

SECTION 107

LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

107.01 Laws To Be Observed. The Contractor shall keep fully informed of, and at all times shall observe and comply with, all Federal, State, and Local Laws, ordinances and regulations, and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work or the execution of any documents in connection therewith. The Contractor shall protect and indemnify the Department and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or the Contractor's employees.

The Contractor shall execute and file such documents, statements, and affidavits required under any applicable Federal or State law or regulation affecting the proposal, contract, or the prosecution of the work thereunder. The Contractor shall permit the examination of any records made subject to such examination by any Federal or State law or by regulations promulgated thereunder by any State or Federal agency charged with the enforcement of such law.

107.02 Permits, Licenses, and Taxes. Unless provided for otherwise, the Contractor shall obtain all permits and licenses, pay all charges, fees and taxes, and give all notices necessary and incident to the due and lawful prosecution of the work.

107.03 Patented Devices, Materials, and Processes If the Contractor desires to use any design, device, material, or process covered by letter of patent or copyright, the Contractor shall provide for such use by suitable legal agree-

ments with the patentee or owner. However, whether or not such agreement is made, the Contractor and the Surety shall indemnify and save harmless the Department, any affected third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material, process, trademark, or copyright in connection with the work agreed to be performed under the contract; and shall indemnify the Department for all costs, expenses and damages which it may be obligated to pay by reason of any such infringement at any time during the prosecution of or after the completion of the work.

107.04 Restoration of Surfaces Opened by Permit. Any individual, firm, or corporation wishing to make an opening in the highway must secure a permit from the Department. The right to make openings, construct or reconstruct any utility service in the highway, or grant permits for it at any time is expressly reserved by the Department. The Contractor shall not be entitled to any damages either for the making of openings in the highway or for any delay occasioned thereby.

The Contractor shall allow parties bearing such permits, and only those parties, to make openings in the highway. When ordered by the Engineer, the Contractor shall make all necessary repairs due to such openings in an acceptable manner. Such necessary work will be paid for as extra work, as provided in these specifications, and shall be subject to the same conditions as original work performed.

107.05 Federal Participation. When the United States Government is to pay all or a portion of the cost of a project, the Federal laws authorizing such participation and rules and regulations made pursuant to such laws must be observed by the Contractor. When any Federal laws, rules, or regulations are in conflict with provisions of a federally assisted contract, the Federal requirements shall prevail. These requirements shall take precedence and be in force over and against any such conflicting provisions. The work shall be under the supervision of the Department, but subject to the inspection of

the appropriate Federal agency. Such inspection shall not make the Federal Government a party to the contract, and will not interfere with the rights of either party hereunder.

107.06 Sanitary Health and Safety Provisions. The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of employees as necessary to comply with the requirements and regulations of the South Carolina Department of Health and Environmental Control or of other authorities having jurisdiction.

Attention is directed to Federal, State and local laws, rules and regulations concerning safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions that are unsanitary, hazardous, or dangerous to his health or safety.

The Contractor shall comply with requirements pertaining to noise controls on equipment.

107.07 Air Pollution Control. The Contractor shall comply with the South Carolina Air Pollution Control Laws, Regulations, and Standards as they concern the related work included in the contract. Copies of the requirements may be obtained from the South Carolina Department of Health and Environmental Control, Bureau of Air Quality Control, Columbia, South Carolina. The Contractor shall comply with County or other regulations pertaining to air pollution.

107.08 Quarantine Regulations. The Contractor shall comply with the quarantine regulations of the Clemson University Division of Regulatory and Public Service Programs and the United States Department of Agriculture for plant and insect pest control as they pertain to Witchweed, Imported Fire Ant, or any other insect pest quarantine. The Contractor shall keep informed as to the counties or areas within the State in which quarantine is imposed.

Soil and soil moving equipment, operating in regulated

areas will be subject to plant and insect quarantine regulations. In general, these regulations provide for cleaning soil from equipment before it is moved from regulated areas. Complete information may be secured from the Division of Regulatory and Public Service Programs, Clemson University, Clemson, S. C. and the United States Department of Agriculture. Addresses for the United States Department of Agriculture are as follows:

USDA, APHIS, PPQ
Room 513 Federal Building
334 Meeting Street
Charleston, SC 29403

USDA, APHIS, PPQ
9600 Two Notch Road,
Suite 10
Columbia, SC 29229

USDA, APHIS, PPQ
1030 St. Andrews Road,
Suite A-1
P. O. Box 21792
Columbia, SC 29210

USDA, APHIS, PPQ
1949 Industrial Park Road,
Room 153
P. O. Box 762
Conway, SC 29526

USDA, APHIS, PPQ
2102 Airport Road
Greer, SC 29651

USDA, APHIS, PPQ
P. O. Box 12212
Greenville, SC 29612

USDA, APHIS, PPQ
180 Airport Road, Suite F
Mullins, SC 29574

USDA, APHIS, PPQ
I-95 & Hwy. 68
P. O. Box 707
Yemassee, SC 29945

107.09 Public Convenience and Safety. The Contractor shall at all times conduct the work in such a manner as to reasonably provide for the safety and convenience of the traveling public and of the residents along and adjacent to the highway, and to offer the least practicable obstruction to the flow of traffic. This provision shall not be construed to require the Contractor to provide for the safety and convenience of the traveling public portions of the highway or roadway which are not within the scope and the work being performed by the Contractor as defined by the contract. The Contractor shall

not close any bridge or culvert or any portion of the road to traffic until permission has been granted by the Engineer.

Materials stored upon the highway shall be so placed as to cause the minimum obstruction to the traveling public.

107.10 Construction of Bridges Over or Adjacent to Navigable Waters. All work over, on, or adjacent to navigable waters shall be so conducted that free navigation of the waterways will not be interfered with and that the existing navigable depths will not be impaired except as allowed by permit issued by the U. S. Coast Guard and/or the U. S. Army Corps of Engineers as applicable.

The Contractor shall also provide and maintain such temporary navigation lights and signals as may be required by Coast Guard regulations for the protection of navigation. When in the judgment of the Engineer, the construction has reached a point where such action should be taken, the channel or channels through the structure shall be promptly cleared of all falsework, piling, or other obstructions placed therein to the satisfaction of the Coast Guard. In any case, such clearing shall be completed before the acceptance of the project.

107.11 Traffic Control. The Contractor shall execute the item Traffic Control as required by Section **601**, the plans, the *SCMUTCD*, latest edition (including Part V dated 1992, Revised 1994), and any special provisions included in the contract. The Contractor shall provide, erect and maintain all necessary barricades, warning signs, lights, temporary signals, temporary striping, and other traffic control devices as required by the manual on *Uniform Traffic Control Devices for Streets and Highways* and Section **601**, Work Zone Traffic Control. This work shall be performed without extra compensation unless bid items are set up in the contract. The Contractor shall not be required to provide traffic control on any portion of the highway outside the scope of its work.

The Department will erect and maintain signs on detours or temporary routes that the Contractor is not required to maintain, but the Contractor shall provide and maintain such signs at and along all detours for which it is responsible. The Contractor shall maintain and relocate, where necessary, all regulatory, warning and guide signs in place of those that may be erected by the Department, within the limits of its contract.

The work as defined in the contract shall be considered to have begun with the placing of permanent construction signs by the Contractor. The work shall be considered to have been completed when the Engineer authorizes the Contractor to remove the permanent construction signs and the Contractor does so. The Engineer may permit the Contractor to omit permanent construction signs on low volume roads or streets where the work will be completed within the daylight hours of a single day. However, if the permanent construction signs are omitted, the Contractor shall install temporary signs when the work is in progress.

All barricades, signs, and traffic control devices shall conform to the requirements of the current *South Carolina Manual on Uniform Traffic Control Devices for Streets and Highways*, unless otherwise permitted by the Engineer. All signs in this handbook have been given an identification number, and full-scale drawings of each sign are available for sign fabricators. These manuals and drawings may be obtained from:

Director of Traffic Engineering
South Carolina Department of Transportation
P. O. Box 191
Columbia, SC 29202.

When the work on a roadway is substantially complete, all permanent construction signs will be removed. If signing is required to finish any remaining work, temporary signs shall be used for this purpose.

107.12 Payment for Traffic Control. The Department will pay for Traffic Control on a percentage completed basis as specified in Subsection **601.03**. The price and payment for Traffic Control shall be full compensation for fabricating, providing, preparing, installing, removing or relocating, maintaining, and repairing or replacing all traffic control items as necessary to complete the work. The price and payment for traffic control shall include furnishing all materials, labor, hardware, equipment, tools, incidentals, and miscellaneous items necessary to complete the work.

Payment includes all direct and indirect costs and expenses required to complete the work.

Payment will be made under:

Item No.	Pay Item	Pay Unit
1071000	Traffic Control	Lump Sum

107.13 Correcting Low Shoulder Conditions.

A. Identifying Existing Low Shoulders Before Commencement of Work. Before the placement of the permanent construction signs and before the Contractor begins work on a resurfacing project, the Engineer and the Contractor shall inspect the roads within the project together for determining existing low shoulder conditions. The Contractor shall be responsible for placing low shoulder signs at these locations and for correcting the existing low shoulders where possible by bringing in and spreading borrow material before starting the resurfacing work. The Engineer and the Contractor shall agree on the time that the Contractor will be allowed to perform work on correcting the existing low shoulder conditions. Before the Contractor commences work erecting low shoulder signs and correcting the existing low shoulders, the Engineer shall notify the Contractor in writing of the specific areas requiring low shoulder signs and/or additional work to correct low shoulder conditions and will also specify the time

that the Contractor will be allowed to complete the work. The Contractor will be paid for this work at the contract unit price for Borrow Excavation and Permanent Construction Signs.

B. Maintenance of Low Shoulder Signs During the Project. The Contractor shall maintain all low shoulder signs within the termini of the project until the low shoulder conditions have been corrected to the satisfaction of the Engineer.

C. Work Related to Existing Low Shoulders. Within three (3) working days of completion of the low shoulder correction work, the Engineer shall inspect the prescribed work and, if necessary, direct in writing, the placement of additional low shoulder signs or borrow material before the Contractor commencing paving operations. Once this phase is completed, no further corrective action shall be required by the Contractor until the road surface is paved unless the Contractor is directed to do so by the Engineer.

D. Correction of Low Shoulders Created by Resurfacing. Upon completion of the final riding surface on each road, the Contractor will be allowed three (3) working days to begin correcting low shoulder conditions greater than 2 inches and shall make reasonable efforts, weather permitting, to continue the work until the low shoulder conditions are eliminated to the satisfaction of the Engineer. When necessary, the Contractor shall correct low shoulder conditions greater than 2 inches by placing borrow material against the edge of the pavement or by such other method as directed by Engineer.

When the Contractor is within three (3) days of completing shoulder work on a roadway, the Contractor shall notify the Engineer. Within three (3) working days of such notification the Engineer shall inspect the prescribed work and, if necessary, direct in writing, the placement of additional borrow material.

107.14 Railway Highway Provisions. If the plans require that materials be hauled across the tracks of any railway, the Contractor will arrange with the railway for any new crossing required or for the use of any existing crossings not within the system of public roads.

All work to be performed by the Contractor on the railroad right of way shall be performed at such times and in such manner as not to interfere with the movement of trains or traffic upon the track of the railway company. The Contractor shall use all care and precaution in order to avoid accidents, damage or delay or interference with the railway company's trains or other property.

All charges made by the railway company for the construction or use of new or existing private crossing, for their subsequent removal, and all charges for watchmen or flagmen service at such crossings shall be reimbursed by the Contractor directly to the railway company under the terms of their own arrangements. Such payment by the Contractor to the railway company shall be made before the acceptance of the project.

The Contractor shall conduct all operations which occur on or over the right of way of any railway company fully within the rules, regulation and requirements of the railway company and in accordance with any agreement made between the Department and the railway company, which is made a part of the contract.

107.15 Use of Explosives When the use of explosives is necessary for the prosecution of the work, the Contractor shall exercise the utmost care not to endanger life or property, including the new work. The Contractor shall be responsible for all damage resulting from the use of explosives. All explosives shall be stored in a secure manner in compliance with all laws, ordinances, and regulations.

The Contractor shall comply with all laws and ordinances, as well as with Title 29 Code of Federal Regulations, Part

1926, *Safety and Health Regulations for Construction* (OSHA), whichever is the most restrictive, with respect to the use, handling, loading, transportation, and storage of explosives and blasting agents.

The Contractor shall notify each public utility company having structures in proximity to the site of the work of any intention to use explosives, and such notice shall be given sufficiently in advance to enable the companies to take such steps as they deem necessary to protect their property from injury. Such notice shall not relieve the Contractor of responsibility for any damage resulting from blasting operations.

107.16 Preservation and Restoration of Property, Trees, Monuments, Etc. The Contractor shall not enter upon private property for any purpose without first obtaining permission. The Contractor shall be responsible for the preservation of all public and private property, trees, crops, monuments, highway signs and markers, fences, etc., along and adjacent to the roadway and shall use every precaution necessary to prevent damage or injury thereto. The Contractor shall use suitable precaution to prevent damage to pipes, conduits, underground structures, poles, wires, cables and other overhead structures, whether shown on the plans or not, and shall protect from disturbance or damage all land monuments and property marks until an authorized agent has witnessed or otherwise referenced their location, and shall not remove

them until directed. When or where any direct or indirect damage or injury is done to public or private property by, or on account of, any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof on the part of the Contractor, the Contractor shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or he shall make good such damage in an acceptable manner. Should the Contractor fail to restore such property, or make good such damage or injury, the En-

gineer may, upon forty-eight (48) hours notice, proceed to repair, build or otherwise restore such property as may be deemed necessary, and the cost thereof will be deducted from any moneys due, or which may become due, the Contractor under the contract. If no such moneys are available, the expense so incurred shall be charged against the Contractor's surety.

If it is necessary to disturb or rearrange utility service connections or other property belonging to others in order to adapt such property to the new work, the Contractor shall cooperate with the property owners in effecting the rearrangement by giving advance notice of the necessity for such rearrangement to the owners, providing temporary supports during the rearrangement and installing utility supporting devices in concrete form work, and shall permit access by the owners' personnel.

107.17 Forest Protection. In carrying out work within or adjacent to state or national forests, the Contractor shall comply with all the regulations of the State or Federal authority having jurisdiction, governing the protection of forests and the carrying out of work within forests, and shall observe all sanitary laws and regulations with respect to the performance of work in forest areas. The Contractor shall keep the areas in an orderly condition, dispose of all refuse, obtain permits for the construction and maintenance of all construction camps, stores, warehouses, latrines, cesspools, septic tanks and other structures in accordance with the requirements of the forest supervisor. The Contractor shall take all reasonable precautions to prevent and suppress forest fires. The Contractor shall abide by such rules and instructions as the forest officers may prescribe as to the time and place for burning and for fire control generally. The Contractor shall not cut any roadside timber outside the roadway nor mar the scenic values of the right of way for any purpose whatsoever, without consent of the Engineer, who must obtain permission from the proper forest authority. The responsibility of the Contractor for damages as provided for in Subsection **107.16**

will apply in case of damages caused by the escape of fire.

107.18 Responsibility for Claims, Etc. The Contractor shall indemnify and save harmless the County, the State, the Department, its officers, agents and employees, as well as the city, town or other municipality in which the work is performed and all of their officers, agents and employees from all suits or claims of any character brought because of any injuries or damage received or sustained by any person, persons, or property, in whole or in part, on account of the operations of the said Contractor or any Subcontractor or sub-Subcontractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials or workmanship in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor or any Subcontractor or sub-Subcontractor; or because of any claims or amounts recovered from any infringements of patent, trademark or copyright; or for failing to pay, when and as due, all bills and other legitimate charges, including lawful claims for labor performed or materials, equipment and supplies furnished for use in and about the construction of the work under contract; or from any claims or amounts arising or recovered under the Workmen's Compensation Act, or any other law, ordinance or decree. So much of the money due the Contractor under and by virtue of his contract as may be considered necessary by the Department may be retained for the use of the Department, or, in case no money is due, the Contractor's surety shall be held responsible until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect has been furnished the Department; except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he is adequately protected by public liability and property damage insurance.

107.19 Third Party Liability. It is not intended by any of the requirements of any part of these specifications to make the public or any member thereof a third party beneficiary

hereunder, or to authorize anyone who is not a party to a contract entered into pursuant to these specifications to maintain a suit for personal injury or property damage otherwise than as authorized and provided by law.

107.20 Opening of Section of Highway to Traffic. When in the opinion of the Engineer, any bridge, roadway or portion thereof is in acceptable condition for travel, it shall be opened to traffic as directed, and such opening shall not be held to be in any way an acceptance of the bridge, roadway or any part of it, or as a waiver of any of the provisions of the contract. Pending completion and final acceptance thereof, necessary repairs or renewals due to any cause other than ordinary wear and tear shall be performed at the expense of the Contractor. If the construction of the project has not been completed and weather conditions require suspension of the laying of the surface courses or other work, the incomplete portions of the work shall be opened to traffic when directed by the Engineer, and maintenance of such incomplete sections shall be carried on by the Contractor, and any repairs necessary to incomplete sections shall be made by the Contractor without any additional compensation.

107.21 Contractor's Responsibility for the Work. Until final acceptance of the work by the Engineer, as evidenced in writing, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the elements, or from any other cause, whether arising from the execution or from the non-execution of the work. Unless otherwise provided in these specifications, the Contractor shall rebuild, restore and make good all injuries or damages to any portion of the work occasioned by any cause before final acceptance and shall bear the expense thereof.

The Contractor shall be responsible to the Department for the acts and omissions of its employees, Subcontractors and their agents and employees, and all other persons performing work under a contract with the Contractor or any of its Sub-

contractors.

In case suspension of work from any cause whatever, the Contractor shall be responsible for all materials and shall properly store them, if necessary, and shall provide suitable drainage of the roadway, continue the servicing of barricades, lights, signs and other devices; and erect necessary temporary structures without any additional compensation.

107.22 Contractor's Responsibility for Utility Property and Services. Before commencing work, the Contractor shall arrange to protect the properties of railway, telegraph, telephone, power companies, or other property from damage.

The Contractor shall cooperate with the utility owners in the removal and rearrangement of any underground or overhead utility lines or facilities to minimize interruption to service and duplication of work by the utility owners.

If utility services are interrupted as a result of accidental breakage, the Contractor shall promptly notify the proper authority and cooperate with them until service has been restored. Work undertaken around fire hydrants shall not commence until provisions for continued service have been made and approved by the local fire authority.

If a permit is issued to a city or other governmental unit for the installation of conduits, poles or other appurtenances for artificial lighting of the structure, it may be necessary or desirable to revise the plans or make structural changes as needed to accommodate such installation. If the provisions of Subsection **104.02** shall apply to any changes in quantities of work.

107.23 Furnishing Right of Way. The Department will be responsible for the securing of all rights of way that it deems necessary in advance of construction. Any exceptions will be indicated in the proposal.

107.24 Personal Liability of Public Officials. In carrying out any of the provisions of these specifications, or in exercising any power or authority granted to them by or within the scope of the contract, there shall be no liability upon the Director, Engineer or Department employees who are their authorized representatives, either personally or as officials of the State, it being understood that in all such matters they act solely as agents and representatives of the State.

107.25 No Waiver of Legal Rights. Upon completion of the work, the Department will expeditiously make final inspection and notify the Contractor of acceptance. Such final acceptance, however, shall not preclude or estop the Department from correcting any measurement, estimate or certificate made before or after completion of the work; nor shall the Department be precluded or estopped from recovering any overpayments that may have been made; nor shall the Department be precluded from recovering from the Contractor or its Surety liquidated damages because of failure to fulfill its obligations under the contract. A waiver on the part of the Department of any breach of any part of the contract shall not be held to be a waiver of any other subsequent breach. Neither the inspection or acceptance by the Department, or any representative of the Department, nor any payment for or acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the Department, shall operate as a waiver of any portion of the contract or of any power herein reserved, or of any right to damages.

107.26 Environmental Protection and Water Pollution Control. The Contractor shall comply with all Federal, State, and local laws and regulations controlling pollution of the environment. The Contractor shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuel, oils, bitumens, chemicals, soil sedimentation, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

At the Preconstruction Conference, or before the start of construction, the Contractor shall submit in writing to the En-

gineer for approval, the schedule for accomplishment of temporary and permanent erosion control work as is applicable for clearing and grubbing, grading, bridges and other structures in watercourses, and paving. The amount of surface area of erodible earth material exposed at one time by clearing and grubbing, excavation, borrow, or fill, shall not exceed 750,000 square feet without prior approval by the Engineer. The location of the project, nature of the soil, topographic features, and proximity to watercourses shall be considered when imposing such limitations.

The Contractor shall conduct its operations in a manner consistent with good erosion control practices to minimize soil erosion, and to the extent practicable, prevent sediment from leaving the site. The Contractor shall take whatever measures necessary throughout the life of the project to control erosion and to minimize the deposition of sediment into adjacent rivers, streams, wetlands, and impoundments. Temporary and permanent erosion control measures that will contribute to the control of erosion and sedimentation shall be carried out in conjunction with clearing and grubbing and earthwork operations.

Temporary erosion and sediment control measures such as berms, dikes, slope drains sedimentation basins and temporary seeding shall be provided until permanent drainage facilities and erosion control features are completed and operative.

Unless provided for in the contract, temporary erosion control devices or measures with the exception of sedimentation basins, fiberglass roving, baled straw erosion checks, silt fence, fabric for slope protection, terraces, sectional drains, and temporary seeding will not be paid for directly, but will be considered as a subsidiary obligation of the Contractor covered under various items of the contract work.

Permanent erosion control devices or measures shall consist of culvert pipe, terraces, gutters, bituminous curb,

sectional drains, permanent slope drains, rip rap, and the establishment of permanent vegetation (seeding), and when included in the contract they shall be incorporated in the construction with the least possible delay. Cut and fill slopes shall be seeded as the excavation proceeds to the extent considered by the Engineer as desirable or practicable.

When work is begun on a cut or fill section, it shall be graded to the typical section with the least amount of delay in order that all erosion control measures can be promptly installed.

The Contractor shall also conform to the following practices and controls:

- a. When the material is excavated from pits, erosion of the pit site shall be so controlled both during and after completion of the work that erosion will be minimized and sediment will not enter streams, wetlands, or other bodies of water. Waste or disposal areas and haul roads shall be located and constructed in a manner that will keep sediment from entering streams.
- b. Frequent fording of live streams will not be permitted; therefore, temporary bridges or other structures shall be used whenever an appreciable number of stream crossings are necessary. Unless otherwise approved in writing, mechanized equipment, except equipment normally used in the construction of structures or channel changes shall not be operated in live streams.
- c. When work areas are located adjacent to live streams, the work shall be performed in such a manner to prevent sediment from entering a flowing stream.
- d. All waterways shall be cleared as soon as practicable of falsework, piling, debris, or other obstructions placed during construction operations and not a part of the finished work.

e. Pollutants such as fuels, lubricants, bitumens, raw sewage, and other harmful materials shall not be discharged into or near rivers, streams, impoundments, or natural or man made channels leading thereto. Wash water or waste from concrete mixing operations shall not be allowed to enter live streams.

f. All applicable regulations of agencies and statutes relating to the prevention and abatement of pollution shall be complied with in the performance of the contract.

In additional to the requirements set forth above, specific limitation projects may be included in the proposal.

107.27 Hazardous and/or Toxic Waste. If the Contractor should encounter or expose during construction operation any abnormal condition that may indicate the presence of a hazardous and/or toxic waste, work in this area shall be immediately discontinued, and the Engineer shall be notified.

Abnormal conditions shall include, but shall not be limited to the following: presence of asbestos, presence of barrels, discolored earth, metal, wood, etc., obnoxious or unusual odors, visible fumes, excessively hot earth, smoke, or any other condition that appears abnormal that could be a possible indication of hazardous and/or toxic waste. The conditions shall be treated with extraordinary caution.

The Contractor's operations shall not resume until so directed by the Engineer.

If a building is razed, the Contractor is advised that it will be its responsibility to secure the necessary permits in accordance with the South Carolina Department of Health and Environmental Control requirements.

Where the Contractor performs necessary work required to dispose of these materials, payment will be made at the

contract unit price for items applicable to such work or payment shall be made in accordance with Subsection **104.05** or **109.04**. Should the disposition of waste material require special procedures by certified personnel, the Department will arrange with qualified persons to dispose of the material. Disposition of the hazardous and/or toxic waste shall be made in accordance with the requirements and regulations of the South Carolina Department of Health and Environmental Control.

SECTION 108

PROSECUTION AND PROGRESS

108.01 Subletting of Contract. The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the contract or contracts or any portion thereof, or of its right, title or interest therein; or, either legally or equitably, assign any of the moneys payable under the contract, or the claim thereto, without written consent of the Engineer.

On all projects, the Contractor shall perform with its own organization, and with the assistance of workmen under its immediate supervision, work amounting to not less than 30 percent of the combined value of all items of work embraced in the contract, exclusive of any items of work under the contract that require highly specialized knowledge, craftsmanship, or equipment not ordinarily available in contracting organizations qualified to bid on the project. Such items may be designated in the contract as "specialty items."

Request for permission to sublet, transfer, assign, or otherwise dispose of any portion of the contract shall be in writing and accompanied by a letter showing that the organiza-