

SECTION 00820

LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

PART 1 GENERAL

1.1 RELATED SECTIONS

- A. Section 00570: Definitions.
- B. Section 00725: Scope of Work.
- C. Section 01355: Environmental Protection.

1.2 GENERAL LEGAL COMPLIANCE

- A. Observe and comply with:
 - 1. Federal and State Laws
 - 2. Local laws and ordinances
 - 3. Regulations, orders and decrees of bodies or tribunals having jurisdiction or authority
 - 4. UDOT Construction Safety and Health Manual
- B. Protect and indemnify the Department and its representatives against claim or liability arising from the violation of any of the above listed items, whether violated by the following companies or their employees:
 - 1. The Contractor
 - 2. Subcontractor(s) at any tier
 - 3. Suppliers of materials or services
 - 4. Any others engaged by the Contractor

1.3 SANITARY, HEALTH, AND SAFETY

- A. Observe the rules and regulations of Federal, State, UDOT Construction Safety and Health Manual, and local health officials.
- B. Do not require employees of the Contractor or subcontractor(s) to work in surroundings, or under conditions that are unsanitary, hazardous or dangerous to health or safety.
- C. Admit any inspector of the OSHA or other legally responsible agency involved in safety and health administration without delay and without presentation of an

inspection warrant to all areas of the work and project site upon presentation of proper credentials.

1.4 EXPLOSIVES

- A. Comply with all laws and ordinances as well as Title 29, Title 30, and Code of Federal Regulations, Part 1926 - Safety and Health Regulations for Construction (OSHA), and the UDOT Construction Safety Manual, whichever is the most restrictive, in the use, handling, loading, transportation, and storage of explosives and blasting agents.
- B. Do not endanger life, property, or new work with the use of explosives.
- C. Accept liability for property damage, injury, or death resulting from the use of explosives.
- D. Notify property owners and public utility companies in the vicinity of the proposed detonation before using any explosives.

1.5 CIVIL RIGHTS

- A. Comply with Federal, State and local laws, rules and regulations that enumerate unlawful employment practices including discrimination because of race, religion, color, sex, age, disability, or national origin, and that define actions required for Affirmative Action and Minority/Disadvantaged Business programs.

1.6 FORESTS

- A. Perform work within or adjacent to State or National Forest under regulations of the State Fire Marshal, Conservation Commission, Forestry Department, or other authority having jurisdiction governing the protection of forests.
- B. Immediately notify the Engineer in writing upon discovering any discrepancy or inconsistency between the Contract and any law, ordinance, regulation, or order, except as noted in this Section, paragraph: Federal Aid Participation.
- C. Keep the project site orderly and clean.
- D. Obtain all required permits.
- E. Prevent and assist with the suppression of forest fires.
- F. Cooperate with responsible forestry officials.

1.7 PERMITS, LICENSES, AND TAXES

- A. Acquire all permits and licenses; pay applicable charges, fees, and taxes; and give all notices necessary to perform the work.
- B. Include these costs in the appropriate unit prices bid for the Contract items.

1.8 PATENTED DEVICES, MATERIALS, AND PROCESSES

- A. Provide proof of legal agreement with the patentee or owner, if necessary, for use of any of the following:
 - 1. Design(s)
 - 2. Devised(s)
 - 3. Material(s)
 - 4. Process(es)
 - 5. Trademark(s)
 - 6. Copyright(s)
- B. Indemnify and hold harmless the Department and any affected third party or political subdivision from claims of infringement that result from use of any patented or copyright item listed above.
- C. Indemnify the Department for costs, expenses, and damages obligated for payment resulting from infringement during the conduct of the work or after the project is completed.

1.9 FEDERAL AID PARTICIPATION

- A. Federal requirements of a Federally assisted Contract supersede conflicting provisions of laws, rules, or regulations.
- B. The Department supervises all work, but appropriate Federal officials inspect and approve the work when there is Federal participation in the Contract. The U.S. Government, however, is not a party to the Contract and will not interfere with the rights of Contract parties.

1.10 PUBLIC CONVENIENCE AND SAFETY - TRAFFIC AND PEDESTRIANS

- A. Perform construction with minimal obstruction to traffic.
- B. Follow the safety provisions of all applicable laws, rules, codes, and regulations to ensure the safety and convenience of the public and property as provided under

Section 00725, articles, “Maintaining Traffic,” (“General,” “Special Detours,” “During Suspension of Work,” and “As Directed by the Engineer.”)

- C. Provide, erect, and maintain all traffic control devices such as barriers, barricades and warning signs to protect the work and the public safety.
 - 1. Use barriers and barricades to delineate highway sections closed to traffic.
 - 2. Illuminate obstructions during darkness and provide warning signs to control and direct traffic.
- D. Erect warning signs before work that may interfere with traffic or where work crosses or coincides with an existing road.
 - 1. Place and maintain warning signs according to the project traffic control plan.
 - 2. Obtain approval before dismantling or removing traffic control devices.
- E. For Pedestrians:
 - 1. Place and maintain warning signs under project traffic control plan.
 - 2. Provide pedestrian access in area where construction interferes with existing sidewalk.

1.11 PROTECTION AND RESTORATION - PROPERTY AND LANDSCAPE

- A. Preserve public and private property during the work.
- B. Engineer verifies reference to the location of monuments and property line markers before they are moved, disturbed, or damaged.
- C. Accept liability for any damage to public or private property resulting from defective work or materials, or non-execution of the Contract.
- D. Maintain liability until the project is accepted.
- E. Restore damaged property to a condition similar or equal to that existing before the damage at no additional cost to the Contract.
- F. Temporarily discontinue work if remains of prehistoric dwelling sites or artifacts of historical or archeological significance are encountered.
- G. Follow procedures outlined in Section 01355, article, “Discovery of Historical, Archeological or Paleontological Objects.”

1.12 PERSONAL LIABILITY OF DEPARTMENT EMPLOYEES

- A. The Department's authorized representatives act solely as agents and representatives of the Department when carrying out the provisions of or exercising the power or authority granted to them under the Contract.
- B. They are not liable either personally or as employees of the Department for actions in their ordinary course of employment.

1.13 NO WAIVER OF LEGAL RIGHTS UPON COMPLETION

- A. Upon completion of the Contract, the Department makes final inspection and notifies the Contractor of acceptance.
 - 1. Final acceptance does not prevent the Department from correcting any measurement, estimate, or certificate made before or after completion of the work.
 - 2. The Department is not prevented from recovering from the Contractor or SURETY or both, overpayment sustained for failure of the Contractor to fulfill the obligations under the Contract.
 - 3. A waiver from the Department of any breach of any part of the Contract is not held as a waiver of any other or subsequent breach.
- B. Assume liability to the Department for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards to the Department's rights under any warranty or guaranty without prejudice to the terms of the Contract.

1.14 RESPONSIBILITY FOR DAMAGE CLAIMS

- A. Protect, indemnify, and hold the State of Utah, UDOT, and their officers, agents, and employees (State) harmless from and against all claims, demands, damages, and causes of action of every kind or character on account of bodily injuries, death, or damage to property arising out of, resulting from, or in any way connected with, the performance of the Contract.
- B. Defend all suits brought upon such claims and pay all costs and expenses incidental to them. The Department has the right, at its option, to participate in the defense of any such suit without relieving the Contractor of any obligation under the Contract.
- C. Provide liability, loss, and expense insurance from a reliable insurance company authorized to do business in Utah, rated "A" or better and with a financial size category of Class VII or larger by A.M. Best Company, at the time of contract execution.

- D. Comply with the following insurance claims notification and processing procedures:
1. Notify the Engineer of all claims within 7 days of notification.
 2. Prior to the final acceptance of the project, provide written notification for all pending claims to the Engineer.
 3. Notify claimants of denied or partially denied claims of \$5,000.00 or less of their right to request re-examination by the UDOT Claims Re-Examination Board, 4501 South 2700 West, West Valley City, UT 84114-8430, phone (801) 964-4556.
 - a. The information provided to the claimant includes:
 - A time deadline for requesting re-examination equal to 7 days after notification of denial or partial denial
 - Address and name of the person to whom it should be directed
 - General information helpful in making a determination
 4. The Board can waive the time deadline.
- E. Cooperate with the UDOT Claims Re-examination Board in resolving disputes regarding denials or partial denials from an insurance carrier.
1. Provide any information possessed by the carrier that the Board believes is pertinent to the determination.
 2. The Board may refer to an insurance carrier's decision and the reason for it.
 3. The determination is based on general applicable standards of insurance adjusting.
 4. The Board does not grant in-person hearings, but relies on documentation prepared by the Contractor, the insurance carrier, the claimant, and the Department.
 5. Neither the insurance carrier nor the Contractor has the right to intervene in a re-examination before the Board.
 6. The board decides the claim as expeditiously as possible.
 7. The decision by the UDOT Claims Re-examination Board is administratively final.
- F. The Department deducts from the Contractor's pay estimate claims that the Contractor's liability insurance carrier denied, but are directed to be paid by the UDOT Claims Re-Examination Board.
- G. Railroad (when applicable)
1. When railroads are involved, Contractor must provide UDOT with insurance policies and certificates for the railroad company in the following kinds and amounts:
 - a. Workman's compensation in statutory limits.

- b. Contractor's Comprehensive General Liability in the minimum limits of \$2 million for injury of any person or \$6 million for injury or death of more than one person in any one accident, and \$2 million for damage to property in any one accident.
 - c. Railroad Protective Liability insurance naming in one policy, the railroad company as the insured, the policy being in conformance with and providing the minimum coverage described in the 23 CODE OF FEDERAL REGULATIONS PART 646A Section 646.11 which provides: "Coverage for bodily injury, death and property damage related to a combined single limit to \$2 million per occurrence with an aggregate of \$6 million for the term of the policy with respect to property damage."
2. Contractor will require the railroad company furnishing insurance policies to refer to UDOT's Project Number listed on the Bid Book on those policies. Write insurance policies in the name of the railroad company.
 3. Refer to the project plans for names of railroad companies.

1.15 INSURANCE REQUIREMENTS

- A. Provide insurance at the time the contract is executed and maintain the policy in force during the entire period of this Contract as described.
 1. Provide Workers' Compensation Insurance and Employers' Liability Insurance, with statutory benefits.
 - a. The Best's rating requirements are waived for coverage provided by the Workers' Compensation Fund of Utah.
 - b. Require all subcontractors at any tier to take and maintain similar policies of Workers' Compensation Insurance.
 2. Provide Comprehensive General Liability Insurance of commercial General Liability Insurance or both.
 - a. Include coverage for premises and operations, explosion, collapse, and underground hazards, products and completed operations and hazards, contractual (including this contract and personal injury including employees).
 - b. With limits of not less than \$1,000,000 combined single limit per occurrence, and not less than \$2,000,000 aggregate. Limits can be specified by the Department.
 - c. If this insurance coverage is written on a "claims-made" basis, the certificate of insurance required below shall indicate and the policy shall provide an extended reporting period provision or similar "tail" provision such that claims reported up to 3 years beyond the date of substantial completion of this Contract are covered for insurance coverage.

3. Provide Comprehensive Automobile Liability Insurance, including owned, hired, and non-owned automobiles with limits not less than \$1,000,000 combined single limit per accident.
- B. Maintain Aircraft Liability Insurance with a combined single limit of not less than \$1,000,000 per occurrence when using Contractor-owned aircraft or employing aircraft in connection with the work performed under this Contract.
 - C. All required liability insurance policies required will provide that:
 1. The State of Utah and all institutions, agencies, departments, authorities, and instrumentalities, and while acting within the scope of their duties, all volunteers as well as members of governing bodies, boards, commissions, and advisory committees will be named as insureds but only in respect to work to be performed under this Contract.
 2. Coverage for the above insureds is primary and not contributing.
 3. Incorporate into the insurance policy this statement: "Insurance coverage is extended to include claims reported up to one years beyond the date of substantial completion of this Contract.
 - D. Any policy required by this Article may be arranged under a single policy for the full limit required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability Policy.
 - E. Irrespective of the requirements as to insurance to be carried by Contractor as provided herein; insolvency, bankruptcy, or failure of any insurance company to pay all claims accruing, shall not be held to relieve Contractor of any obligations hereunder.
 - F. Before beginning the work, furnish to the Department certificates evidencing that coverage as specified above are in effect.
 1. Such insurance certificates contain provisions that no cancellation, material change therein or non-renewal becomes effective except upon 30 calendar days prior written notice to the UDOT Contracts, Estimates & Agreements Manager, as evidenced by return receipt, certified mail sent to UDOT Contracts, Estimates & Agreements Manager.

1.16 SITE OF WORK

- A. Refer to complete definition in Section 00570.

1.17 HAULING BY TRUCK - GENERAL

- A. When additional trucks are needed for hauling on site only, on a Federal or State funded project, a subcontract must be in the project office before the additional

trucks begin work on the project site. Hauling to the project site or away from the project site does not require a subcontract approved by the UDOT engineer.

- B. When using additional trucks to fulfill the DBE goal for that project a subcontract approved by the UDOT engineer is always required.

1.18 HAULING BY TRUCK - COMPLIANCE WITH STATE REGULATIONS

- A. Comply with all State regulations regarding hauling by truck.
- B. Comply with all Federal and State regulations regarding hauling for Federal funded projects, including wages and hours.

1.19 AIR QUALITY PROTECTION

- A. Refer to Section 01355: Environmental Protection.
- B. Contact the Utah Division of Air Quality (DAQ) and obtain the appropriate Air Quality Permit for the project. Permit application forms can be obtained from DAQ's web site: <http://www.deq.state.ut.us/EQAIR/PERMITS/pmtforms.htm>

Utah Division of Air Quality
150 North 1950 West
PO Box 144820
Salt Lake City, UT 84114-4810

Phone: (801) 536-4000
Fax: (801) 536-4099

- C. The Contractor is not allowed to proceed with work affecting air quality without an Air Quality Approval Order or Notice of Intent to Approve letter or a Temporary Approval Order for the project, process, or equipment to be used.

PART 2 PRODUCTS Not used.

PART 3 EXECUTION Not used.

END OF SECTION