

with the limits of the Project. Copies of those agreements are provided to the Design-Build Firm as part of the Contract Documents. Those agreements govern the coordination and performance of the utility work for the Project as to the utility entities that have entered into them. The Design-Build Firm shall fully comply with all obligations of the Firm under those agreements. The utility work which will be accomplished concurrently with the highway construction Contract will involve facilities owned by other agencies. Utility Schedules (Utility Relocation and/or Work Schedules) for these agencies are posted on the Department's web site at the following URL address: <ftp://ftp.dot.state.fl.us/permitsandorutilityworkschedules/>.

Take responsibility to obtain this information and comply with all requirements posted on this web site up through five calendar days before the opening of bids.

Where utility work must be coordinated with highway construction operations, the portion of the anticipated utility work period covering such concurrent work may or may not begin on the day highway construction commences and may or may not be consecutive days.

The anticipated scheduling of new work, adjustments and/or relocation work is included on the Utility Schedules. More precise scheduling to accomplish utility work in the most expeditious manner that is feasible will be established at the preconstruction conference as provided in 8-3.5. The Utility Schedules must be used in conjunction with the utility sheets included in the roadway plans.

If the Department's web site cannot be accessed, contact the Department's Specifications office Web Coordinator at (850) 414-4113.

The Design-Build Firm acknowledges and agrees that the Utility Agency Owners under those agreements is hereby made an intended third party beneficiary of this the provisions of 7-11.6.8 with full rights of enforcement under that status as if it was a party to this Contract as to this provision. This provision is made a part of this Contract notwithstanding Section 337.11(1), Florida Statutes, it being agreed by the Design-Build Firm and the Department that said statutory provision prohibits a non-party hereto from claiming incidental third party beneficiary rights, but does not prohibit the express creation of an intended third party beneficiary.

7-11.6.7 Utilities Without Design/Build Utility Agreements: The Department makes no representation that Design-Build Agreements have been executed with all utilities that have facilities located with the limits of the Project. For any utility that has not entered into a Design-Build Utility Agreement, the Design-Build Firm shall be responsible for performing or arranging for the performance of all utility work. The Design-Build Firm's responsibilities shall include, but shall not be limited to the following:

1. Locate, by physical exposure and establishment of both vertical and horizontal limits, all existing facilities within right-of-way limits or impacted by the Project not within right-of-way.

2. Notify and keep informed all Utility Agency/Owner. Notification shall include, but not necessarily be limited to, sending statutory notices under Section 337.403, Florida Statutes, as agent for the Department, where necessary.

3. Determine what work is necessary for utilities that are impacted, including, but not limited to:

- a. Design around if possible,
- b. Protect,
- c. Adjust,