Construction Summary

Ditch Company/Irrigation Owner	Construction Requirements
Florida Consolidated Ditch Company (FCDC) Jason Cole fcdcooperations@gmail.com (970) 759-3438 (cell) Durango CO 81301 Hayes Lenhart, P.E. Wright Water Engineering hlenhart@wrightwater.com (503) 449-5439 (cell) Bureau of Reclamation (BOR) Kelsey Deckert US BOR Southern Facilities Maintenance Group Chief kdeckert@usbr.gov (970) 903-2680 (cell) (970) 385-6557 Ethan Scott escott@usbr.gov (970) 317-4838 (cell) (970) 385-6572	Florida Canal (STA 138+20) Protect in place. Contractor to coordinate roadway design over structure with FCDC and BOR in accordance with Basis of Design Requirements and standard specifications submitted by FCDC. Seasonal restrictions apply with no interruptions to irrigation flows between April 1st to November 1st each year unless written approval by the FCDC is given. Contractor responsible for all Work, including Agreements/permits associated with the Project. If necessary, CDOT will enter into a PSA at a later date if required for design, review, and Inspection by FCDC. Griffith Ditch (STA 183+60) Contractor to remove/relocate portions of irrigation facility to accommodate proposed Work. Contractor to coordinate design and construction with FCDC in accordance with Basis of Design Requirements and standard specifications submitted by FCDC. Seasonal restrictions apply with no interruptions to irrigation flows between April 1st to November 1st each year unless written approval by the FCDC is given. CDOT to pay for engineering design review and construction Inspection by FCDC. Contractor responsible for all other Work, including Agreements, crossing permits associated with the Project.

Ditch Company/Irrigation Owner	Construction Requirements
Pioneer Ditch Company Ian Crosser Ditch Co Board President ianmcrosser@gmail.com (970) 270-5519 (cell) Mike Shumway Ditch Rider shumwaysprings@gmail.com (970) 749-9382 (cell)	Pioneer Ditch (STA 287+60) Contractor to remove/relocate portions of irrigation facility to accommodate proposed Work. Contractor to coordinate design and construction with PDC in accordance with Basis of Design Requirements and standard specifications submitted by PDC. Seasonal restrictions apply with no interruptions to irrigation flows between April 1st to November 1st each year unless written approval by the PDC is given. Contractor responsible for all Work, including Agreements/permits associated with the Project. If necessary, CDOT will enter into a PSA at a later date if required for design, review, and Inspection by Pioneer Ditch.
Private Irrigation Ditch Lateral See Book 2, Section 9, and Book 2, Section 13 for contact information.	Multiple Relocations at various locations Contractor to remove/relocate portions of private irrigation ditch laterals required to accommodate proposed Work. Coordinate design and construction with private irrigation owners. Seasonal restrictions apply with no interruptions to irrigation flows between April 1st to November 1st each year unless written approval by the private irrigation ditch lateral owner is given. Contractor responsible for the execution of Exhibit 7-C. Contractor responsible for all Work, including Agreements/permits associated with the Project. Additional information can be found in Book 2, Section 13, and Book 2, Section 9.

7.4 Standards

The Contractor shall design and construct the Project in accordance with the requirements included in the executed irrigation Agreement for construction between Contractor and associated ditch company (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 conflict between the requirements of the associated ditch company and the Contract Documents, CDOT and the respective ditch company 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 without disruption to the operation or maintenance of US 160.

7.5 Administrative Requirements

Within 7 Days after First Notice to Proceed (NTP1), the Contractor shall notify all private irrigation ditch lateral owners and ditch company representatives in writing of Project commencement. FCDC and Pioneer Ditch contact information can be found in Table 7-1. Private irrigation ditch lateral owner contact information is included in Book 2, Section 13, Exhibit 13-B and in Book 2, Section 9.

The Contractor shall meet with the various ditch owners 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. These critical Activities shall be incorporated into the Project schedule requirements per Book 2, Section 2.

The Contractor shall obtain ditch 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.

Within 7 Days after the Second Notice to Proceed (NTP2), the Contractor shall notify private irrigation Ditch Lateral representatives in writing of construction commencement. Private Irrigation Ditch Lateral contact information included in Book 2, Section 13, Exhibit 13-B and in Book 2, Section 9.

The Contractor shall provide 90 days written notice to the various ditch representatives prior to starting Work on private irrigation ditch laterals facilities.

The Contractor shall allow the private irrigation facility to operate for 3 months prior to acceptance of the Work by the Owner.

The Contractor shall be responsible for coordinating, developing, and preparing all ditch construction Agreements to be submitted to each ditch company, including developing the Agreement text, all supporting engineering and documentation, and exhibits to the satisfaction of ditch company. CDOT will supply an Agreement template upon request. The Contractor shall submit the Agreement for Acceptance to CDOT and ditch company for signature.

7.5.1 Utility Crossings

Ditch companies are 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 Ditch companies that all the Utilities on ditch ROW and within the immediate vicinity of the Work have been identified and properly located.

7.6 Design Requirements

7.6.1 Submittals

All design submittals shall be prepared, reviewed, and submitted in accordance with the requirements set forth in Book 2, Section 4.

Design requirements include work to be completed by Contractor for Work on irrigation/ditch company and private irrigation ditch lateral, with the requirements set forth in Book 2, Section 9 and Book 2, Section 13.

Ditch companies will review design plans for Work on its properties in accordance with Exhibit 7-B. The ditch company review is separate from CDOT oversight. The Contractor shall coordinate the required ditch design reviews with all Ditch Companies. All plans submitted to Ditch Company for review and approval shall be in English units. Payment for Ditch Company design review will be handled via a separate Agreement found in Exhibit 7-C between CDOT and the ditch company and shall not be included in the Contract Price. The Contractor shall obtain ditch company approval in writing of design plans for all of the Work within its ROW. Exhibit 7-B will set forth the review times and requirements for submittals.

The Contractor shall submit copies of all Ditch Company approvals, including private lateral irrigation owners, 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 irrigation Agreement execution.

The Contractor shall coordinate with Ditch Companies 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 each Ditch Company.

The Contractor shall cooperate with Ditch Company 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 Ditch Company for all damages for delays that may be sustained by Ditch Company 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 the Ditch Companies 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 provide documentary proof evidencing said restoration), and shall leave said property in a clean and presentable condition satisfactory to the Ditch Company.

The Contractor shall provide As-Constructed Documents to Ditch Company within 30 Days of completion of Work within ditch ROW for Ditch Company acceptance in writing.

7.7 Irrigation/Ditch Deliverables

The Contractor shall submit the following to ditch companies and private irrigation ditch lateral owners for information, review, approval, or acceptance:

Table 7-2: Ditch Company Deliverables

Deliverable	information, review, acceptance, or approval	Schedule
Written notice to ditch company (FCDC and Pioneer Ditch) of Project commencement	information	7 Days after NTP1
Written notice to private irrigation ditch lateral of construction commencement	information	7 Days after NTP2
FCDC and Pioneer Ditch approvals	approval	Copies of FCDC and Pioneer Ditch approvals, notices, Agreements, and correspondence shall be submitted to CDOT
Private irrigation ditch laterals	information	90 days written notice to the private owner prior to start of Work
Proposed ditch relocation plan and profiles to FCDC and Pioneer Ditch	review	See Exhibit 7-B
Final ditch relocation plan and profiles to FCDC and Pioneer Ditch	approval	See Exhibit 7-B
As-Constructed documents for Work within ditch ROW	acceptance	Within 30 Days of completion of Work on ditch property
Final Acceptance Letter of Replacement of Irrigation Facilities (Exhibit 7-C)	acceptance	Within 30 Days of completion of Work on ditch property.

7.8 CDOT Deliverables

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

Table 7-3: CDOT Deliverables

Deliverable	Review, Acceptance, or Approval	Schedule
Ditch Agreements	Acceptance	After ditch approval
All ditch companies including private irrigation ditch lateral owners, notices, correspondence including approvals of design plans	Acceptance	Prior to start of Work within the ditch ROW within 7 days of the irrigation Agreement execution.
Final Acceptance Letter of Replacement of Irrigation Facilities (Exhibit 7-C)	Acceptance	Upon execution

7.9 Exhibits

- Exhibit 7-A Draft Agreements are available in the Reference Documents. Exhibit 7-A will be provided upon execution of the Agreements.
- Exhibit 7-A.01 Executed PSA Florida Consolidated Ditch Company
- Exhibit 7-A.02 Executed PSA Mach Natural Resources
- Exhibit 7-A.03 Executed PSA Red Cedar Gathering Company
- Exhibit 7-B FCDC Basis of Design Recommendations
- Exhibit 7-C Final Acceptance Letter of Replacement of Irrigation Facilities for Private Irrigation Ditch Laterals