



East Energy Structural Steel Painting

Specifications

September 21, 2015

Project No. H27-Z037

Engineer's Project No. 15490

TABLE OF CONTENTS**PROJECT NAME:** East Energy Structural Steel Painting**PROJECT NUMBER:** H27-Z037

<u>SECTION</u>	<u>NUMBER OF PAGES</u>
Table of Contents	2
Invitation for Construction Services (SE-310).....	1
Instructions to Bidders (AIA Document A701 – 1997 Edition)	6
OSE Form 00201 - Standard Supplemental Instructions to Bidders.....	9
Bid Bond (AIA A310)	1
Lump Sum Bid Form (SE-330)	4
Standard Form of Agreement between Owner and Contractor (AIA Document A101 – 2007 Edition)	7
OSE Form 00501 - Standard Modifications to Agreement Between Owner and Contractor	3
General Conditions of the Contract for Construction (AIA Document A201 – 2007 Edition)	38
OSE Form 00811 - Standard Supplementary Conditions.....	21
Performance Bond (SE-355).....	2
Labor & Material Payment Bond (SE-357)	2
Change Order to Construction Contract (SE-380)	1

TECHNICAL SPECIFICATIONS

<u>USC Supplemental General Conditions for Construction Projects</u>	<u>3</u>
<u>Contractor's One Year Guarantee</u>	<u>1</u>

<u>Hazmat Survey</u>	<u>4</u>
<u>Lead Based Paint Removal and Related Tasks</u>	<u>10</u>
<u>Painting</u>	<u>32</u>

DRAWINGS

<u>Sheet Number</u>	<u>Title</u>
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<u>LBP1</u>	<u>Lead Based Paint Abatement Plan - Roof Plan</u>
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SE-310

INVITATION FOR CONSTRUCTION SERVICES

PROJECT NAME: East Energy Structural Steel PaintingPROJECT NUMBER: H27-Z037PROJECT LOCATION: Columbia, South CarolinaBID SECURITY REQUIRED? Yes ☒ No ☐PERFORMANCE BOND REQUIRED? Yes ☒ No ☐PAYMENT BOND REQUIRED? Yes ☒ No ☐

NOTE: Contractor may be subject to a performance appraisal at the close of the project.

CONSTRUCTION COST RANGE: \$ <\$100,000

DESCRIPTION OF PROJECT: The scope of work for this project is to strip and clean all paint, rust and debris from the structural steel on the top of the East Energy Facility and then repaint the clean surfaces as set within the specifications provided. Small and minority business participation encouraged. It is the bidders responsibility to download all bidding documents from the purchasing website <http://purchasing.sc.edu>.

BIDDING DOCUMENTS/PLANS MAY BE OBTAINED FROM: <http://purchasing.sc.edu> (See Facilities Construction Solicitations & Awards)

PLAN DEPOSIT AMOUNT: \$ \$0.00 **IS DEPOSIT REFUNDABLE** Yes ☐ No ☐ N/A ☒

Bidders must obtain Bidding Documents/Plans from the above listed source(s) to be listed as an official plan holder. Only those Bidding Documents/Plans obtained from the above listed source(s) are official. Bidders that rely on copies of Bidding Documents/Plans obtained from any other source do so at their own risk. All written communications with official plan holders & bidders **WILL** ☒ **WILL NOT** ☐ be via email or website posting.

IN ADDITION TO THE ABOVE OFFICIAL SOURCE(S), BIDDING DOCUMENTS/PLANS ARE ALSO AVAILABLE AT:

All questions & correspondence concerning this Invitation shall be addressed to the A-E.

A-E NAME: Swygert & AssociatesA-E CONTACT: Bill Livingston, PEA-E ADDRESS: Street/PO Box: PO Box 11686City: ColumbiaState: SCZIP: 29211-EMAIL: bill@swygert-associates.comTELEPHONE: (803) 791-9300FAX: (803) 791-0830AGENCY: University of South CarolinaAGENCY PROJECT COORDINATOR: Aimee RishADDRESS: Street/PO Box: 743 Greene StreetCity: ColumbiaState: SCZIP: 29208-EMAIL: ARISH@fmc.sc.eduTELEPHONE: (803) 777-2261FAX: (803) 777-7334PRE-BID CONFERENCE: Yes ☒ No ☐MANDATORY ATTENDANCE: Yes ☐ No ☒PRE-BID DATE: 10/14/2015 TIME: 10:00AMPLACE: 743 Greene St, Cola, SC 29208 Conf Room 053BID CLOSING DATE: 10/28/2015 TIME: 2:00PMPLACE: 743 Greene St, Cola, SC 29208 Conf Room 053

BID DELIVERY ADDRESSES:

HAND-DELIVERY:

Attn: Aimee Rish "Bid Enclosed"743 Greene StreetColumbia, SC 29208

MAIL SERVICE:

Attn: Aimee Rish "Bid Enclosed"743 Greene StreetColumbia, SC 29208IS PROJECT WITHIN AGENCY CONSTRUCTION CERTIFICATION? (Agency *MUST* check one)Yes ☒No ☐

APPROVED BY: _____

(OSE Project Manager)

DATE: _____

A701

Instructions to Bidders
(1997 Edition)

Original AIA Document on file at the office
of Swygert & Associates
1315 State St., Cayce, SC 29033

OSE FORM 00201**STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS****AGENCY:** University of South Carolina**PROJECT NAME:** East Energy Structural Steel Painting**PROJECT NUMBER:** H27-Z037**PROJECT LOCATION:** Columbia, SC**PROCUREMENT OFFICER:** Aimee Rish**1. STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS**

- 1.1** These Standard Supplemental Instructions to Bidders amend or supplement Instructions to Bidders (AIA Document A701-1997) and other provisions of Bidding and Contract Documents as indicated below.
- 1.2** Compliance with these Standard Supplemental Instructions is required by the Office of State Engineer (OSE) for all State projects when competitive sealed bidding is used as the method of procurement.
- 1.3** All provisions of the A701-1997, which are not so amended or supplemented, remain in full force and effect.
- 1.4** Bidders are cautioned to carefully examine the Bidding and Contract Documents for additional instructions or requirements.

2. MODIFICATIONS TO A701-1997**2.1** *Delete Section 1.1 and insert the following:*

1.1 Bidding Documents, collectively referred to as the **Invitation for Bids**, include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement, Instructions to Bidders (A-701), Supplementary Instructions to Bidders, the bid form (SE-330), the Notice of Intent to Award (SE-370), and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda issued prior to execution of the Contract, and other documents set forth in the Bidding Documents. Any reference in this document to the Agreement between the Owner and Contractor, AIA Document A101, or some abbreviated reference thereof, shall mean the AIA A101, 2007 Edition as modified by OSE Form 00501 – Standard Modification to Agreement between Owner and Contractor. Any reference in this document to the General Conditions of the Contract for Construction, AIA Document A201, or some abbreviated reference thereof, shall mean the AIA A201, 2007 Edition as modified by OSE Form 00811 – Standard Supplementary Conditions.

2.2 *In Section 1.8, delete the words “and who meets the requirements set forth in the Bidding Documents”.***2.3** *In Section 2.1, delete the word “making” and substitute the word “submitting.”***2.4** *In Section 2.1.1:*

After the words “Bidding Documents,” delete the word “or” and substitute the word “and.”

Insert the following at the end of this section:

Bidders are expected to examine the Bidding Documents and Contract Documents thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements. Failure to do so will be at the Bidder's risk. Bidder assumes responsibility for any patent ambiguity that Bidder does not bring to the Owner's attention prior to bid opening.

2.5 *In Section 2.1.3, insert the following after the term “Contract Documents” and before the period:*

and accepts full responsibility for any pre-bid existing conditions that would affect the Bid that could have been ascertained by a site visit. As provided in Regulation 19-445.2042(B), a bidder's failure to attend an advertised pre-bid conference will not excuse its responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the State.

2.6 *Insert the following Sections 2.2 through 2.6:***2.2 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.

OSE FORM 00201**STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS**

- A. By submitting an bid, the bidder certifies that—
 - 1. The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to—
 - a. Those prices;
 - b. The intention to submit an bid; or
 - c. The methods or factors used to calculate the prices offered.
 - 2. The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
 - 3. No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.
- B. Each signature on the bid is considered to be a certification by the signatory that the signatory—
 - 1. Is the person in the bidder's organization responsible for determining the prices being offered in this bid, and that the signatory has not participated and will not participate in any action contrary to paragraphs A.1 through A.3 of this certification; or
 - 2.
 - a. Has been authorized, in writing, to act as agent for the bidder's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs A.1 through A.3 of this certification [As used in this subdivision B.2.a, the term "principals" means the person(s) in the bidder's organization responsible for determining the prices offered in this bid];
 - b. As an authorized agent, does certify that the principals referenced in subdivision B.2.a of this certification have not participated, and will not participate, in any action contrary to paragraphs A.1 through A.3 of this certification; and
 - c. As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs A.1 through A.3 of this certification.
- C. If the bidder deletes or modifies paragraph (a)(2) of this certification, the bidder must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

2.3 DRUG FREE WORKPLACE

By submitting a bid, the Bidder certifies that Bidder will maintain a drug free workplace in accordance with the requirements of Title 44, Chapter 107 of South Carolina Code of Laws, as amended.

2.4 CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS

- A. 1. By submitting an Bid, Bidder certifies, to the best of its knowledge and belief, that-
 - a. Bidder and/or any of its Principals-
 - (i) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;
 - (ii) Have not, within a three-year period preceding this bid, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of bids; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - (iii) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph A.1.a.(ii) of this provision.
 - b. Bidder has not, within a three-year period preceding this bid, had one or more contracts terminated for default by any public (Federal, state, or local) entity.
- 2. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
- B. Bidder shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- C. If Bidder is unable to certify the representations stated in paragraphs A.1, Bidder must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Bidder's responsibility. Failure of the Bidder to furnish additional information as requested by the Procurement Officer may render the Bidder nonresponsible.

OSE FORM 00201**STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS**

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph A. of this provision. The knowledge and information of a Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- D. The certification in paragraph A. of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Bidder knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default.

2.5 ETHICS CERTIFICATE

By submitting a bid, the bidder certifies that the bidder has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed.

2.6 RESTRICTIONS APPLICABLE TO BIDDERS & GIFTS

Violation of these restrictions may result in disqualification of your bid, suspension or debarment, and may constitute a violation of the state Ethics Act. (a) After issuance of the solicitation, ***bidder agrees not to discuss this procurement activity in any way with the Owner or its employees, agents or officials.*** All communications must be solely with the Procurement Officer. This restriction may be lifted by express written permission from the Procurement Officer. This restriction expires once a contract has been formed. (b) Unless otherwise approved in writing by the Procurement Officer, ***bidder agrees not to give anything to the Owner, any affiliated organizations, or the employees, agents or officials of either, prior to award.*** (c) Bidder acknowledges that the policy of the State is that a governmental body should not accept or solicit a gift, directly or indirectly, from a donor if the governmental body has reason to believe the donor has or is seeking to obtain contractual or other business or financial relationships with the governmental body. Regulation 19-445.2165(C) broadly defines the term donor.

2.7 IRAN DIVESTMENT ACT CERTIFICATION

(a) The Iran Divestment Act List is a list published by the Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtm>. Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you. (b) By signing your Offer, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List.

2.7 Delete Section 3.1.1 and substitute the following:

3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement in the number and for the deposit sum, if any, stated therein. If so provided in the Advertisement, the deposit will be refunded to all plan holders who return the Bidding Documents in good condition within ten days after receipt of Bids. The cost of replacement of missing or damaged documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the Bidding Documents and the Bidder's deposit will be refunded.

2.8 Delete the language of Section 3.1.2 and insert the word "Reserved."**2.9 In Section 3.1.4, delete the words "and Architect may make" and substitute the words "has made."****2.10 Insert the following Section 3.1.5**

3.1.5 All persons obtaining Bidding Documents from the issuing office designated in the Advertisement shall provide that office with Bidder's contact information to include the Bidder's name, telephone number, mailing address, and email address.

OSE FORM 00201**STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS**

2.11 *In Section 3.2.2:*

Delete the words “and Sub-bidders”

Delete the word “seven” and substitute the word “ten”

2.12 *In Section 3.2.3:*

In the first Sentence, insert the word “written” before the word “Addendum.”

Insert the following at the end of the section:

As provided in Regulation 19-445.2042(B), nothing stated at the pre-bid conference shall change the Bidding Documents unless a change is made by written Addendum.

2.13 *Insert the following at the end of Section 3.3.1:*

Reference in the Bidding Documents to a designated material, product, thing, or service by specific brand or trade name followed by the words “or equal” and “or approved equal” shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition.

2.14 *Delete Section 3.3.2 and substitute the following:*

3.3.2 No request to substitute materials, products, or equipment for materials, products, or equipment described in the Bidding Documents and no request for addition of a manufacturer or supplier to a list of approved manufacturers or suppliers in the Bidding Documents will be considered prior to receipt of Bids unless written request for approval has been received by the Architect at least ten days prior to the date for receipt of Bids established in the Invitation for Bids. Any subsequent extension of the date for receipt of Bids by addendum shall not extend the date for receipt of such requests unless the addendum so specifies. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

2.15 *Delete Section 3.4.3 and substitute the following:*

3.4.3 Addenda will be issued no later than 120 hours prior to the time for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

2.16 *Insert the following Sections 3.4.5 and 3.4.6:*

3.4.5 When the date for receipt of Bids is to be postponed and there is insufficient time to issue a written Addendum prior to the original Bid Date, Owner will notify prospective Bidders by telephone or other appropriate means with immediate follow up with a written Addendum. This Addendum will verify the postponement of the original Bid Date and establish a new Bid Date. The new Bid Date will be no earlier than the fifth (5th) calendar day after the date of issuance of the Addendum postponing the original Bid Date.

3.4.6 If an emergency or unanticipated event interrupts normal government processes so that bids cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Addendum may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Addendum will be issued to reschedule the conference.

2.17 *In Section 4.1.1, delete the word “forms” and substitute the words “SE-330 Bid Form.”***2.18** *Delete Section 4.1.2 and substitute the following:*

4.1.2 Any blanks on the bid form to be filled in by the Bidder shall be legibly executed in a non-erasable medium. Bids shall be signed in ink or other indelible media.

2.19 *Delete Section 4.1.3 and substitute the following:*

4.1.3 Sums shall be expressed in figures.

2.20 *Insert the following at the end of Section 4.1.4:*

Bidder shall not make stipulations or qualify his bid in any manner not permitted on the bid form. An incomplete Bid or information not requested that is written on or attached to the Bid Form that could be considered a qualification of the Bid, may be cause for rejection of the Bid.

OSE FORM 00201**STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS**

2.21 *Delete Section 4.1.5 and substitute the following:*

4.1.5 All requested Alternates shall be bid. The failure of the bidder to indicate a price for an Alternate shall render the Bid non-responsive. Indicate the change to the Base Bid by entering the dollar amount and marking, as appropriate, the box for "ADD TO" or "DEDUCT FROM". If no change in the Base Bid is required, enter "ZERO" or "No Change." For add alternates to the base bid, Subcontractor(s) listed on page BF-2 of the Bid Form to perform Alternate Work shall be used for both Alternates and Base Bid Work if Alternates are accepted.

2.22 *Delete Section 4.1.6 and substitute the following:*

4.1.6 Pursuant to Title 11, Chapter 35, Section 3020(b)(i) of the South Carolina Code of Laws, as amended, Section 7 of the Bid Form sets forth a list of subcontractor specialties for which Bidder is required to identify only those subcontractors Bidder will use to perform the work of each listed specialty. Bidder must follow the Instructions in the Bid Form for filling out this section of the Bid Form. Failure to properly fill out Section 7 may result in rejection of Bidder's bid as non-responsive.

2.23 *Delete Section 4.1.7 and substitute the following:*

4.1.7 Each copy of the Bid shall state the legal name of the Bidder and the nature of legal form of the Bidder. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

2.24 *Delete Section 4.2.1 and substitute the following:*

4.2.1 If required by the Invitation for Bids, each Bid shall be accompanied by a bid security in an amount of not less than five percent of the Base Bid. The bid security shall be a bid bond or a certified cashier's check. The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and will, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.

2.25 *Delete Section 4.2.2 and substitute the following:*

4.2.2 If a surety bond is required, it shall be written on AIA Document A310, Bid Bond, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney. The bid bond shall:

- .1** Be issued by a surety company licensed to do business in South Carolina;
- .2** Be issued by a surety company having, at a minimum, a "Best Rating" of "A" as stated in the most current publication of "Best's Key Rating Guide, Property-Casualty", which company shows a financial strength rating of at least five (5) times the contract price.
- .3** Be enclosed in the bid envelope at the time of Bid Opening, either in paper copy or as an electronic bid bond authorization number provided on the Bid Form and issued by a firm or organization authorized by the surety to receive, authenticate and issue binding electronic bid bonds on behalf the surety.

2.26 *Delete Section 4.2.3 and substitute the following:*

4.2.3 By submitting a bid bond via an electronic bid bond authorization number on the Bid Form and signing the Bid Form, the Bidder certifies that an electronic bid bond has been executed by a Surety meeting the standards required by the Bidding Documents and the Bidder and Surety are firmly bound unto the State of South Carolina under the conditions provided in this Section 4.2.

2.27 *Insert the following Section 4.2.4:*

4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and performance and payment bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn or (c) all Bids have been rejected.

2.28 *Delete Section 4.3.1 and substitute the following:*

4.3.1 All copies of the Bid, the bid security, if any, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall, unless hand delivered by the Bidder, be addressed to the Owner's designated purchasing office as shown in the Invitation for Bids. The envelope shall be identified with the Project name, the Bidder's name and address and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail or special delivery service (UPS, Federal Express, etc.), the envelope should be labeled "BID ENCLOSED" on the face thereof. Bidders hand delivering their Bids shall deliver Bids to the place of the Bid Opening as shown in the Invitation for Bids. Whether or not Bidders attend the Bid Opening, they

OSE FORM 00201**STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS**

shall give their Bids to the Owner's procurement officer or his/her designee as shown in the Invitation for Bids prior to the time of the Bid Opening.

2.29 *Insert the following Section 4.3.6 and substitute the following:*

4.3.5 The official time for receipt of Bids will be determined by reference to the clock designated by the Owner's procurement officer or his/her designee. The procurement officer conducting the Bid Opening will determine and announce that the deadline has arrived and no further Bids or bid modifications will be accepted. All Bids and bid modifications in the possession of the procurement officer at the time the announcement is completed will be timely, whether or not the bid envelope has been date/time stamped or otherwise marked by the procurement officer.

2.30 *Delete Section 4.4.2 and substitute the following:*

4.4.2 Prior to the time and date designated for receipt of Bids, a Bid submitted may be withdrawn in person or by written notice to the party receiving Bids at the place designated for receipt of Bids. Withdrawal by written notice shall be in writing over the signature of the Bidder.

2.31 *In Section 5.1, delete everything following the caption "OPENING OF BIDS" and substitute the following:*

5.1.1 Bids received on time will be publicly opened and will be read aloud. Owner will not read aloud Bids that Owner determines, at the time of opening, to be non-responsive. .

5.1.2 At bid opening, Owner will announce the date and location of the posting of the Notice of Intended Award.

5.1.3 Owner will send a copy of the final Bid Tabulation to all Bidders within ten (10) working days of the Bid Opening.

5.1.4 If Owner determines to award the Project, Owner will, after posting a Notice of Intended Award, send a copy of the Notice to all Bidders.

5.1.5 If only one Bid is received, Owner will open and consider the Bid.

2.32 *In Section 5.2, insert the section number "5.2.1" before the words of the "The Owner" at the beginning of the sentence.*

2.33 *Insert the following Sections 5.2.2 and 5.2.3:*

5.2.2 The reasons for which the Owner will reject Bids include, but are not limited to:

- .1** Failure by a Bidder to be represented at a Mandatory Pre-Bid Conference or site visit;
- .2** Failure to deliver the Bid on time;
- .3** Failure to comply with Bid Security requirements, except as expressly allowed by law;
- .4** Listing an invalid electronic Bid Bond authorization number on the bid form;
- .5** Failure to Bid an Alternate, except as expressly allowed by law;
- .6** Failure to list qualified Subcontractors as required by law;
- .7** Showing any material modification(s) or exception(s) qualifying the Bid;
- .8** Faxing a Bid directly to the Owner or their representative; or
- .9** Failure to include a properly executed Power-of-Attorney with the bid bond.

5.2.3 The Owner may reject a Bid as nonresponsive if the prices bid are materially unbalanced between line items or sub-line items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Owner even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

2.34 *Delete Section 6.1 and substitute the following:*

6.1 CONTRACTOR'S RESPONSIBILITY

Owner will make a determination of Bidder's responsibility before awarding a contract. Bidder shall provide all information and documentation requested by the Owner to support the Owner's evaluation of responsibility. Failure of Bidder to provide requested information is cause for the Owner, at its option, to determine the Bidder to be non-responsive

2.35 *Delete the language of Section 6.2 and insert the word "Reserved."*

2.36 *Delete the language of Sections 6.3.2, 6.3.3, and 6.3.4 and insert the word "Reserved" after each Section Number.*

OSE FORM 00201**STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS****2.37** *Insert the following Section 6.4***6.4 CLARIFICATION**

Pursuant to Section 11-35-1520(8), the Procurement Officer may elect to communicate with a Bidder after opening for the purpose of clarifying either the Bid or the requirements of the Invitation for Bids. Such communications may be conducted only with Bidders who have submitted a Bid which obviously conforms in all material aspects to the Invitation for Bids and only in accordance with Appendix D (Paragraph A(6)) to the Manual for Planning and Execution of State Permanent Improvement, Part II. Clarification of a Bid must be documented in writing and included with the Bid. Clarifications may not be used to revise a Bid or the Invitation for Bids. [Section 11-35-1520(8); R.19-445.2080]

2.38 *Delete Section 7.1.2 and substitute the following:*

7.1.2 The performance and payment bonds shall conform to the requirements of Section 11.4 of the General Conditions of the Contract. If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid.

2.39 *Delete the language of Section 7.1.3 and insert the word "Reserved."***2.40** *In Section 7.2, insert the words "CONTRACT, CERTIFICATES OF INSURANCE" into the caption after the word "Delivery."***2.41** *Delete Section 7.2.1 and substitute the following:*

7.2.1 After expiration of the protest period, the Owner will tender a signed Contract for Construction to the Bidder and the Bidder shall return the fully executed Contract for Construction to the Owner within seven days thereafter. The Bidder shall deliver the required bonds and certificate of insurance to the Owner not later than three days following the date of execution of the Contract. Failure to deliver these documents as required shall entitle the Owner to consider the Bidder's failure as a refusal to enter into a contract in accordance with the terms and conditions of the Bidder's Bid and to make claim on the Bid Security for re-procurement cost.

2.42 *Delete the language of Section 7.2.2 and insert the word "Reserved."***2.43** *Delete the language of Article 8 and insert the following:*

Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on South Carolina Modified AIA Document A101, 2007, Standard Form of Agreement Between Owner and Contractor as modified by OSE Form 00501 – Standard Modification to Agreement Between Owner and Contractor.

2.44 *Insert the following Article 9:***ARTICLE 9 MISCELLANEOUS****9.1 NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING
IMPORTANT TAX NOTICE - NONRESIDENTS ONLY**

Withholding Requirements for Payments to Nonresidents: Section 12-8-550 of the South Carolina Code of Laws requires persons hiring or contracting with a nonresident conducting a business or performing personal services of a temporary nature within South Carolina to withhold 2% of each payment made to the nonresident. The withholding requirement does not apply to (1) payments on purchase orders for tangible personal property when the payments are not accompanied by services to be performed in South Carolina, (2) nonresidents who are not conducting business in South Carolina, (3) nonresidents for contracts that do not exceed \$10,000 in a calendar year, or (4) payments to a nonresident who (a) registers with either the S.C. Department of Revenue or the S.C. Secretary of State and (b) submits a Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to the person letting the contract.

For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at 803-898-5383 or visit the Department's website at: www.sctax.org

This notice is for informational purposes only. This Owner does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803-898-5872 or to the South Carolina Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140. All withholding questions should be directed to the Withholding Section at 803-898- 5383.

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (Available through SC Department of Revenue).

OSE FORM 00201**STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS****9.2 CONTRACTOR LICENSING**

Contractors and Subcontractors listed in Section 7 of the Bid Form who are required by the South Carolina Code of Laws to be licensed, must be licensed at the time of bidding.

9.3 SUBMITTING CONFIDENTIAL INFORMATION

For every document Bidder submits in response to or with regard to this solicitation or request, Bidder must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Bidder contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged & confidential, as that phrase is used in Section 11-35-410. For every document Bidder submits in response to or with regard to this solicitation or request, Bidder must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Bidder contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Bidder submits in response to or with regard to this solicitation or request, Bidder must separately mark with the word "PROTECTED" every page, or portion thereof, that Bidder contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire bid as confidential, trade secret, or protected! If your bid, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation, Bidder (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, & documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, & (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Bidders's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Bidder agrees to defend, indemnify & hold harmless the State of South Carolina, its officers & employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the State withholding information that Bidder marked as "confidential" or "trade secret" or "PROTECTED".

9.4 POSTING OF INTENT TO AWARD

Notice of Intent to Award, SE-370, will be posted at the following location:

Room or Area of Posting: USC Facilities Front Office

Building Where Posted: USC Facilities

Address of Building: 743 Greene Street, Columbia, SC

WEB site address (if applicable): <http://purchasing.sc.edu/>

Posting date will be announced at bid opening. In addition to posting the notice, the Owner will promptly send all responsive bidders a copy of the notice of intent to award and the final bid tabulation

9.5 PROTEST OF SOLICITATION OR AWARD

Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of intent to award is posted in accordance with Title 11, Chapter 35, Section 4210 of the South Carolina Code of Laws, as amended. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the State Engineer within the time provided.

Any protest must be addressed to the CPO, Office of State Engineer, and submitted in writing:

- A. by email to protest-ose@mso.sc.gov,
- B. by facsimile at 803-737-0639, or
- C. by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.

By submitting a protest to the foregoing email address, you (and any person acting on your behalf) consent to receive communications regarding your protest (and any related protests) at the e-mail address from which you sent your protest.

OSE FORM 00201**STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS**

9.6 SOLICITATION INFORMATION FROM SOURCES OTHER THAN OFFICIAL SOURCE

South Carolina Business Opportunities (SCBO) is the official state government publication for State of South Carolina solicitations. Any information on State agency solicitations obtained from any other source is unofficial and any reliance placed on such information is at the bidder's sole risk and is without recourse under the South Carolina Consolidated Procurement Code.

9.7 BUILDER'S RISK INSURANCE

Bidders are directed to Article 11.3 of the South Carolina Modified AIA Document A201, 2007 Edition, which, unless provided otherwise in the bid documents, requires the contractor to provide builder's risk insurance on the project.

9.8 TAX CREDIT FOR SUBCONTRACTING WITH MINORITY FIRMS

Pursuant to Section 12-6-3350, taxpayers, who utilize certified minority subcontractors, may take a tax credit equal to 4% of the payments they make to said subcontractors. The payments claimed must be based on work performed directly for a South Carolina state contract. The credit is limited to a maximum of fifty thousand dollars annually. The taxpayer is eligible to claim the credit for 10 consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Taxpayers must maintain evidence of work performed for a State contract by the minority subcontractor. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. The subcontractor must be certified as to the criteria of a "Minority Firm" by the Governor's Office of Small and Minority Business Assistance (OSMBA). Certificates are issued to subcontractors upon successful completion of the certification process. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. Reference: SC §11-35-5010 – Definition for Minority Subcontractor & SC §11-35-5230 (B) – Regulations for Negotiating with State Minority Firms.

9.9 OTHER SPECIAL CONDITIONS OF THE WORK

END OF DOCUMENT

A310

Bid Bond
(2010 Edition)

Original AIA Document on file at the office
of Swygert & Associates
1315 State St., Cayce, SC 29033

SE-330**LUMP SUM BID FORM**

Bidders shall submit bids on only Bid Form SE-330.

BID SUBMITTED BY: _____
(Bidder's Name)

BID SUBMITTED TO: _____
(Owner's Name)

FOR: PROJECT NAME: East Energy Structural Steel Painting

PROJECT NUMBER: H27-Z037

OFFER

§ 1. In response to the Invitation for Construction Services and in compliance with the Instructions to Bidders for the above-named Project, the undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with the Owner on the terms included in the Bidding Documents, and to perform all Work as specified or indicated in the Bidding Documents, for the prices and within the time frames indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

§ 2. Pursuant to Section 11-35-3030(1) of the SC Code of Laws, as amended, Bidder has submitted Bid Security as follows in the amount and form required by the Bidding Documents:

☐ **Bid Bond with Power of Attorney** ☐ **Electronic Bid Bond** ☐ **Cashier's Check**

(Bidder check one)

§ 3. Bidder acknowledges the receipt of the following Addenda to the Bidding Documents and has incorporated the effects of said Addenda into this Bid:

(Bidder, check all that apply. Note, there may be more boxes than actual addenda. Do not check boxes that do not apply)

ADDENDA: ☐ #1 ☐ #2 ☐ #3 ☐ #4 ☐ #5

§ 4. Bidder accepts all terms and conditions of the Invitation for Bids, including, without limitation, those dealing with the disposition of Bid Security. Bidder agrees that this Bid, including all Bid Alternates, if any, may not be revoked or withdrawn after the opening of bids, and shall remain open for acceptance for a period of **60** Days following the Bid Date, or for such longer period of time that Bidder may agree to in writing upon request of the Owner.

§ 5. Bidder herewith offers to provide all labor, materials, equipment, tools of trades and labor, accessories, appliances, warranties and guarantees, and to pay all royalties, fees, permits, licenses and applicable taxes necessary to complete the following items of construction work:

§ 6.1 **BASE BID WORK** (as indicated in the Bidding Documents and generally described as follows): The scope of work for this project is to strip and clean all paint, rust and debris from the structural steel on the top of the East Energy Facility and then repaint the clean surfaces as set within the specifications provided. Small and minority business participation encouraged.

\$ _____, which sum is hereafter called the Base Bid.

(Bidder - insert Base Bid Amount on line above)

SE-330

LUMP SUM BID FORM

§ 6.2 **BID ALTERNATES** as indicated in the Bidding Documents and generally described as follows:

ALTERNATE # 1 (Brief Description): _____

☐ ADD TO or ☐ DEDUCT FROM BASE BID: \$ _____

(Bidder to Mark appropriate box to clearly indicate the price adjustment offered for each alternate)

ALTERNATE # 2 (Brief Description): _____

☐ ADD TO or ☐ DEDUCT FROM BASE BID: \$ _____

(Bidder to Mark appropriate box to clearly indicate the price adjustment offered for each alternate)

ALTERNATE # 3 (Brief Description): _____

☐ ADD TO or ☐ DEDUCT FROM BASE BID: \$ _____

(Bidder to Mark appropriate box to clearly indicate the price adjustment offered for each alternate)

§ 6.3 UNIT PRICES:

BIDDER offers for the Agency's consideration and use, the following **UNIT PRICES**. The **UNIT PRICES** offered by **BIDDER** indicate the amount to be added to or deducted from the **CONTRACT SUM** for each item-unit combination. **UNIT PRICES** include all costs to the Agency, including those for materials, labor, equipment, tools of trades and labor, fees, taxes, insurance, bonding, overhead, profit, etc. The Agency reserves the right to include or not to include any of the following **UNIT PRICES** in the Contract and to negotiate the **UNIT PRICES** with **BIDDER**.

No.	ITEM	Unit of Measure	ADD	DEDUCT
1.	_____	_____	\$ _____	\$ _____
2.	_____	_____	\$ _____	\$ _____
3.	_____	_____	\$ _____	\$ _____
4.	_____	_____	\$ _____	\$ _____
5.	_____	_____	\$ _____	\$ _____
6.	_____	_____	\$ _____	\$ _____

SE-330**LUMP SUM BID FORM**

§ 7. LISTING OF PROPOSED SUBCONTRACTORS PURSUANT TO SECTION 3020(b)(i), CHAPTER 35, TITLE 11 OF THE SOUTH CAROLINA CODE OF LAWS, AS AMENDED
(See Instructions on the following page BF-2A)

Bidder shall use the below-listed Subcontractors in the performance of the Subcontractor Classification work listed:

SUBCONTRACTOR CLASSIFICATION By License Classification and/or Subclassification <i>(Completed by Owner)</i>	SUBCONTRACTOR'S PRIME CONTRACTOR'S NAME <i>(Must be completed by Bidder)</i>	SUBCONTRACTOR'S PRIME CONTRACTOR'S SC LICENSE NUMBER <i>(Requested, but not Required)</i>
BASE BID		
ALTERNATE #1		
ALTERNATE #2		
ALTERNATE #3		

If a Bid Alternate is accepted, Subcontractors listed for the Bid Alternate shall be used for the work of both the Alternate and the Base Bid work.

SE-330**LUMP SUM BID FORM****INSTRUCTIONS FOR
SUBCONTRACTOR LISTING**

1. Section 7 of the Bid Form sets forth a list of subcontractor classifications for which Bidder is required to identify by name the subcontractor(s) Bidder will use to perform the work of each listed classification. Bidder must identify only the subcontractor(s) who will perform the work and no others.
2. For purposes of subcontractor listing, a Subcontractor is an entity who will perform work or render service to the prime contractor to or about the construction site. Material suppliers, manufacturers, and fabricators that will not perform physical work at the site of the project but will only supply materials or equipment to the bidder or proposed subcontractor(s) are not subcontractors and Bidder should not insert their names in the spaces provided on the Bid Form. Likewise, Bidder should not insert the names of sub-subcontractors in the spaces provided on the Bid Form but only the names of those entities with which Bidder will contract directly.
3. Bidder must only insert the names of subcontractors who are qualified to perform the work of the listed classifications as specified in the Bidding Documents and South Carolina Licensing Laws.
4. If under the terms of the Bidding Documents, Bidder is qualified to perform the work of a classification listed and Bidder does not intend to subcontract such work, but to use Bidder's own employees to perform such work, the Bidder must insert its own name in the space provided for that classification.
5. If Bidder intends to use multiple subcontractors to perform the work of a single classification listing, Bidder must insert the name of each subcontractor Bidder will use, preferably separating the name of each by the word **"and"**. If Bidder intends to use both his own employees to perform a part of the work of a single classification listing and to use one or more subcontractors to perform the remaining work for that classification listing, Bidder must insert his own name and the name of each subcontractor, preferably separating the name of each with the word **"and"**.
6. Bidder may not list subcontractors in the alternative nor in a form that may be reasonably construed at the time of bid opening as a listing in the alternative. A listing that requires subsequent explanation to determine whether or not it is a listing in the alternative is non-responsive. If Bidder intends to use multiple entities to perform the work for a single classification listing, Bidder must clearly set forth on the Bid Form such intent. Bidder may accomplish this by simply inserting the word **"and"** between the names of each entity listed for that classification. Owner will reject as non-responsive a listing that contains the names of multiple subcontractors separated by a blank space, the word "or", a virgule (that is a /), or any separator that the Owner may reasonably interpret as a listing in the alternative.
7. If Bidder is awarded the contract, Bidder must, except with the approval of the owner for good cause shown, use the listed entities to perform the work for which they are listed.
8. If Bidder is awarded the contract, Bidder will not be allowed to substitute another entity as subcontractor in place of a subcontractor listed in Section 7 of the Bid Form except for one or more of the reasons allowed by the SC Code of Laws.
9. Bidder's failure to insert a name for each listed classification will render the Bid non-responsive.

SE-330**LUMP SUM BID FORM****§ 8. LIST OF MANUFACTURERS, MATERIAL SUPPLIERS, AND SUBCONTRACTORS OTHER THAN SUBCONTRACTORS LISTED IN SECTION 7 ABOVE (FOR INFORMATION ONLY):**

Pursuant to instructions in the Invitation for Construction Services, if any, Bidder will provide to Owner upon the Owner's request and within 24 hours of such request, a listing of manufacturers, material suppliers, and subcontractors, other than those listed in Section 7 above, that Bidder intends to use on the project. Bidder acknowledges and agrees that this list is provided for purposes of determining responsibility and not pursuant to the subcontractor listing requirements of SC Code Ann § 11-35-3020(b)(i).

§ 9. TIME OF CONTRACT PERFORMANCE AND LIQUIDATED DAMAGES**a) CONTRACT TIME**

Bidder agrees that the Date of Commencement of the Work shall be established in a Notice to Proceed to be issued by the Owner. Bidder agrees to substantially complete the Work within 30 Calendar Days from the Date of Commencement, subject to adjustments as provided in the Contract Documents.

b) LIQUIDATED DAMAGES

Bidder further agrees that from the compensation to be paid, the Owner shall retain as Liquidated Damages the amount of \$ 100 for each Calendar Day the actual construction time required to achieve Substantial Completion exceeds the specified or adjusted time for Substantial Completion as provided in the Contract Documents. This amount is intended by the parties as the predetermined measure of compensation for actual damages, not as a penalty for nonperformance.

§ 10. AGREEMENTS

- a) Bidder agrees that this bid is subject to the requirements of the laws of the State of South Carolina.
- b) Bidder agrees that at any time prior to the issuance of the Notice to Proceed for this Project, this Project may be canceled for the convenience of, and without cost to, the State.
- c) Bidder agrees that neither the State of South Carolina nor any of its agencies, employees or agents shall be responsible for any bid preparation costs, or any costs or charges of any type, should all bids be rejected or the Project canceled for any reason prior to the issuance of the Notice to Proceed.

§ 11. ELECTRONIC BID BOND

By signing below, the Principal is affirming that the identified electronic bid bond has been executed and that the Principal and Surety are firmly bound unto the State of South Carolina under the terms and conditions of the AIA Document A310, Bid Bond, included in the Bidding Documents.

ELECTRONIC BID BOND NUMBER: _____

SIGNATURE AND TITLE: _____

**SE-330
LUMP SUM BID FORM****CONTRACTOR'S CLASSIFICATIONS AND SUBCLASSIFICATIONS WITH LIMITATION****SC Contractor's License Number(s):** _____**Classification(s) & Limits:** _____**Subclassification(s) & Limits:** _____

By signing this Bid, the person signing reaffirms all representation and certification made by both the person signing and the Bidder, including without limitation, those appearing in Article 2 of the Instructions to Bidders, is expressly incorporated by reference.

BIDDER'S LEGAL NAME: _____**ADDRESS:** _____

TELEPHONE: _____**EMAIL:** _____**SIGNATURE:** _____ **DATE:** _____**PRINT NAME:** _____**TITLE:** _____

A101

Standard Form of Agreement Between
Owner and Contractor
(2007 Edition)

Original AIA Document on file at the office
of Swygert & Associates
1315 State St., Cayce, SC 29033

OSE FORM 00501**STANDARD MODIFICATIONS TO AGREEMENT BETWEEN OWNER AND CONTRACTOR**

AGENCY: University of South Carolina**PROJECT NAME:** East Energy Structural Steel Painting**PROJECT NUMBER:** H27-Z037

1. STANDARD MODIFICATIONS TO AIA A101-2007

- 1.1** These Standard Modifications amend or supplement the *Standard Form of Agreement Between Owner and Contractor* (AIA Document A101-2007) and other provisions of Bidding and Contract Documents as indicated below.
- 1.2** All provisions of A101-2007, which are not so amended or supplemented, remain in full force and effect.

2. MODIFICATIONS TO A101

- 2.1** *Insert the following at the end of Article 1:*
Any reference in this document to the Agreement between the Owner and Contractor, AIA Document A101, or some abbreviated reference thereof, shall mean the AIA A101, 2007 Edition as modified by OSE Form 00501 – Standard Modification to Agreement Between Owner and Contractor. Any reference in this document to the General Conditions of the Contract for Construction, AIA Document A201, or some abbreviated reference thereof, shall mean the AIA A201, 2007 Edition as modified by OSE Form 00811 – Standard Supplementary Conditions.
- 2.2** *Delete Section 3.1 and substitute the following:*
3.1 The Date of Commencement of the Work shall be the date fixed in a Notice to Proceed issued by the Owner. The Owner shall issue the Notice to Proceed to the Contractor in writing, no less than seven days prior to the Date of Commencement. Unless otherwise provided elsewhere in the contract documents, and provided the contractor has secured all required insurance and surety bonds, the contractor may commence work immediately after receipt of the Notice to Proceed.
- 2.3** *Delete Section 3.3 and substitute the following:*
3.3 The Contract Time as provided in Section 9(a) of the Bid Form (SE-330) for this Project shall be measured from the Date of Commencement. Contractor agrees that if the Contractor fails to achieve Substantial Completion of the Work within the Contract Time, the Owner shall be entitled to withhold or recover from the Contractor Liquidated Damages in the amounts set forth in Section 9(b) of the Bid Form (SE-330), subject to adjustments of this Contract Time as provided in the Contract Documents.
- 2.4** *In Section 5.1.1, insert the words “and Owner” after the phrase “Payment submitted to the Architect.”*
- 2.5** *Delete Section 5.1.3 and substitute the following:*
5.1.3 The Owner shall make payment of the certified amount to the Contractor not later than 21 days after receipt of the Application for Payment.
- 2.6** *In Section 5.1.6, insert the following after the phrase “Subject to other provisions of the Contract Documents”:*
and subject to Title 12, Chapter 8, Section 550 of the South Carolina Code of Laws, as amended (Withholding Requirements for Payments to Non-Residents).
In the spaces provided in Sub-Sections 1 and 2 for inserting the retainage amount, insert “three and one-half percent (3.5%).”
- 2.7** *In Section 5.1.8, delete the word “follows” and the colon and substitute the following:*
set forth in S.C. Code Ann. § 11-35-3030(4).
- 2.8** *In Section 5.1.9, delete the words “Except with the Owner’s prior approval, the” before the word “ Contractor.”*
- 2.9** *In Section 5.2.2, delete the number 30 and substitute the number 21, delete everything following the words “Certificate for Payment” and place a period at the end of the resulting sentence.*
- 2.10** *Delete the language of Sections 6.1 and 6.2 and substitute the word “Reserved” for the deleted language of each Section.*
- 2.11** *Delete the language of Section 8.2 and substitute the word “Reserved.”*

OSE FORM 00501**STANDARD MODIFICATIONS TO AGREEMENT BETWEEN OWNER AND CONTRACTOR**

2.12 *In Section 8.3, make the word "Representative" in the title plural, delete everything following the title, and substitute the following:*

8.3.1 Owner designates the individual listed below as its Senior Representative ("Owner's Senior Representative"), which individual has the responsibility for and, subject to Section 7.2.1 of the General Conditions, the authority to resolve disputes under Section 15.6 of the General Conditions:

Name: Tom Opal

Title: Senior Project Manager

Address: 743 Greene Street, Columbia, SC 29208

Telephone: (803) 777-7076

FAX: (803) 777-8739

Email: TNOPAL@fmc.sc.edu

8.3.2 Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions:

Name: Jerry Knox

Title: Project Manager

Address: 743 Greene Street, Columbia, SC 29208

Telephone: (803) 777-9019

FAX: (803) 777-8739

Email: KNOXJL3@mailbox.sc.edu

2.13 *In Section 8.4, make the word "Representative" in the title plural, delete everything following the title, and substitute the following:*

8.4.1 Contractor designates the individual listed below as its Senior Representative ("Contractor's Senior Representative"), which individual has the responsibility for and authority to resolve disputes under Section 15.6 of the General Conditions:

Name: _____

Title: _____

Address: _____

Telephone: _____

FAX: _____

Email: _____

8.4.2 Contractor designates the individual listed below as its Contractor's Representative, which individual has the authority and responsibility set forth in Section 3.1.1 of the General Conditions:

Name: _____

Title: _____

Address: _____

Telephone: _____

FAX: _____

Email: _____

2.14 *Add the following Section 8.6.1:*

8.6.1 The Architect's representative:

Name: Bill Livingston, PE

Title: Engineer

Address: Swygert & Associates, PO Box 11686, Columbia, SC 29211

Telephone: (803) 791-9300

FAX: (803) 791-0830

Email: _____

OSE FORM 00501

STANDARD MODIFICATIONS TO AGREEMENT BETWEEN OWNER AND CONTRACTOR

2.15 *In Section 9.1.7, Sub-Section 2, list the following documents in the space provided for listing documents:*

Invitation for Construction Services (SE-310)

Instructions to Bidders (AIA Document A701-1997)

Standard Supplemental Instructions to Bidders (OSE Form 00201)

Contractor's Bid (Completed SE-330)

Notice of Intent to Award (Completed SE-370)

2.16 *In Article 10, delete everything after the first sentence.*

END OF DOCUMENT

A201

General Conditions of the
Contract for Construction
(2007 Edition)

Original AIA Document on file at the office
of Swygert & Associates
1315 State St., Cayce, SC 29033

OSE FORM 00811

STANDARD SUPPLEMENTARY CONDITIONS

AGENCY: University of South Carolina

PROJECT NAME: East Energy Structural Steel Painting

PROJECT NUMBER: H27-Z037

1. GENERAL CONDITIONS

The *General Conditions of the Contract for Construction*, AIA Document A201, 2007 Edition, Articles 1 through 15 inclusive, is a part of this Contract and is incorporated as fully as if herein set forth. For brevity, AIA Document A201 is also referred to in the Contract Documents collectively as the "General Conditions."

2. STANDARD SUPPLEMENTARY CONDITIONS

2.1 The following supplements modify, delete and/or add to the General Conditions. Where any portion of the General Conditions is modified or any paragraph, Section or clause thereof is modified or deleted by these Supplementary Conditions, the unaltered provisions of the General Conditions shall remain in effect.

2.2 Unless otherwise stated, the terms used in these Standard Supplementary Conditions which are defined in the General Conditions have the meanings assigned to them in the General Conditions.

3. MODIFICATIONS TO A201-2007

3.1 *Insert the following at the end of Section 1.1.1:*

Any reference in this document to the Agreement between the Owner and Contractor, AIA Document A101, or some abbreviated reference thereof, shall mean the AIA A101, 2007 Edition as modified by OSE Form 00501 – Standard Modification to Agreement between Owner and Contractor. Any reference in this document to the General Conditions of the Contract for Construction, AIA Document A201, or some abbreviated reference thereof, shall mean the AIA A201, 2007 Edition as modified by OSE Form 00811 – Standard Supplementary Conditions.

3.2 *Delete the language of Section 1.1.8 and substitute the word "Reserved."*

3.3 *Add the following Section 1.1.9:*

1.1.9 NOTICE TO PROCEED

Notice to Proceed is a document issued by the Owner to the Contractor, with a copy to the Architect, directing the Contractor to begin prosecution of the Work in accordance with the requirements of the Contract Documents. The Notice to Proceed shall fix the date on which the Contract Time will commence.

3.4 *Insert the following at the end of Section 1.2.1:*

In the event of patent ambiguities within or between parts of the Contract Documents, the contractor shall 1) provide the better quality or greater quantity of Work, or 2) comply with the more stringent requirement, either or both in accordance with the Architect's interpretation.

3.5 *Delete Section 1.5.1 and substitute the following:*

1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as a violation of the Architect's or Architect's consultants' reserved rights.

3.6 *Delete Section 2.1.1 and substitute the following:*

2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization, except as provided in Section 7.1.2. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's Representative. [Reference § 8.2 of the Agreement.]

3.7 *Delete Section 2.1.2 and substitute the following:*

2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to post Notice of Project Commencement pursuant to Title 29, Chapter 5, Section 23 of the South Carolina Code of Laws, as amended.

OSE FORM 00811**STANDARD SUPPLEMENTARY CONDITIONS**

3.8 *Delete Section 2.2.3 and substitute the following:*

2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. Subject to the Contractor's obligations, including those in Section 3.2, the Contractor shall be entitled to rely on the accuracy of information furnished by the Owner pursuant to this Section but shall exercise proper precautions relating to the safe performance of the Work.

3.9 *Replace the period at the end of the last sentence of Section 2.2.4 with a semicolon and insert the following after the inserted semicolon:*

"however, the Owner does not warrant the accuracy of any such information requested by the Contractor that is not otherwise required of the Owner by the Contract Documents. Neither the Owner nor the Architect shall be required to conduct investigations or to furnish the Contractor with any information concerning subsurface characteristics or other conditions of the area where the Work is to be performed beyond that which is provide in the Contract Documents."

3.10 *Delete Section 2.2.5 and substitute the following:*

2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor with ten copies of the Contract Documents. The Contractor may make reproductions of the Contract Documents pursuant to Section 1.5.2. All copies of the drawings and specifications, except the Contractor's record set, shall be returned or suitably accounted for to the Owner, on request, upon completion of the Work.

3.11 *Add the following Sections 2.2.6 and 2.2.7:*

2.2.6 The Owner assumes no responsibility for any conclusions or interpretation made by the Contractor based on information made available by the Owner.

2.2.7 The Owner shall obtain, at its own cost, general building and specialty inspection services as required by the Contract Documents. The Contractor shall be responsible for payment of any charges imposed for reinspections.

3.12 *Delete Section 2.4 and substitute the following:*

2.4 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect, including but not limited to providing necessary resources, with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Directive shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

3.13 *Insert the following at the end of Section 3.2.1:*

The Contractor acknowledges that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Owner, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Owner.

3.14 *In the third sentence of Section 3.2.4, insert the word "latent" before the word "errors."***3.15** *In the last sentence of Section 3.3.1, insert the words "by the Owner in writing" after the word "instructed."***3.16** *Delete the third sentence of Section 3.5 and substitute the following sentences:*

Work, materials, or equipment not conforming to these requirements shall be considered defective. Unless caused by the Contractor or a subcontractor at any tier, the Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

OSE FORM 00811**STANDARD SUPPLEMENTARY CONDITIONS**

3.17 *Insert the following at the end of Section 3.6:*

The Contractor shall comply with the requirements of Title 12, Chapter 9 of the South Carolina Code of Laws, as amended, regarding withholding tax for nonresidents, employees, contractors and subcontractors.

3.18 *In Section 3.7.1, delete the words “the building permit as well as for other” and insert the following sentence at the end of this section:*

Pursuant to Title 10, Chapter 1, Section 180 of the South Carolina Code of Laws, as amended, no local general or specialty building permits are required for state buildings.

3.19 *Delete the last sentence of Section 3.7.5 and substitute the following:*

Adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 7.3.3.

3.20 *Delete the last sentence of Section 3.8.2.3 and substitute the following:*

The amount of the Change Order shall reflect the difference between actual costs, as documented by invoices, and the allowances under Section 3.8.2.1.

3.21 *In Section 3.9.1, insert a comma after the word “superintendent” in the first sentence and insert the following after the inserted comma:*

acceptable to the Owner,

3.22 *Delete Section 3.9.2 and substitute the following:*

3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner the name and qualifications of a proposed superintendent. The Owner may reply within 14 days to the Contractor in writing stating (1) whether the Owner has reasonable objection to the proposed superintendent or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

3.23 *After the first sentence in Section 3.9.3, insert the following sentence:*

The Contractor shall notify the Owner, in writing, of any proposed change in the superintendent, including the reason therefore, prior to making such change.

3.24 *Delete Section 3.10.3 and substitute the following:*

3.10.3 Additional requirements, if any, for the construction schedule are as follows:

(Check box if applicable to this Contract)

☐ The construction schedule shall be in a detailed precedence-style critical path management (CPM) or primavera-type format satisfactory to the Owner and the Architect that shall also (1) provide a graphic representation of all activities and events that will occur during performance of the work; (2) identify each phase of construction and occupancy; and (3) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as “Milestone Dates”). Upon review and acceptance by the Owner and the Architect of the Milestone Dates, the construction schedule shall be deemed part of the Contract Documents and attached to the Agreement as Exhibit “A.” If not accepted, the construction schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner and the Architect and resubmitted for acceptance. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise the Owner of any delays or potential delays. Whenever the approved construction schedule no longer reflects actual conditions and progress of the work or the Contract Time is modified in accordance with the terms of the Contract Documents, the Contractor shall update the accepted construction schedule to reflect such conditions. In the event any progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report constitute an adjustment in the Contract Time, any Milestone Date, or the Contract Sum unless any such adjustment is agreed to by the Owner and authorized pursuant to Change Order.

3.25 *Add the following Section 3.10.4:*

3.10.4 Owner’s review and acceptance of Contractor’s schedule is not conducted for the purpose of either determining its accuracy and completeness or approving the construction means, methods, techniques, sequences or procedures. The Owner’s approval shall not relieve the Contractor of any obligations. Unless expressly addressed in a Modification, the Owner’s approval of a schedule shall not change the Contract Time.

OSE FORM 00811 **STANDARD SUPPLEMENTARY CONDITIONS**

3.26 *Add the following Section 3.12.5.1:*

3.12.5.1 The fire sprinkler shop drawings shall be prepared by a licensed fire sprinkler contractor and shall accurately reflect actual conditions affecting the required layout of the fire sprinkler system. The fire sprinkler contractor shall certify the accuracy of his shop drawings prior to submitting them for review and approval. The fire sprinkler shop drawings shall be reviewed and approved by the Architect's engineer of record who, upon approving the sprinkler shop drawings will submit them to the State Fire Marshal or other authorities having jurisdiction for review and approval. The Architect's engineer of record will submit a copy of the State Fire Marshal's approval letter to the Contractor, Architect, and OSE. Unless authorized in writing by OSE, neither the Contractor nor subcontractor at any tier shall submit the fire sprinkler shop drawings directly to the State Fire Marshal or other authorities having jurisdiction for approval.

3.27 *In the fourth sentence of Section 3.12.10, after the comma following the words "licensed design professional," insert the following:*

who shall comply with reasonable requirements of the Owner regarding qualifications and insurance and

3.28 *In Section 3.13, insert the section number "3.13.1" before the opening words "The Contractors shall."*

3.29 *Add the following Sections 3.13.2 and 3.13.3:*

3.13.2 Protection of construction materials and equipment stored at the Project site from weather, theft, vandalism, damage, and all other adversity is solely the responsibility of the Contractor. The Contractor shall perform the work in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed, to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the Work shall be free from all debris, building materials, and equipment likely to cause hazardous conditions.

3.13.3 The Contractor and any entity for which the Contractor is responsible shall not erect any sign on the Project site without the prior written consent of the Owner.

3.30 *In the first sentence of Section 3.18.1, after the parenthetical "... (other than the Work itself), ..." and before the word "...but...", insert the following:*

including loss of use resulting therefrom,

3.31 *Delete Section 4.1.1 and substitute the following:*

4.1.1 The Architect is that person or entity identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

3.32 *Insert the following at the end of Section 4.2.1:*

Any reference in the Contract Documents to the Architect taking action or rendering a decision with a "reasonable time" is understood to mean no more than fourteen days, unless otherwise specified in the Contract Documents or otherwise agreed to by the parties.

3.33 *Delete the first sentence of Section 4.2.2 and substitute the following:*

The Architect will visit the site as necessary to fulfill its obligation to the Owner for inspection services, if any, and, at a minimum, to assure conformance with the Architect's design as shown in the Contract Documents and to observe the progress and quality of the various components of the Contractor's Work, and to determine if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents.

3.34 *Delete the first sentence of Section 4.2.3 and substitute the following:*

On the basis of the site visits, the Architect will keep the Owner informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

3.35 *In Section 4.2.5, after the words "evaluations of the" and before the word "Contractor's," insert the following:*

Work completed and correlated with the

3.36 *Delete the first sentence of Section 4.2.11 and substitute the following:*

4.2.11 The Architect will, in the first instance, interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. Upon receipt of such request, the Architect will promptly provide the non-requesting party with a copy of the request.

OSE FORM 00811

STANDARD SUPPLEMENTARY CONDITIONS

3.37 *Insert the following at the end of Section 4.2.12:*

If either party disputes the Architects interpretation or decision, that party may proceed as provided in Article 15. The Architect's interpretations and decisions may be, but need not be, accorded any deference in any review conducted pursuant to law or the Contract Documents.

3.38 *Delete Section 4.2.14 and substitute the following:*

The Architect will review and respond to requests for information about the Contract Documents so as to avoid delay to the construction of the Project. The Architect's response to such requests will be made in writing with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information. Any response to a request for information must be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. Unless issued pursuant to a Modification, supplemental Drawings or Specifications will not involve an adjustment to the Contract Sum or Contract Time.

3.39 *Delete Section 5.2.1 and substitute the following:*

5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, within fourteen days after posting of the Notice of Intent to Award the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (excluding Listed Subcontractors but including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Owner may reply within 14 days to the Contractor in writing stating (1) whether the Owner has reasonable objection to any such proposed person or entity. Failure of the Owner to reply within the 14 day period shall constitute notice of no reasonable objection.

3.40 *Delete Section 5.2.2 and substitute the following:*

5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner has made reasonable and timely objection. The Owner shall not direct the Contractor to contract with any specific individual or entity for supplies or services unless such supplies and services are necessary for completion of the Work and the specified individual or entity is the only source of such supply or services.

3.41 *In the first sentence of Section 5.2.3, delete the words "...or Architect..." in the two places they appear.*

3.42 *Delete the words "...or Architect..." in the in the first sentence of Section 5.2.4 and insert the following sentence at the end of Section 5.2.4:*

The Contractor's request for substitution must be made to the Owner in writing accompanied by supporting information.

3.43 *Add the following Section 5.2.5:*

5.2.5 A Subcontractor identified in the Contractor's Bid in response the specialty subcontractor listing requirements of Section 7 of the Bid Form (SE-330) may only be substituted in accordance with and as permitted by the provisions of Title 11, Chapter 35, Section 3021 of the South Carolina Code of Laws, as amended. A proposed substitute for a Listed Subcontractor shall be subject to the Owner's approval as set forth in Section 5.2.3.

3.44 *Add the following Section 5.2.6:*

5.2.6 The Iran Divestment Act List is a list published by the Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtm>(.) Consistent with Section 11-57-330(B), the Contractor shall not contract with any person to perform a part of the Work, if, at the time you enter into the subcontract, that person is on the then-current version of the Iran Divestment Act List.

3.45 *In Section 5.3, delete everything following the heading "SUBCONTRACTUAL RELATIONS" and insert the following Sections 5.3.1, 5.3.2, 5.3.3, and 5.3.4:*

5.3.1 By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise herein or in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract

OSE FORM 00811**STANDARD SUPPLEMENTARY CONDITIONS**

Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

5.3.2 Without limitation on the generality of Section 5.3.1, each Subcontract agreement and each Sub-subcontract agreement shall include, and shall be deemed to include, the following Sections of these General Conditions: 3.2, 3.5, 3.18, 5.3, 5.4, 6.2.2, 7.3.3, 7.5, 7.6, 13.1, 13.12, 14.3, 14.4, and 15.1.6.

5.3.3 Each Subcontract Agreement and each Sub-subcontract agreement shall exclude, and shall be deemed to exclude, Sections 13.2.1 and 13.6 and all of Article 15, except Section 15.1.6, of these General Conditions. In the place of these excluded sections of the General Conditions, each Subcontract Agreement and each Sub-subcontract may include Sections 13.2.1 and 13.6 and all of Article 15, except Section 15.1.6, of AIA Document A201-2007, Conditions of the Contract, as originally issued by the American Institute of Architects.

5.3.4 The Contractor shall assure the Owner that all agreements between the Contractor and its Subcontractor incorporate the provisions of Subparagraph 5.3.1 as necessary to preserve and protect the rights of the Owner and the Architect under the Contract Documents with respect to the work to be performed by Subcontractors so that the subcontracting thereof will not prejudice such rights. The Contractor's assurance shall be in the form of an affidavit or in such other form as the Owner may approve. Upon request, the Contractor shall provide the Owner or Architect with copies of any or all subcontracts or purchase orders.

3.46 *Delete the last sentence of Section 5.4.1.*

3.47 *Add the following Sections 5.4.4, 5.4.5 and 5.4.6:*

5.4.4 Each subcontract shall specifically provide that the Owner shall only be responsible to the subcontractor for those obligations of the Contractor that accrue subsequent to the Owner's exercise of any rights under this conditional assignment.

5.4.5 Each subcontract shall specifically provide that the Subcontractor agrees to perform portions of the Work assigned to the Owner in accordance with the Contract Documents.

5.4.6 Nothing in this Section 5.4 shall act to reduce or discharge the Contractor's payment bond surety's obligations to claimants for claims arising prior to the Owner's exercise of any rights under this conditional assignment.

3.48 *Delete the language of Section 6.1.4 and substitute the word "Reserved."*

3.49 *Insert the following at the end of Section 7.1.2:*

If the amount of a Modification exceeds the limits of the Owner's Construction Change Order Certification (reference Section 9.1.7.2 of the Agreement), then the Owner's agreement is not effective, and Work may not proceed, until approved in writing by the Office of State Engineer.

3.50 *Delete Section 7.2.1 and substitute the following:*

7.2.1 A Change Order is a written instrument prepared by the Architect (using State Form SE-480 "Construction Change Order") and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- .1** The change in the Work;
- .2** The amount of the adjustment, if any, in the Contract Sum; and
- .3** The extent of the adjustment, if any, in the Contract Time.

3.51 *Add the following Sections 7.2.2, 7.2.3, 7.2.4, and 7.2.5:*

7.2.2 If a Change Order provides for an adjustment to the Contract Sum, the adjustment must be calculated in accordance with Section 7.3.3.

7.2.3 At the Owner's request, the Contractor shall prepare a proposal to perform the work of a proposed Change Order setting forth the amount of the proposed adjustment, if any, in the Contract Sum; and the extent of the proposed adjustment, if any, in the Contract Time. Any proposed adjustment in the Contract sum shall be prepared in accordance with Section 7.2.2. The Owner's request shall include any revisions to the Drawings or Specifications necessary to define any changes in the Work. Within fifteen days of receiving the request, the Contractor shall submit the proposal to the Owner and Architect along with all documentation required by Section 7.6.

OSE FORM 00811**STANDARD SUPPLEMENTARY CONDITIONS**

7.2.4 If the Contractor requests a Change Order, the request shall set forth the proposed change in the Work and shall be prepared in accordance with Section 7.2.3. If the Contractor requests a change to the Work that involves a revision to either the Drawings or Specifications, the Contractor shall reimburse the Owner for any expenditure associated with the Architects' review of the proposed revisions, except to the extent the revisions are accepted by execution of a Change Order.

7.2.5 Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, any adjustments to the Contract Sum or the Contract Time.

3.52 *Delete 7.3.3 and substitute the following:*

7.3.3 PRICE ADJUSTMENTS

7.3.3.1 If any Modification, including a Construction Change Directive, provides for an adjustment to the Contract Sum, the adjustment shall be based on whichever of the following methods is the most valid approximation of the actual cost to the contractor, with overhead and profit as allowed by Section 7.5:

- .1** Mutual acceptance of a lump sum;
- .2** Unit prices stated in the Contract Documents, except as provided in Section 7.3.4, or subsequently agreed upon;
- .3** Cost attributable to the events or situations under applicable clauses with adjustment of profits or fee, all as specified in the contract, or subsequently agreed upon by the parties, or by some other method as the parties may agree; or
- .4** As provided in Section 7.3.7.

7.3.3.2 Consistent with Section 7.6, costs must be properly itemized and supported by substantiating data sufficient to permit evaluation before commencement of the pertinent performance or as soon after that as practicable. All costs incurred by the Contractor must be justifiably compared with prevailing industry standards. Except as provided in Section 7.5, all adjustments to the Contract Price shall be limited to job specific costs and shall not include indirect costs, overhead, home office overhead, or profit.

3.53 *Delete Section 7.3.7 and substitute the following:*

7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall make an initial determination, consistent with Section 7.3.3, of the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in Section 7.5. In such case, and also under Section 7.3.3.1.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1** Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2** Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3** Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others; and
- .4** Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work.

3.54 *Delete Section 7.3.8 and substitute the following:*

7.3.8 Using the percentages stated in Section 7.5, any adjustment to the Contract Sum for deleted work shall include any overhead and profit attributable to the cost for the deleted Work.

3.55 *Add the following Sections 7.5 and 7.6:*

7.5 AGREED OVERHEAD AND PROFIT RATES

7.5.1 For any adjustment to the Contract Sum for which overhead and profit may be recovered, other than those made pursuant to Unit Prices stated in the Contract Documents, the Contractor agrees to charge and accept, as full payment for overhead and profit, the following percentages of costs attributable to the change in the Work. The percentages cited below shall be considered to include all indirect costs including, but not limited to: field and office managers, supervisors and assistants, incidental job burdens, small tools, and general overhead allocations. The allowable percentages for overhead and profit are as follows:

OSE FORM 00811**STANDARD SUPPLEMENTARY CONDITIONS**

- .1 To the Contractor for work performed by the Contractor's own forces, 17% of the Contractor's actual costs.
- .2 To each Subcontractor for work performed by the Subcontractor's own forces, 17% of the subcontractor's actual costs.
- .3 To the Contractor for work performed by a subcontractor, 10% of the subcontractor's actual costs (not including the subcontractor's overhead and profit).

7.6 PRICING DATA AND AUDIT**7.6.1 Cost or Pricing Data.**

Upon request of the Owner or Architect, Contractor shall submit cost or pricing data prior to execution of a Modification which exceeds \$500,000. Contractor shall certify that, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of a mutually determined specified date prior to the date of pricing the Modification. Contractor's price, including profit, shall be adjusted to exclude any significant sums by which such price was increased because Contractor furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date specified by the parties. Notwithstanding Subparagraph 9.10.4, such adjustments may be made after final payment to the Contractor.

7.6.2 Cost or pricing data means all facts that, as of the date specified by the parties, prudent buyers and sellers would reasonably expect to affect price negotiations significantly. Cost or pricing data are factual, not judgmental; and are verifiable. While they do not indicate the accuracy of the prospective contractor's judgment about estimated future costs or projections, they do include the data forming the basis for that judgment. Cost or pricing data are more than historical accounting data; they are all the facts that can be reasonably expected to contribute to the soundness of estimates of future costs and to the validity of determinations of costs already incurred.

7.6.3 Records Retention.

As used in Section 7.6, the term "records" means any books or records that relate to cost or pricing data that Contractor is required to submit pursuant to Section 7.6.1. Contractor shall maintain records for three years from the date of final payment, or longer if requested by the chief procurement officer. The Owner may audit Contractor's records at reasonable times and places.

3.56 Delete Section 8.2.2 and substitute the following:

8.2.2 The Contractor shall not knowingly commence operations on the site or elsewhere prior to the effective date of surety bonds and insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such surety bonds or insurance.

3.57 Delete Section 8.3.1 and substitute the following:

8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the control of the Contractor and any subcontractor at any tier; or by delay authorized by the Owner pending dispute resolution; or by other causes that the Architect determines may justify delay, then to the extent such delay will prevent the Contractor from achieving Substantial Completion within the Contract Time and provided the delay (1) is not caused by the fault or negligence of the Contractor or a subcontractor at any tier and (2) is not due to unusual delay in the delivery of supplies, machinery, equipment, or services when such supplies, machinery, equipment, or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery, the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

3.58 Insert the following at the end of Section 9.1:

All changes to the Contract Sum shall be adjusted in accordance with Section 7.3.3.

3.59 Delete Section 9.2 and substitute the following:**9.2 SCHEDULE OF VALUES**

9.2.1 The Contractor shall submit to the Architect, within ten days of full execution of the Agreement, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. As requested by the Architect, the Contractor and each Subcontractor shall prepare a trade payment breakdown for the Work for which each is responsible, such breakdown being submitted on a uniform standardized format approved by the Architect and Owner. The breakdown shall be divided in detail, using convenient units, sufficient to accurately determine the value

OSE FORM 00811**STANDARD SUPPLEMENTARY CONDITIONS**

of completed Work during the course of the Project. The Contractor shall update the schedule of values as required by either the Architect or Owner as necessary to reflect:

- .1 the description of Work (listing labor and material separately);
- .2 the total value;
- .3 the percent and value of the Work completed to date;
- .4 the percent and value of previous amounts billed; and
- .5 the current percent completed and amount billed.

9.2.2 Any schedule of values or trade breakdown that fails to include sufficient detail, is unbalanced, or exhibits "front-loading" of the value of the Work shall be rejected. If a schedule of values or trade breakdown is used as the basis for payment and later determined to be inaccurate, sufficient funds shall be withheld from future Applications for Payment to ensure an adequate reserve (exclusive of normal retainage) to complete the Work.

3.60 *Delete Section 9.3.1 and substitute the following:*

Monthly, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2., for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require (such as copies of requisitions from Subcontractors and material suppliers) and shall reflect retainage and any other adjustments provided in Section 5 of the Agreement. If required by the Owner or Architect, the Application for Payment shall be accompanied by a current construction schedule.

3.61 *In Section 9.3.2, add the following words to the end of the second sentence:*

provided such materials or equipment will be subsequently incorporated in the Work

Insert the following at the end of Section 9.3.2:

The Contractor shall 1) protect such materials from diversion, vandalism, theft, destruction, and damage, 2) mark such materials specifically for use on the Project, and 3) segregate such materials from other materials at the storage facility. The Architect and the Owner shall have the right to make inspections of the storage areas at any time.

3.62 *In Section 9.4.2, in the first sentence, after the words "Work has progressed to the point indicated," insert the following:*

in both the Application for Payment and, if required to be submitted by the Contractor, the accompanying current construction schedule

In the last sentence, delete the third item starting with "(3) reviewed copies" and ending with "Contractor's right to payment,"

3.63 *In Section 9.5.1, in the first sentence, delete the word "may" after the opening words "The Architect" and substitute the word "shall."*

In Section 9.5.1, insert the following sentence after the first sentence:

The Architect shall withhold a Certificate of Payment if the Application for Payment is not accompanied by the current construction schedule required by Section 3.10.1.

3.64 *In Section 9.6.2, delete the word "The..." at the beginning of the first sentence and substitute the following:*

Pursuant to Chapter 6 of Title 29 of the South Carolina Code of Laws, as amended, the

3.65 *Delete Section 9.7 and substitute following:*

9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment to the Owner, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the time established in the Contract Documents the amount certified by the Architect or awarded by a final dispute resolution order, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased, in accordance with the provisions of Section 7.3.3, by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

3.66 *Insert the following words at the end of the sentence in Section 9.8.1:*

and when all required occupancy permits, if any, have been issued and copies have been delivered to the Owner.

OSE FORM 00811**STANDARD SUPPLEMENTARY CONDITIONS**

3.67 *In Section 9.8.2, insert the word “written” after the word “comprehensive” and before the word “list.”*

3.68 *Delete Section 9.8.3 and substitute the following:*

9.8.3.1 Upon receipt of the Contractor’s list, the Architect, with the Owner and any other person the Architect or the Owner choose, will make an inspection on a date and at a time mutually agreeable to the Architect, Owner, and Contractor, to determine whether the Work or designated portion thereof is substantially complete. The Contractor shall furnish access for the inspection and testing as provided in this Contract. The inspection shall include a demonstration by the Contractor that all equipment, systems and operable components of the Work function properly and in accordance with the Contract Documents. If the Architect’s inspection discloses any item, whether or not included on the Contractor’s list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion. If more than one Substantial Completion inspection is required, the Contractor shall reimburse the Owner for all costs of reinspections or, at the Owner’s option, the costs may be deducted from payments due to the Contractor.

9.8.3.2 If the Architect and Owner concur in the Contractor’s assessment that the Work or a portion of the Work is safe to occupy, the Owner and Contractor may arrange for a Certificate of Occupancy Inspection by OSE. The Owner, Architect, and Contractor shall be present at OSE’s inspection. Upon verifying that the Work or a portion of the Work is substantially complete and safe to occupy, OSE will issue, as appropriate, a Full or Partial Certificate of Occupancy.

3.69 *In the second sentence of Section 9.8.5, delete the words “and consent of surety, if any.”*

3.70 *In the first sentence of Section 9.9.1, delete the words “Section 11.3.1.5” and substitute the words “Section 11.3.1.3.”*

3.71 *Delete Section 9.10.1 and substitute the following:*

9.10.1 Unless the parties agree otherwise in the Certificate of Substantial Completion, the Contractor shall achieve Final Completion no later than thirty days after Substantial Completion. Upon receipt of the Contractor’s written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect, with the Owner and any other person the Architect or the Owner choose, will make an inspection on a date and at a time mutually agreeable to the Architect, Owner, and Contractor, and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect’s knowledge, information and belief, and on the basis of the Architect’s on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect’s final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor’s being entitled to final payment have been fulfilled. If more than one Final Completion inspection is required, the Contractor shall reimburse the Owner for all costs of reinspections or, at the Owner’s option, the costs may be deducted from payments due to the Contractor. If the Contractor does not achieve final completion within thirty days after Substantial Completion or the timeframe agreed to by the parties in the Certificate of Substantial Completion, whichever is greater, the Contractor shall be responsible for any additional Architectural fees resulting from the delay.

3.72 *Delete the first sentence of Section 9.10.2 and substitute the following:*

Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner’s property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days’ prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner, (6) required Training Manuals, (7) equipment Operations and Maintenance Manuals, (8) any certificates of testing, inspection or approval required by the Contract Documents and not previously provided (9) all warranties and guarantees required under or pursuant to the Contract Documents, and (10) one copy of the Documents required by Section 3.11.

OSE FORM 00811**STANDARD SUPPLEMENTARY CONDITIONS**

3.73 Delete the first sentence of Section 9.10.3 and substitute the following:

If, after Substantial Completion of the Work, final completion thereof is delayed 60 days through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted.

3.74 Delete Section 9.10.5 and substitute the following:

9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those specific claims in stated amounts that have been previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

3.75 Add the following Section 9.10.6:

9.10.6 If OSE has not previously issued a Certificate of Occupancy for the entire Project, the Parties shall arrange for a representative of OSE to participate in the Final Completion Inspection. Representatives of the State Fire Marshal's Office and other authorities having jurisdiction may be present at the Final Completion Inspection or otherwise inspect the completed Work and advise the Owner whether the Work meets their respective requirements for the Project.

3.76 Delete Section 10.3.1 and substitute the following:

10.3.1 If the Contractor encounters a hazardous material or substance which was not discoverable as provided in Section 3.2.1 and not required by the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons or serious loss to real or personal property resulting from such material or substance encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing. Hazardous materials or substances are those hazardous, toxic, or radioactive materials or substances subject to regulations by applicable governmental authorities having jurisdiction, such as, but not limited to, the S.C. Department of Health and Environmental Control, the U.S. Environmental Protection Agency, and the U.S. Nuclear Regulatory Commission.

3.77 Insert the following at the end of Section 10.3.2:

In the absence of agreement, the Architect will make an interim determination regarding any delay or impact on the Contractor's additional costs. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15. Any adjustment in the Contract Sum shall be determined in accordance with Section 7.3.3.

3.78 Delete Section 10.3.3 and substitute the following:

10.3.3 The Work in the affected area shall be resumed immediately following the occurrence of any one of the following events: (a) the Owner causes remedial work to be performed that results in the absence of hazardous materials or substances; (b) the Owner and the Contractor, by written agreement, decide to resume performance of the Work; or (c) the Work may safely and lawfully proceed, as determined by an appropriate governmental authority or as evidenced by a written report to both the Owner and the Contractor, which is prepared by an environmental engineer reasonably satisfactory to both the Owner and the Contractor.

3.79 In Section 10.3.5, delete the word "The" at the beginning of the sentence and substitute the following:

In addition to its obligations under Section 3.18, the

3.80 Delete the language of Section 10.3.6 and substitute the word "Reserved."**3.81** Insert the following at the end of Section 10.4:

The Contractor shall immediately give the Architect notice of the emergency. This initial notice may be oral followed within five days by a written notice setting forth the nature and scope of the emergency. Within fourteen days of the start of the emergency, the Contractor shall give the Architect a written estimate of the cost and probable effect of delay on the progress of the Work.

3.82 Delete 11.1.2 and substitute the following:

11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified below or required by law, whichever coverage is greater. Coverages shall be written on an occurrence basis and shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

OSE Form 00811

OSE FORM 00811**STANDARD SUPPLEMENTARY CONDITIONS**

3.88 *Delete Section 11.3.2 and substitute the following:*

11.3.2 BOILER AND MACHINERY INSURANCE

The Contractor shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall both be named insureds.

3.89 *Delete Section 11.3.3 and substitute the following:*

11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. To the extent any losses are covered and paid for by such insurance, the Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

3.90 *Delete Section 11.3.4 and substitute the following:*

11.3.4 If the Owner requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Contractor shall, if possible, include such insurance, and the cost thereof shall be charged to the Owner by appropriate Change Order.

3.91 *Delete the language of Section 11.3.5 and substitute the word "Reserved."*

3.92 *Delete Section 11.3.6 and substitute the following:*

11.3.6 Before an exposure to loss may occur, the Contractor shall file with the Owner a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Owner.

3.93 *Delete the first sentence of Section 11.3.7 and substitute the following:*

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent the property insurance provided by the Contractor pursuant to this Section 11.3 covers and pays for the damage, except such rights as they have to proceeds of such insurance held by the Contractor as fiduciary.

3.94 *Delete the first sentence of Section 11.3.8 and substitute the following:*

A loss insured under the Contractor's property insurance shall be adjusted by the Contractor as fiduciary and made payable to the Contractor as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgage clause and of Section 11.3.10.

3.95 *Delete Section 11.3.9 and substitute the following:*

11.3.9 If required in writing by a party in interest, the Contractor as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Contractor's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Contractor shall deposit in a separate account proceeds so received, which the Contractor shall distribute in accordance with such agreement as the parties in interest may reach. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor.

3.96 *Delete Section 11.3.10 and substitute the following:*

11.3.10 The Contractor as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Contractor's exercise of this power; if such objection is made, the dispute shall be resolved in the manner provided in the contract between the parties in dispute as the method of binding dispute resolution. The Contractor as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with a final order or determination issued by the appropriate authority having jurisdiction over the dispute.

OSE FORM 00811**STANDARD SUPPLEMENTARY CONDITIONS**

3.97 *Delete Section 11.4.1 and substitute the following:*

11.4.1 Before commencing any services hereunder, the Contractor shall provide the Owner with Performance and Payment Bonds, each in an amount not less than the Contract Price set forth in Article 4 of the Agreement. The Surety shall have, at a minimum, a "Best Rating" of "A" as stated in the most current publication of "Best's Key Rating Guide, Property-Casualty". In addition, the Surety shall have a minimum "Best Financial Strength Category" of "Class V", and in no case less than five (5) times the contract amount. The Performance Bond shall be written on Form SE-355, "Performance Bond" and the Payment Bond shall be written on Form SE-357, "Labor and Material Payment Bond", and both shall be made payable to the Owner.

3.98 *Delete Section 11.4.2 and substitute the following:*

11.4.2 The Performance and Labor and Material Payment Bonds shall:

- .1 be issued by a surety company licensed to do business in South Carolina;
- .2 be accompanied by a current power of attorney and certified by the attorney-in-fact who executes the bond on the behalf of the surety company; and
- .3 remain in effect for a period not less than one (1) year following the date of Substantial Completion or the time required to resolve any items of incomplete Work and the payment of any disputed amounts, whichever time period is longer.

3.99 *Add the following Sections 11.4.3 and 11.4.4:*

11.4.3 Any bonds required by this Contract shall meet the requirements of the South Carolina Code of Laws and Regulations, as amended.

11.4.4 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

3.100 *Delete Section 12.1.1 and substitute the following:*

12.1.1 If a portion of the Work is covered contrary to the requirements specifically expressed in the Contract Documents, including inspections of work-in-progress required by all authorities having jurisdiction over the Project, it must, upon demand of the Architect or authority having jurisdiction, be uncovered for observation and be replaced at the Contractor's expense without change in the Contract Time.

3.101 *In Section 12.2.2.1, delete the words "and to make a claim for breach of warranty" at the end of the third sentence.***3.102** *In Section 12.2.2.3, add the following to the end of the sentence:*

unless otherwise provided in the Contract Documents.

3.103 *Insert the following at the end of Section 12.2.4:*

If, prior to the date of Substantial Completion, the Contractor, a Subcontractor, or anyone for whom either is responsible, uses or damages any portion of the Work, including, without limitation, mechanical, electrical, plumbing, and other building systems, machinery, equipment, or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner.

3.104 *Delete Section 13.1 and substitute the following:***13.1 GOVERNING LAW**

The Contract, any dispute, claim, or controversy relating to the Contract, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules.

3.105 *Delete Section 13.2, including its Sub-Sections 13.2.1 and 13.2.2, and substitute the following:***13.2 SUCCESSORS AND ASSIGNS**

The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole, or in part, without written consent of the other and then only in accordance with and as permitted by Regulation 19-445.2180 of the South Carolina Code of Regulations, as amended. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

OSE FORM 00811**STANDARD SUPPLEMENTARY CONDITIONS**

3.106 *Delete Section 13.3 and substitute the following:*

13.3 WRITTEN NOTICE

Unless otherwise permitted herein, all notices contemplated by the Contract Documents shall be in writing and shall be deemed given:

- .1 upon actual delivery, if delivery is by hand;
- .2 upon receipt by the transmitting party of confirmation or reply, if delivery is by electronic mail, facsimile, telex or telegram;
- .3 upon receipt, if delivery is by the United States mail.

Notice to Contractor shall be to the address provided in Section 8.3.2 of the Agreement. Notice to Owner shall be to the address provided in Section 8.2.2 of the Agreement. Either party may designate a different address for notice by giving notice in accordance with this paragraph.

3.107 *In Section 13.4.1, insert the following at the beginning of the sentence:*

Unless expressly provided otherwise,

3.108 *Add the following Section 13.4.3:*

13.4.3 Notwithstanding Section 9.10.4, the rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses:

- 1.5** Ownership and Use of Drawings, Specifications and Other Instruments of Service;
- 3.5** Warranty
- 3.17** Royalties, Patents and Copyrights
- 3.18** Indemnification
- 7.6** Cost or Pricing Data
- 11.1** Contractor's Liability Insurance
- 11.4** Performance and Payment Bond
- 15.1.6** Claims for Listed Damages
- 15.1.7** Waiver of Claims Against the Architect
- 15.6** Dispute Resolution
- 15.6.5** Service of Process

3.109 *Delete Section 13.6 and substitute the following:*

13.6 INTEREST

Payments due to the Contractor and unpaid under the Contract Documents shall bear interest only if and to the extent allowed by Title 29, Chapter 6, Article 1 of the South Carolina Code of Laws. Amounts due to the Owner shall bear interest at the rate of one percent a month or a pro rata fraction thereof on the unpaid balance as may be due.

3.110 *Delete the language of Section 13.7 and substitute the word "Reserved."*

3.111 *Add the following Sections 13.8 through 13.16:*

13.8 PROCUREMENT OF MATERIALS BY OWNER

The Contractor accepts assignment of all purchase orders and other agreements for procurement of materials and equipment by the Owner that are identified as part of the Contract Documents. The Contractor shall, upon delivery, be responsible for the storage, protection, proper installation, and preservation of such Owner purchased items, if any, as if the Contractor were the original purchaser. The Contract Sum includes, without limitation, all costs and expenses in connection with delivery, storage, insurance, installation, and testing of items covered in any assigned purchase orders or agreements. Unless the Contract Documents specifically provide otherwise, all Contractor warranty of workmanship and correction of the Work obligations under the Contract Documents shall apply to the Contractor's installation of and modifications to any Owner purchased items.

13.9 INTERPRETATION OF BUILDING CODES

As required by Title 10, Chapter 1, Section 180 of the South Carolina Code of Laws, as amended, OSE shall determine the enforcement and interpretation of all building codes and referenced standards on state buildings. The Contractor shall refer any questions, comments, or directives from local officials to the Owner and OSE for resolution.

OSE FORM 00811**STANDARD SUPPLEMENTARY CONDITIONS**

13.10 MINORITY BUSINESS ENTERPRISES

Contractor shall notify Owner of each Minority Business Enterprise (MBE) providing labor, materials, equipment, or supplies to the Project under a contract with the Contractor. Contractor's notification shall be via the first monthly status report submitted to the Owner after execution of the contract with the MBE. For each such MBE, the Contractor shall provide the MBE's name, address, and telephone number, the nature of the work to be performed or materials or equipment to be supplied by the MBE, whether the MBE is certified by the South Carolina Office of Small and Minority Business Assistance, and the value of the contract.

13.11 SEVERABILITY

If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

13.12 ILLEGAL IMMIGRATION

Contractor certifies and agrees that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agrees to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable both to Contractor and its subcontractors or sub-subcontractors; or (b) that Contractor and its subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." Contractor agrees to include in any contracts with its subcontractors language requiring its subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. (An overview is available at www.procurement.sc.gov)

13.13 SETOFF

The Owner shall have all of its common law, equitable, and statutory rights of set-off.

13.14 DRUG-FREE WORKPLACE

The Contractor certifies to the Owner that Contractor will provide a Drug-Free Workplace, as required by Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

13.15 FALSE CLAIMS

According to the S.C. Code of Laws § 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime.

13.16 NON-INDEMNIFICATION:

Any term or condition is void to the extent it requires the State to indemnify anyone. It is unlawful for a person charged with disbursements of state funds appropriated by the General Assembly to exceed the amounts and purposes stated in the appropriations. (§ 11-9-20) It is unlawful for an authorized public officer to enter into a contract for a purpose in which the sum is in excess of the amount appropriated for that purpose. It is unlawful for an authorized public officer to divert or appropriate the funds arising from any tax levied and collected for any one fiscal year to the payment of an indebtedness contracted or incurred for a previous year. (§ 11-1-40)

3.112 Delete Section 14.1.1 and substitute the following:

14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 45 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1** Issuance of an order of a court or other public authority having jurisdiction that requires substantially all Work to be stopped; or
- .2** An act of government, such as a declaration of national emergency that requires substantially all Work to be stopped.
- .3** Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents and the Contractor has stopped work in accordance with Section 9.7

OSE FORM 00811**STANDARD SUPPLEMENTARY CONDITIONS**

3.113 *Insert the following at the end of Section 14.1.3:*

Any adjustment to the Contract Sum pursuant to this Section shall be made in accordance with the requirements of Article 7.

3.114 *In Section 14.1.4, replace the word “repeatedly” with the word “persistently.”***3.115** *Delete Section 14.2.1 and substitute the following:***14.2.1** The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials, or otherwise fails to prosecute the Work, or any separable part of the Work, with the diligence, resources and skill that will ensure its completion within the time specified in the Contract Documents, including any authorized adjustments;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the Contract Documents and the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

3.116 *In Section 14.2.2, delete the parenthetical statement “, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action,” immediately following the word “Owner” in the first line.***3.117** *In Section 14.2.4, replace the words “Initial Decision Maker” with the word “Architect”***3.118** *Add the following Section 14.2.5:*

14.2.5 If, after termination for cause, it is determined that the Owner lacked justification to terminate under Section 14.2.1, or that the Contractor’s default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Owner under Section 14.4.

3.119 *Delete the second sentence of Section 14.3.2 and substitute the following:*

Any adjustment to the Contract Sum made pursuant to this section shall be made in accordance with the requirements of Article 7.3.3.

3.120 *Delete Section 14.4.1 and substitute the following:*

14.4.1 The Owner may, at any time, terminate the Contract, in whole or in part for the Owner’s convenience and without cause. The Owner shall give written notice of the termination to the Contractor specifying the part of the Contract terminated and when termination becomes effective.

3.121 *Delete Section 14.4.2 and substitute the following:*

14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner’s convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work;
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders; and
- .4 complete the performance of the Work not terminated, if any.

3.122 *Delete Section 14.4.3 and substitute the following:*

14.4.3 In case of such termination for the Owner’s convenience, the Contractor shall be entitled to receive payment for Work executed, costs incurred by reason of such termination, and any other adjustments otherwise allowed by the Contract. Any adjustment to the Contract Sum made pursuant to this Section 14.4 shall be made in accordance with the requirements of Article 7.3.3.

3.123 *Add the following Sections 14.4.4, 14.4.5, and 14.5:*

14.4.4 Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the Owner's right to require the termination of a subcontract, or (ii) increase the obligation of the Owner beyond what it would have been if the subcontract had contained an appropriate clause.

OSE FORM 00811**STANDARD SUPPLEMENTARY CONDITIONS**

14.4.5 Upon written consent of the Contractor, the Owner may reinstate the terminated portion of this Contract in whole or in part by amending the notice of termination if it has been determined that:

- .1** the termination was due to withdrawal of funding by the General Assembly, Governor, or Budget and Control Board or the need to divert project funds to respond to an emergency as defined by Regulation 19-445.2110(B) of the South Carolina Code of Regulations, as amended;
- .2** funding for the reinstated portion of the work has been restored;
- .3** circumstances clearly indicate a requirement for the terminated work; and
- .4** reinstatement of the terminated work is advantageous to the Owner.

14.5 CANCELLATION AFTER AWARD BUT PRIOR TO PERFORMANCE

Pursuant to Title 11, Chapter 35 and Regulation 19-445.2085 of the South Carolina Code of Laws and Regulations, as amended, this contract may be canceled after award but prior to performance.

3.124 *Insert the following sentence after the second sentence of Section 15.1.1:*

A voucher, invoice, payment application or other routine request for payment that is not in dispute when submitted is not a Claim under this definition.

3.125 *Delete Section 15.1.2 and substitute the following:***15.1.2 NOTICE OF CLAIMS**

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Architect. Such notice shall include sufficient information to advise the Architect and other party of the circumstances giving rise to the claim, the specific contractual adjustment or relief requested and the basis of such request. Claims by either party arising prior to the date final payment is due must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later except as stated for adverse weather days in Section 15.1.5.2. By failing to give written notice of a Claim within the time required by this Section, a party expressly waives its claim.

3.126 *Delete Section 15.1.3 and substitute the following:***15.1.3 CONTINUING CONTRACT PERFORMANCE**

Pending final resolution of a Claim, including any administrative review allowed under Section 15.6, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will issue Certificates for Payment in accordance with the initial decisions and determinations of the Architect.

3.127 *Insert the following at the end of Section 15.1.5.1:*

Claims for an increase in the Contract Time shall be based on one additional calendar day for each full calendar day that the Contractor is prevented from working.

3.128 *Insert the following Sub-Sections at the end of Section 15.1.5.2:*

- .1** Claims for adverse weather shall be based on actual weather conditions at the job site or other place of performance of the Work, as documented in the Contractor's job site log.
- .2** For the purpose of this Contract, a total of five (5) days per calendar month (non-cumulative) shall be anticipated as "adverse weather" at the job site, and such time will not be considered justification for an extension of time. If, in any month, adverse weather develops beyond the five (5) days, the Contractor shall be allowed to claim additional days to compensate for the excess weather delays only to the extent of the impact on the approved construction schedule and days the contractor was already scheduled to work. The remedy for this condition is for an extension of time only and is exclusive of all other rights and remedies available under the Contract Documents or imposed or available by law.
- .3** The Contractor shall submit monthly with their pay application all claims for adverse weather conditions that occurred during the previous month. The Architect shall review each monthly submittal in accordance with Section 15.5 and inform the Contractor and the Owner promptly of its evaluation. Approved days shall be included in the next Change Order issued by the Architect. Adverse weather conditions not claimed within the time limits of this Subparagraph shall be considered to be waived by the Contractor. Claims will not be allowed for adverse weather days that occur after the scheduled (original or adjusted) date of Substantial Completion.

OSE FORM 00811**STANDARD SUPPLEMENTARY CONDITIONS**

3.129 *Delete Section 15.1.6 and substitute the following:***15.1.6 CLAIMS FOR LISTED DAMAGES**

Notwithstanding any other provision of the Contract Documents, including Section 1.2.1, but subject to a duty of good faith and fair dealing, the Contractor and Owner waive Claims against each other for listed damages arising out of or relating to this Contract.

15.1.6.1 For the Owner, listed damages are (i) lost revenue and profit, (ii) losses resulting from injury to business or reputation, (iii) additional or escalated overhead and administration expenses, (iv) additional financing costs, (v) costs suffered by a third party unable to commence work, (vi) attorney's fees, (vii) any interest, except to the extent allowed by Section 13.6 (Interest), (viii) lost revenue and profit for lost use of the property, (ix) costs resulting from lost productivity or efficiency.

15.1.6.2 For the Contractor, listed damages are (i) lost revenue and profit, (ii) losses resulting from injury to business or reputation, (iii) additional or escalated overhead and administration expenses, (iv) additional financing costs, (v) attorney's fees, (vi) any interest, except to the extent allowed by Section 13.6 (Interest); (vii) unamortized equipment costs; and, (viii) losses incurred by subcontractors for the types of damages the Contractor has waive as against the Owner. Without limitation, this mutual waiver is applicable to all damages due to either party's termination in accordance with Article 14.

15.1.6.3 Nothing contained in this Section shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents. This mutual waiver is not applicable to amounts due or obligations under Section 3.18 (Indemnification).

3.130 *Add the following Section 15.1.7:***15.1.7 WAIVER OF CLAIMS AGAINST THE ARCHITECT**

Notwithstanding any other provision of the Contract Documents, including Section 1.2.1, but subject to a duty of good faith and fair dealing, the Contractor waives all claims against the Architect and any other design professionals who provide design and/or project management services to the Owner, either directly or as independent contractors or subcontractors to the Architect, for listed damages arising out of or relating to this Contract. The listed damages are (i) lost revenue and profit, (ii) losses resulting from injury to business or reputation, (iii) additional or escalated overhead and administration expenses, (iv) additional financing costs, (v) attorney's fees, (vi) any interest; (vii) unamortized equipment costs; and, (viii) losses incurred by subcontractors for the types of damages the Contractor has waive as against the Owner. This mutual waiver is not applicable to amounts due or obligations under Section 3.18 (Indemnification).

3.131 *Delete the language of Sections 15.2, 15.3, and 15.4, including all Sub-Sections, and substitute the word "Reserved" for the deleted language of each Section and Sub-Section.***3.132** *Add the following Sections 15.5 and 15.6 with their sub-sections:***15.5 CLAIM AND DISPUTES - DUTY OF COOPERATION, NOTICE, AND ARCHITECTS INITIAL DECISION**

15.5.1 Contractor and Owner are fully committed to working with each other throughout the Project to avoid or minimize claims. To further this goal, Contractor and Owner agree to communicate regularly with each other and the Architect at all times notifying one another as soon as reasonably possible of any issue that if not addressed may cause loss, delay, and/or disruption of the Work. If claims do arise, Contractor and Owner each commit to resolving such claims in an amicable, professional, and expeditious manner to avoid unnecessary losses, delays, and disruptions to the Work.

15.5.2 Claims shall first be referred to the Architect for initial decision. An initial decision shall be required as a condition precedent to resolution pursuant to Section 15.6 of any Claim arising prior to the date of final payment, unless 30 days have passed after the Claim has been referred to the Architect with no decision having been rendered, or after all the Architect's requests for additional supporting data have been answered, whichever is later. The Architect will not address claims between the Contractor and persons or entities other than the Owner.

15.5.3 The Architect will review Claims and within ten days of the receipt of a Claim (1) request additional supporting data from the claimant or a response with supporting data from the other party or (2) render an initial decision in accordance with Section 15.5.5.

OSE FORM 00811**STANDARD SUPPLEMENTARY CONDITIONS**

- 15.5.4** If the Architect requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Architect when the response or supporting data will be furnished or (3) advise the Architect that all supporting data has already been provided. Upon receipt of the response or supporting data, the Architect will render an initial decision in accordance with Section 15.5.5.
- 15.5.5** The Architect will render an initial decision in writing; (1) stating the reasons therefor; and (2) notifying the parties of any change in the Contract Sum or Contract Time or both. The Architect will deliver the initial decision to the parties within two weeks of receipt of any response or supporting data requested pursuant to Section 16.4 or within such longer period as may be mutually agreeable to the parties. If the parties accept the initial decision, the Architect shall prepare a Change Order with appropriate supporting documentation for the review and approval of the parties and the Office of State Engineer. If either the Contractor, Owner, or both, disagree with the initial decision, the Contractor and Owner shall proceed with dispute resolution in accordance with the provisions of Section 15.6.
- 15.5.6** In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

15.6 DISPUTE RESOLUTION

- 15.6.1** If a claim is not resolved pursuant to Section 15.5 to the satisfaction of either party, both parties shall attempt to resolve the dispute at the field level through discussions between Contractor's Representative and Owner's Representative. If a dispute cannot be resolved through Contractor's Representative and Owner's Representative, then the Contractor's Senior Representative and the Owner's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than twenty-one days after such a request is made, to attempt to resolve such dispute. Prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute. The meetings required by this Section are a condition precedent to resolution pursuant to Section 15.6.2.
- 15.6.2** If after meeting in accordance with the provisions of Section 15.6.1, the Senior Representatives determine that the dispute cannot be resolved on terms satisfactory to both the Contractor and the Owner, then either party may submit the dispute by written request to South Carolina's Chief Procurement Officer for Construction (CPOC). Except as otherwise provided in Article 15, all claims, claims, or controversies relating to the Contract shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or in the absence of jurisdiction a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the State regarding the Contract is not a waiver of either the State's sovereign immunity or the State's immunity under the Eleventh Amendment of the United States Constitution.
- 15.6.3** If any party seeks resolution to a dispute pursuant to Section 15.6.2, the parties shall participate in non-binding mediation to resolve the claim. If the claim is governed by Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws as amended and the amount in controversy is \$100,000.00 or less, the CPOC shall appoint a mediator, otherwise, the mediation shall be conducted by an impartial mediator selected by mutual agreement of the parties, or if the parties cannot so agree, a mediator designated by the American Arbitration Association ("AAA") pursuant to its Construction Industry Mediation Rules. The mediation will be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator.
- 15.6.4** Without relieving any party from the other requirements of Sections 15.5 and 15.6, either party may initiate proceedings in the appropriate forum prior to initiating or completing the procedures required by Sections 15.5 and 15.6 if such action is necessary to preserve a claim by avoiding the application of any applicable statutory period of limitation or repose.

OSE FORM 00811**STANDARD SUPPLEMENTARY CONDITIONS**

15.6.5 SERVICE OF PROCESS

Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any claims, claims, or controversies relating to the Contract; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided for the Contractor's Senior Representative or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

3.133 Add the following Article 16:**ARTICLE 16 PROJECT-SPECIFIC REQUIREMENTS AND INFORMATION****16.1. Inspection Requirements:** *(Indicate the inspection services required by the Contract)*

- ☐ Special Inspections are required and are not part of the Contract Sum. *(see section 01400)*
☒ Building Inspections are required and are not part of the Contract Sum. *(see section 01400)*

The inspections required for this Work are:

(Indicate which services are required and the provider)

- ☐ Civil: _____
☐ Structural: _____
☐ Mechanical: _____
☐ Plumbing: _____
☐ Electrical: _____
☐ Gas: _____
☒ Other *(list)*: Abatement

Remarks: _____

16.1.1 Contractor shall schedule and request inspections in an orderly and efficient manner and shall notify the Owner whenever the Contractor schedules an inspection in accordance with the requirements of Section 16.1. Contractor shall be responsible for the cost of inspections scheduled and conducted without the Owner's knowledge and for any increase in the cost of inspections resulting from the inefficient scheduling of inspections.

16.2 List Cash Allowances, if any. *(Refer to attachments as needed. If none, enter NONE)*

NONE

16.3. Requirements for Record Drawings, if any. *(Refer to attachments as needed. If none, enter NONE)*

Provide electronic copies of as-built drawings at the conclusion of the project as part of the close-out document submittal. Also refer to the Project Manual.

16.4. Requirements for Shop Drawings and other submittals, if any, including number, procedure for submission, list of materials to be submitted, etc. *(Refer to attachments as needed. If none, enter NONE)*

Refer to Project Manual.

16.5. Requirements for signage, on-site office or trailer, utilities, restrooms, etc., in addition to the Contract, if any. *(Refer to attachments as needed. If none, enter NONE)*

NONE

16.6. Requirements for Project Cleanup in addition to the Contract, if any. *(Refer to attachments as needed. If none, enter NONE)*

NONE

16.7. List all attachments that modify these General Conditions. *(If none, enter NONE)*

NONE

SE-355**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that *(Insert full name or legal title and address of Contractor)*

Name: _____

Address: _____

hereinafter referred to as “Contractor”, and *(Insert full name and address of principal place of business of Surety)*

Name: _____

Address: _____

hereinafter called the “surety”, are jointly and severally held and firmly bound unto *(Insert full name and address of Agency)*

Name: University of South Carolina

Address: 743 Greene Street

Columbia, SC 29208

hereinafter referred to as “Agency”, or its successors or assigns, the sum of _____ (\$ _____), being the sum of the Bond to which payment to be well and truly made, the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____ entered into a contract with Agency to construct

State Project Name: East Energy Structural Steel Painting

State Project Number: H27-Z037

Brief Description of Awarded Work, as found on the SE-330 or SE-332, Bid Form: The scope of work for this project is to strip and clean all paint, rust and debris from the structural steel on the top of the East Energy Facility and then repaint the clean surfaces as set within the specifications provided.

in accordance with Drawings and Specifications prepared by *(Insert full name and address of A-E)*

Name: Swygert & Associates

Address: PO Box 11686

Columbia, SC 29211

which agreement is by reference made a part hereof, and is hereinafter referred to as the Contract.

IN WITNESS WHEREOF, Surety and Contractor, intending to be legally bound hereby, subject to the terms stated herein, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

DATED this _____ **day of** _____, **2**
(shall be no earlier than Date of Contract)

BOND NUMBER _____

CONTRACTOR

By: _____
(Seal)

Print Name: _____

Print Title: _____

Witness: _____

SURETY

By: _____
(Seal)

Print Name: _____

Print Title: _____
(Attach Power of Attorney)

Witness: _____

(Additional Signatures, if any, appear on attached page)

SE-355**PERFORMANCE BOND****NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT:**

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Agency for the full and faithful performance of the contract, which is incorporated herein by reference.
2. If the Contractor performs the contract, the Surety and the Contractor have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.
3. The Surety's obligation under this Bond shall arise after:
 - 3.1 The Agency has notified the Contractor and the Surety at the address described in paragraph 10 below, that the Agency is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If the Agency, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the Agency's right, if any, subsequently to declare a Contractor Default; or
 - 3.2 The Agency has declared a Contractor Default and formally terminated the Contractor's right to complete the Contract.
4. The Surety shall, within 15 days after receipt of notice of the Agency's declaration of a Contractor Default, and at the Surety's sole expense, take one of the following actions:
 - 4.1 Arrange for the Contractor, with consent of the Agency, to perform and complete the Contract; or
 - 4.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Agency for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the Agency and the contractor selected with the Agency's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the Agency the amount of damages as described in paragraph 7 in excess of the Balance of the Contract Sum incurred by the Agency resulting from the Contractor Default; or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and:
 - 4.4.1 After investigation, determine the amount for which it may be liable to the Agency and, within 60 days of waiving its rights under this paragraph, tender payment thereof to the Agency; or
 - 4.4.2 Deny liability in whole or in part and notify the Agency, citing the reasons therefore.
5. Provided Surety has proceeded under paragraphs 4.1, 4.2, or 4.3, the Agency shall pay the Balance of the Contract Sum to either:
 - 5.1 Surety in accordance with the terms of the Contract; or
 - 5.2 Another contractor selected pursuant to paragraph 4.3 to perform the Contract.
 - 5.3 The balance of the Contract Sum due either the Surety or another contractor shall be reduced by the amount of damages as described in paragraph 7.
6. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond 15 days after receipt of written notice from the Agency to the Surety demanding that the Surety perform its obligations under this Bond, and the Agency shall be entitled to enforce any remedy available to the Agency.
 - 6.1 If the Surety proceeds as provided in paragraph 4.4 and the Agency refuses the payment tendered or the Surety has denied liability, in whole or in part, then without further notice the Agency shall be entitled to enforce any remedy available to the Agency.
 - 6.2 Any dispute, suit, action or proceeding arising out of or relating to this Bond shall be governed by the Dispute Resolution process defined in the Contract Documents and the laws of the State of South Carolina.
7. After the Agency has terminated the Contractor's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Agency shall be those of the Contractor under the Contract, and the responsibilities of the Agency to the Surety shall those of the Agency under the Contract. To a limit of the amount of this Bond, but subject to commitment by the Agency of the Balance of the Contract Sum to mitigation of costs and damages on the Contract, the Surety is obligated to the Agency without duplication for:
 - 7.1 The responsibilities of the Contractor for correction of defective Work and completion of the Contract; and
 - 7.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and
 - 7.3 Damages awarded pursuant to the Dispute Resolution Provisions of the Contract. Surety may join in any Dispute Resolution proceeding brought under the Contract and shall be bound by the results thereof; and
 - 7.4 Liquidated Damages, or if no Liquidated Damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. The Surety shall not be liable to the Agency or others for obligations of the Contractor that are unrelated to the Contract, and the Balance of the Contract Sum shall not be reduced or set-off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Agency or its heirs, executors, administrators, or successors.
9. The Surety hereby waives notice of any change, including changes of time, to the contract or to related subcontracts, purchase orders and other obligations.
10. Notice to the Surety, the Agency or the Contractor shall be mailed or delivered to the address shown on the signature page.
11. Definitions
 - 11.1 Balance of the Contract Sum: The total amount payable by the Agency to the Contractor under the Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts to be received by the Agency in settlement of insurance or other Claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Contract.
 - 11.2 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform the Contract or otherwise to comply with the terms of the Contract.

SE-357**LABOR & MATERIAL PAYMENT BOND****KNOW ALL MEN BY THESE PRESENTS**, that *(Insert full name or legal title and address of Contractor)*

Name: _____

Address: _____

hereinafter referred to as "Contractor", and *(Insert full name and address of principal place of business of Surety)*

Name: _____

Address: _____

hereinafter called the "surety", are jointly and severally held and firmly bound unto *(Insert full name and address of Agency)*Name: University of South CarolinaAddress: 743 Greene StreetColumbia, SC 29208

hereinafter referred to as "Agency", or its successors or assigns, the sum of _____ (\$ _____), being the sum of the Bond to which payment to be well and truly made, the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____ entered into a contract with Agency to constructState Project Name: East Energy Structural Steel PaintingState Project Number: H27-Z037

Brief Description of Awarded Work, as found on the SE-330 or SE-332, Bid Form: The scope of work for this project is to strip and clean all paint, rust and debris from the structural steel on the top of the East Energy Facility and then repaint the clean surfaces as set within the specifications provided.

in accordance with Drawings and Specifications prepared by *(Insert full name and address of A-E)*Name: Swygert & AssociatesAddress: PO Box 11686Columbia, SC 29211

which agreement is by reference made a part hereof, and is hereinafter referred to as the Contract.

IN WITNESS WHEREOF, Surety and Contractor, intending to be legally bound hereby, subject to the terms stated herein, do each cause this Labor and Material Payment Bond to be duly executed on its behalf by its authorized officer, agent or representative.

DATED this _____ **day of** _____, **2** _____
(shall be no earlier than Date of Contract)

BOND NUMBER _____**CONTRACTOR****SURETY**

By: _____
 (Seal)

By: _____
 (Seal)

Print Name: _____**Print Name:** _____**Print Title:** _____

Print Title: _____
(Attach Power of Attorney)

Witness: _____**Witness:** _____*(Additional Signatures, if any, appear on attached page)*

LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Agency to pay for all labor, materials and equipment required for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to the Agency, this obligation shall be null and void if the Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants; and
 - 2.2 Defends, indemnifies and holds harmless the Agency from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. With respect to Claimants, and subject to the provisions of Title 29, Chapter 5 and the provisions of §11-35-3030(2)(c) of the SC Code of Laws, as amended, the Surety's obligation under this Bond shall arise as follows:
 - 4.1 Every person who has furnished labor, material or rental equipment to the Contractor or its subcontractors for the work specified in the Contract, and who has not been paid in full therefore before the expiration of a period of ninety (90) days after the date on which the last of the labor was done or performed by him or material or rental equipment was furnished or supplied by him for which such claim is made, shall have the right to sue on the payment bond for the amount, or the balance thereof, unpaid at the time of institution of such suit and to prosecute such action for the sum or sums justly due him.
 - 4.2 A remote claimant shall have a right of action on the payment bond upon giving written notice by certified or registered mail to the Contractor within ninety (90) days from the date on which such person did or performed the last of the labor or furnished or supplied the last of the material or rental equipment upon which such claim is made.
 - 4.3 Every suit instituted upon a payment bond shall be brought in a court of competent jurisdiction for the county or circuit in which the construction contract was to be performed, but no such suit shall be commenced after the expiration of one year after the day on which the last of the labor was performed or material or rental equipment was supplied by the person bringing suit.
5. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 5.1 Send an answer to the Claimant, with a copy to the Agency, within sixty (60) days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 5.2 Pay or arrange for payment of any undisputed amounts.
 - 5.3 The Surety's failure to discharge its obligations under this paragraph 5 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a claim. However, if the Surety fails to discharge its obligations under this paragraph 5, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs to recover any sums found to be due and owing to the Claimant.
6. Amounts owed by the Agency to the Contractor under the Contract shall be used for the performance of the Contract and to

satisfy claims, if any, under any Performance Bond. By the Contractor furnishing and the Agency accepting this Bond, they agree that all funds earned by the contractor in the performance of the Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Agency's prior right to use the funds for the completion of the Work.

7. The Surety shall not be liable to the Agency, Claimants or others for obligations of the Contractor that are unrelated to the Contract. The Agency shall not be liable for payment of any costs or expenses of any claimant under this bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

9. Notice to the Surety, the Agency or the Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the Agency or the contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

10. By the Contractor furnishing and the Agency accepting this Bond, they agree that this Bond has been furnished to comply with the statutory requirements of the South Carolina Code of Laws, as amended, and further, that any provision in this Bond conflicting with said statutory requirements shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

11. Upon request of any person or entity appearing to be a potential beneficiary of this bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

12. Any dispute, suit, action or proceeding arising out of or relating to this Bond shall be governed by the laws of the State of South Carolina.

13. DEFINITIONS

13.1 Claimant: An individual or entity having a direct contract with the Contractor or with a Subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the Contractor and the Contractor's Subcontractors, and all other items for which a mechanic's lien might otherwise be asserted.

13.2 Remote Claimant: A person having a direct contractual relationship with a subcontractor of the Contractor or subcontractor, but no contractual relationship expressed or implied with the Contractor.

13.3 Contract: The agreement between the Agency and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

SE-380

CHANGE ORDER NO.: _____

CHANGE ORDER TO CONSTRUCTION CONTRACTAGENCY: University of South CarolinaPROJECT NAME: East Energy Structural Steel PaintingPROJECT NUMBER: H27-Z037

CONTRACTOR: _____ CONTRACT DATE: _____

This Contract is changed as follows: *(Insert description of change in space provided below)***ADJUSTMENTS IN THE CONTRACT SUM:**

1. Original Contract Sum:		\$
2. Change in Contract Sum by previously approved Change Orders:	\$	
3. Contract Sum prior to this Change Order		\$ 0.00
4. Amount of this Change Order:	\$	
5. New Contract Sum, including this Change Order:		\$ 0.00

ADJUSTMENTS IN THE CONTRACT TIME:

1. Original Substantial Completion Date:	
2. Sum of previously approved increases and decreases in Days:	Days
3. Change in Days for this Change Order	Days
4. New Substantial Completion Date:	

CONTRACTOR ACCEPTANCE:BY: _____ Date: _____
(Signature of Representative)

Print Name: _____

ARCHITECT RECOMMENDATION FOR ACCEPTANCE:BY: _____ Date: _____
(Signature of Representative)

Print Name: _____

AGENCY ACCEPTANCE AND CERTIFICATION:BY: _____ Date: _____
(Signature of Representative)

Print Name: _____

- ☐ Change is within Agency Construction Procurement Certification of: \$ _____
- ☐ Change is not within Agency Construction Procurement Certification of: \$ _____

Office of the State Engineer Authorization for change exceeding Agency Construction Procurement Certification:

AUTHORIZED BY: _____ DATE: _____
(OSE Project Manager)

USC SUPPLEMENTAL GENERAL CONDITIONS FOR CONSTRUCTION PROJECTS

WORK AREAS

1. The Contractor shall maintain the job site in a safe manner at all times. This includes (but is not limited to) the provision and/or maintenance of lighting, fencing, barricades around obstructions, and safety and directional signage.
2. Contractor's employees shall take all reasonable means not to interrupt the flow of student traffic in building corridors, lobbies, stairs and exterior walks. All necessary and reasonable safety precautions shall be taken to prevent injury to building occupants while transporting materials and equipment through the work area. Providing safe, accessible, plywood-shielded pedestrian ways around construction may be required if a suitable alternative route is not available.
3. At the beginning of the project, the USC Project Manager will establish the Contractor's lay-down area. This area will also be used for the Contractor's work vehicles. The lay-down area will be clearly identified to the contractor by the Project Manager, with a sketch or drawing provided to USC Parking Services. In turn, Parking Services will mark off this area with a sign containing the project name, Project Manager's name, Contractor name and contact number, and end date. Where this area is subject to foot traffic, protective barriers will be provided as specified by the Project Manager. The area will be maintained in a neat and orderly fashion.
4. Work vehicles parked in the lay down area (or designated parking areas) will be clearly marked and display a USC-furnished placard for identification. No personal vehicles will be allowed in this area, or in any areas surrounding the construction site. Personal vehicles must be parked in the perimeter parking lots or garages. Temporary parking permits can be obtained at the Contractor's expense at the USC Parking Office located in the Pendleton Street parking garage. Refer to the CAMPUS VEHICLE EXPECTATIONS (below) for additional information.
5. Contractor is responsible for removal of all debris from the site, and is required to provide the necessary dumpsters which will be emptied on a regular basis. Construction waste must not be placed in University dumpsters. The construction site must be thoroughly cleaned with all trash picked up and properly disposed of on a daily basis and the site must be left in a safe and sanitary condition each day. The University will inspect job sites regularly and will fine any contractor found to be in violation of this requirement an amount of up to \$1,000 per violation.
6. The Contractor shall be responsible for erosion and sediment control measures where ground disturbances are made.

PROJECT FENCING

7. All construction projects with exterior impacts shall have construction fencing at the perimeter. Fencing shall be 6' chain link with black or green privacy fabric (80-90% blockage). For fence panels with footed stands, sandbag weights shall be placed on the inside of the fence. Ripped sandbags shall be replaced immediately.
8. For projects with long fencing runs and/or high profile locations, decorative USC banners shall be used on top of privacy fabric; banners should be used at a ratio of one banner for every five fence panels. USC Project Manager will make arrangements for banner delivery for Contractor to hang.
9. The use of plastic safety fencing is discouraged and shall only be used on a temporary basis (less than four weeks) where absolutely necessary. Safety fencing shall be a neon yellow-green, high-

visibility fencing equal to 'Kryptonight' by Tenax. Safety fencing shall be erected and maintained in a neat and orderly fashion throughout the project.

10. Vehicles and all other equipment shall be contained within a fenced area if they are on site for more than 3 consecutive calendar days.

BEHAVIOR

11. Fraternalization between Contractor's employees and USC students, faculty or staff is strictly prohibited.
12. USC will not tolerate rude, abusive or degrading behavior on the job site. Heckling and cat-calling directed toward students, faculty or staff or any other person on USC property is strictly prohibited. Any contractor whose employees violate this requirement will be assessed a fine of up to \$500 per violation.
13. Contractor's employees must adhere to the University's policy of maintaining a drug-free and tobacco-free campus.

HAZARDOUS MATERIALS & SAFETY COMPLIANCE

14. A USC Permit to Work must be signed prior to any work being performed by the general contractor or sub-contractor(s).
15. The contractor will comply with all regulations set forth by OSHA and SCDHEC. Contractor must also adhere to USC's internal policies and procedures (available by request). Upon request, the contractor will submit all Safety Programs and Certificates of Insurance to the University for review.
16. Contractor must notify the University immediately upon the discovery of suspect material which may contain asbestos or other such hazardous materials. These materials must not be disturbed until approved by the USC Project Manager.
17. In the event of an OSHA inspection, the Contractor shall immediately call the Facilities Call Center, 803-777-4217, and report that an OSHA inspector is on site. An employee from USC's Safety Unit will arrive to assist in the inspection.

LANDSCAPE & TREE PROTECTION

18. In conjunction with the construction documents, the USC Arborist shall direct methods to minimize damage to campus trees. Tree protection fencing is required to protect existing trees and other landscape features to be affected by a construction project. The location of this fence will be evaluated for each situation with the USC Arborist, Landscape Architect and Project Manager. Tree protection fencing may be required along access routes as well as within the project area itself. Fence locations may have to be reset throughout the course of the project.
19. The tree protection fence shall be 6' high chain link fence with 80-90% privacy screening unless otherwise approved by USC Arborist and/or Landscape Architect. If the tree protection fence is completely within a screened jobsite fence perimeter, privacy fabric is not required. In-ground fence posts are preferred in most situations for greater protection. If utility or pavement conflicts are present, fence panels in footed stands are acceptable. See attached detail for typical tree protection fencing.
20. No entry, vehicle parking, or materials storage will be allowed inside the tree protection zone. A 4"

layer of mulch shall be placed over the tree protection area to maintain moisture in the root zone.

21. Where it is necessary to cross walks, tree root zones (i.e., under canopy) or lawns the following protective measures shall be taken:
 - a. For single loads up to 9,000 lbs., a 3/4" minimum plywood base shall be placed over 4" of mulch.
 - b. For single loads over 9,000 lbs., two layers of 3/4" plywood shall be placed over 4" of mulch.
 - c. Plywood sheets shall be replaced as they deteriorate or delaminate with exposure.
 - d. For projects requiring heavier loads, a construction entry road consisting of 10' X 16' oak logging mats on 12" coarse, chipped, hardwood base. Mulch and logging mats shall be supplemented throughout the project to keep matting structurally functional.
22. Damage to any trees during construction shall be assessed by the USC Arborist, who will stipulate what action will be taken for remediation of damage. The cost of any and all remediation will be assumed by the contractor at no additional cost to the project. Compensation for damages may be assessed up to \$500 per caliper inch of tree (up to 8") and \$500 per inch of diameter at breast height (for trees over 8").
23. Damage to trunks and limbs, as well as disturbance of the root zone under the dripline of tree, including compaction of soil, cutting or filling, or storage of materials, shall qualify as damage and subject to remediation.
24. Any damage to existing pavements or landscaping (including lawn areas and irrigation) will be remediated before final payment is made.

TEMPORARY FACILITIES

25. Contractor will be responsible for providing its own temporary toilet facilities, unless prior arrangements are made with the USC Project Manager.
26. Use of USC communications facilities (telephones, computers, etc.) by the Contractor is prohibited, unless prior arrangements are made with the USC Project Manager.

CAMPUS KEYS

27. Contractor must sign a Contractor Key Receipt/Return form before any keys are issued. Keys must be returned immediately upon the completion of the work. The Contractor will bear the cost of any re-keying necessary due to the loss of or failure to return keys.

WELDING

28. A welding (hot work) permit must be issued by the University Fire Marshall before any welding can begin inside a building. The USC Project Manager will coordinate.

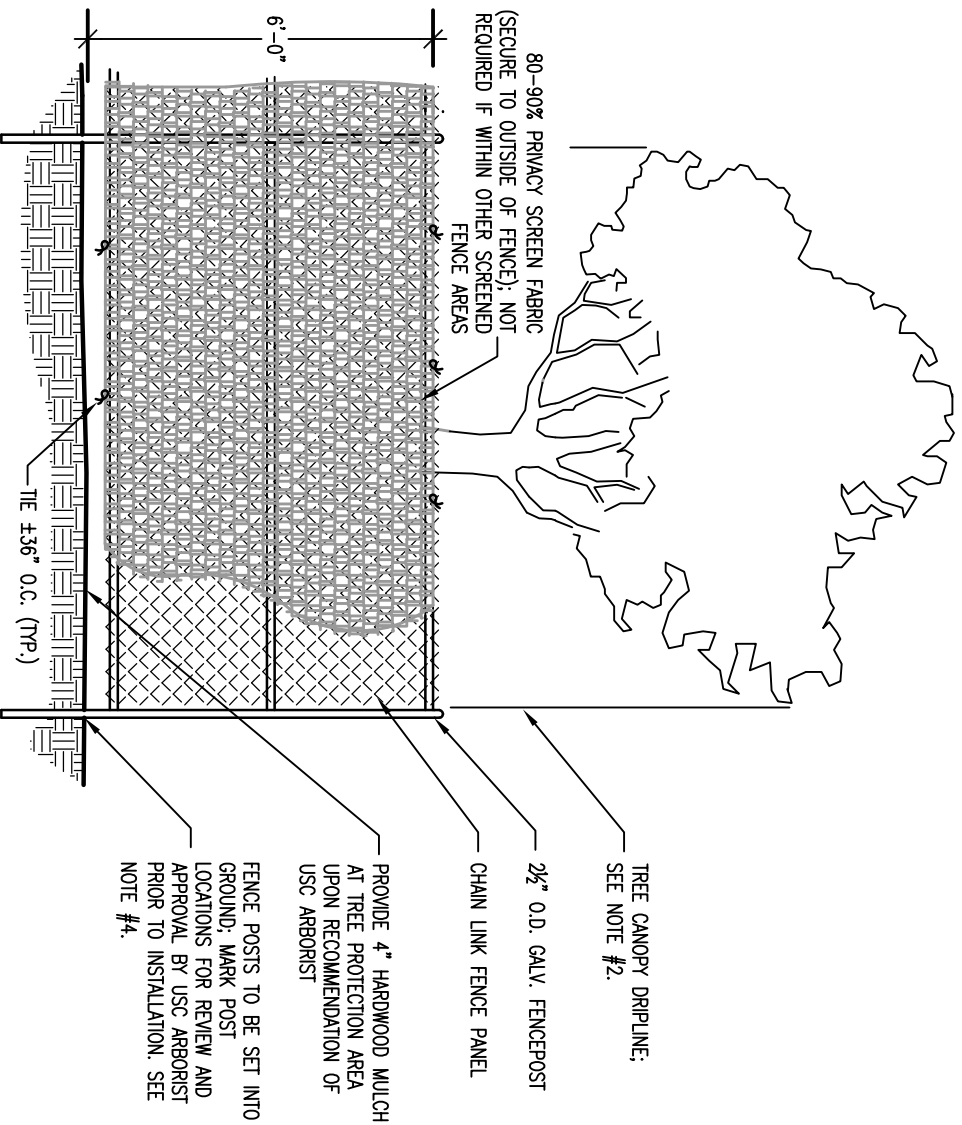
PROJECT EVALUATION & CLOSE-OUT

29. For all projects over \$100,000, including IDCs, a Contractor Performance Evaluation (SE 397) will be reviewed with the GC at the beginning of the project and a copy given to the GC. At the end of the project the form will be completed by the USC Project Manager and a Construction Performance rating will be established.
30. Contractor must provide all O&M manuals, as-built drawings, and training of USC personnel on new equipment, controls, etc. prior to Substantial Completion. Final payment will not be made until

this is completed.

CAMPUS VEHICLE EXPECTATIONS

31. Personal vehicles must be parked in the perimeter parking lots or garages. Temporary parking permits can be obtained at the Contractor's expense at the USC Parking Office located in the Pendleton Street parking garage.
32. All motorized vehicle traffic on USC walkways and landscape areas must be approved by the USC Project Manager and Parking Division, have a USC parking placard, and be parked within the approved laydown area. Violators may be subject to ticketing, towing and fines.
33. All motorized vehicles that leak or drip liquids are prohibited from traveling or parking on walks or landscaped areas.
34. Drivers of equipment or motor vehicles that damage university hardscape or landscape will be held responsible for damages and restoration expense.
35. All vehicles parked on landscape, hardscape, or in the process of service delivery, must display adequate safety devices, i.e. flashing lights, cones, signage, etc.
36. All drivers of equipment and vehicles shall be respectful of University landscape, equipment, structures, fixtures and signage.
37. All incidents of property damage shall be reported to Parking Services or the Work Management Center.



NOTES:

1. PROVIDE PROTECTION FENCING FOR ALL TREES WITHIN AREA OF DISTURBANCE AND CONSTRUCTION ACCESS.
2. PROTECTION FENCING SHALL BE IN PLACE PRIOR TO BEGINNING CONSTRUCTION.
3. PROTECTION FENCING TO BE PLACED AT THE OUTSIDE OF THE CANOPY DRIPLINE, OR AT A DISTANCE OF ONE FOOT PER ONE INCH OF TREE DIAMETER, MEASURED AT BREAST HEIGHT, WHICHEVER IS LARGER, UNLESS OTHERWISE INDICATED ON LANDSCAPE PLAN OR APPROVED BY UNIVERSITY ARBORIST.
4. IN-GROUND POSTS ARE STANDARD. IF EXISTING ROOTS, UTILITIES OR PAVEMENT PRECLUDE USE OF IN-GROUND POSTS, FOOTED STANDS ARE ACCEPTABLE. SAND BAGS SHALL BE PLACED ON THE INSIDE OF FENCE.
5. DAMAGE TO ANY TREES DURING CONSTRUCTION SHALL BE ASSESSED BY UNIVERSITY ARBORIST AND THE UNIVERSITY ARBORIST SHALL STIPULATE WHAT ACTION WILL BE TAKEN FOR REMEDIATION OF DAMAGE. THE COST OF ANY AND ALL REMEDIATION WILL BE ASSUMED BY CONTRACTOR AT NO ADDITIONAL COST TO THE PROJECT.
6. DISTURBANCE OF ROOT ZONE UNDER DRIPLINE OF TREE, INCLUDING COMPACTION OF SOIL, CUTTING OR FILLING OR STORAGE OF MATERIALS SHALL QUALIFY AS DAMAGE AND SUBJECT TO REMEDIATION.

TREE PROTECTION FENCING (IN-GROUND) WITH SCREENING

NO SCALE REVISED 8.28.14

Project Name: East Energy Structural Steel Painting

Project Number: H27-Z037

University of South Carolina

CONTRACTOR'S ONE YEAR GUARANTEE

STATE OF _____

COUNTY OF _____

WE _____
as General Contractor on the above-named project, do hereby guarantee that all work executed under the requirements of the Contract Documents shall be free from defects due to faulty materials and /or workmanship for a period of one (1) year from date of acceptance of the work by the Owner and/or Architect/Engineer; and hereby agree to remedy defects due to faulty materials and/or workmanship, and pay for any damage resulting wherefrom, at no cost to the Owner, provided; however, that the following are excluded from this guarantee;

Defects or failures resulting from abuse by Owner.

Damage caused by fire, tornado, hail, hurricane, acts of God, wars, riots, or civil commotion.

[Name of Contracting Firm]

*By _____

Title _____

*Must be executed by an office of the Contracting Firm.

SWORN TO before me this
_____ day of _____, 2____ (seal)

_____ State

My commission expires _____

FM00403602**USC Work Order****Description** HAZMAT SURVEY - EAST & WEST ENRGY COOLING TOWER PAINTING

Site	COLUMBIA	Assigned To	JPROVENCE		
Building		Crew	HAZMAT		
Floor	Room:	Start Date	05-NOV-12	Priority	5
Equipment		Due date	05-NOV-12		
		Request Date	09-AUG-12	by	OUVAROV

Request # FM00403602 **Description** HAZMAT SURVEY - EAST & WEST ENRGY COOLING TOWER PAINTING**Parent WO #****CP Number** CP00357467 **EAST/WEST ENERGY STRUCTURAL STEEL PAINTING****State/Internal Project Number** H27-Z037

Requestor	NELSON,RYAN	Project Manager	GEARY, CHRISTOPHER S.
Telephone	413-7382	Telephone	
Alternate		Estimated Cost	\$ 0.00
Telephone		Billing	FIXED PRICE
Non-Available Time		53100-W555-57150	(EAST/WEST ENERGY STRUCTURAL STEEL PAINTI)

Task List

THE USC HAZMAT CREW HAS COMPLETED THE REQUESTED SURVEY:

CP NUMBER: _____
WO NUMBER: _____
LOCATION: _____

PLEASE REFER TO THE ATTACHMENTS ASSOCIATED WITH THE ABOVE-REFERENCED WO FOR SURVEY RESULTS INFORMATION.

WO NOTES- HAZMAT SURVEY RESULTS

WO DOCUMENTS - DETAILED RESULTS OF SURVEY TESTING

YOU MUST CONTACT THE HAZMAT CREW FOR RE-CERTIFICATION IF THE SCOPE OF WORK IS CHANGED. IF THE RESULTS OF THIS SURVEY ARE POSITIVE AND ABATEMENT IS REQUIRED, PLEASE CONTACT THE HAZMAT CREW MANAGER FOR AN ESTIMATE. PLEASE NOTIFY THE HAZMAT CREW IF ABATEMENT IS PERFORMED BY ANOTHER GROUP SO THAT OUR RECORDS CAN BE UPDATED.

DURING THE COURSE OF THIS PROJECT, IF YOU ENCOUNTER ANY SUSPECT ACM THAT HAS NOT BEEN PREVIOUSLY SAMPLED, PLEASE STOP WORK IMMEDIATELY AND CONTACT THE ASBESTOS PROGRAM MANAGER.

IF MORE INFORMATION IS NEEDED, PLEASE CONTACT DARRYL WASHINGTON AT 803-917-0291.

DARRYL WASHINGTON II
ASBESTOS BUILDING INSPECTOR
FACILITY SERVICES
CELL 803-917-0291
FAX 803-777-3995

DATE WORK STARTED	CAUSE
DATE WORK COMPLETED	CONDITION
EQUIPMENT	
CLOSING REMARKS	
BENCHSTOCK MATERIALS	
Qty	Description
	Price Per Unit

Supervisor's Approval

Note	Date	Title
05-DEC-12		HAZMAT SURVEY RESULTS
SURVEY DATE:11/14/12		
INSPECTOR #: DARRYL WASHINGTON II BI-00568		
STATUS: THE FOLLOWING MATERIALS HAVE BEEN TESTED FOR LEAD BASE PAINT RESULTS FOLLOWS		
FRAME WHITE PAINT- POSITIVE FOR LEAD BASE PAINT		
BRACING GREY, BLUE PAINT- POSITIVE FOR LEAD BASE PAINT		
BRACING RED / ORANGE PAINT- NEGATIVE FOR LEAD BASE PAINT		
NEWER BRACING LEFT HAND SIDE- POSITIVE FOR LEAD BASE PAINT		
NEWER BRACING RIGHT HAND SIDE- NEGATIVE FOR LEAD BASE PAINT		
RYAN NELSON AND RADU WAS PRESENT DURING INSPECTION OF THE PAINT ABOVE.		
IF YOU ENCOUNTER ANY SUSPECT MATERIALS IN PLACE AND DEEM IT SUSPECT FOR ASBESTOS OR LEAD AND IT IS NOT LISTED ABOVE PLEASE STOP WORK AND CALL THE ASBESTOS PROGRAM MANAGER FOR FURTHER TESTING OR ABATEMENT		
REFER TO THE SURVEY RESULTS DOCUMENT ATTACHED TO THE WO FOR DETAILED INFORMATION.		

Reading No	Time	Type	Duration	Units	Sequence	Component	Substrate	Side	Condition	Color	Site
407	11/5/2012 11:20	PAINT	0.61	mg / cm ^2	Final	cooling tower	Metal		fram	WHITE	east energy
408	11/5/2012 11:20	PAINT	0.61	mg / cm ^2	Final	cooling tower	Metal		fram	WHITE	east energy
409	11/5/2012 11:20	PAINT	0.31	mg / cm ^2	Final	cooling tower	Metal		fram	WHITE	east energy
410	11/5/2012 11:20	PAINT	0.61	mg / cm ^2	Final	cooling tower	Metal		fram	WHITE	east energy
411	11/5/2012 11:24	PAINT	0.91	mg / cm ^2	Final	brace	Metal		PEELING	gray	east energy
412	11/5/2012 11:24	PAINT	0.61	mg / cm ^2	Final	brace	Metal		PEELING	gray	east energy
413	11/5/2012 11:25	PAINT	1.53	mg / cm ^2	Final	brace	Metal		PEELING	RED	east energy
414	11/5/2012 11:26	PAINT	1.22	mg / cm ^2	Final	brace	Metal		PEELING	RED	east energy
415	11/5/2012 11:26	PAINT	1.55	mg / cm ^2	Final	brace	Metal		PEELING	RED	east energy
416	11/5/2012 11:27	PAINT	0.92	mg / cm ^2	Final	brace	Metal		INTACT	BLUE	east energy
417	11/5/2012 11:27	PAINT	1.84	mg / cm ^2	Final	brace	Metal		INTACT	BLUE	east energy
418	11/5/2012 11:28	PAINT	0.92	mg / cm ^2	Final	brace	Metal		INTACT	BLUE	east energy
419	11/5/2012 11:28	PAINT	0.92	mg / cm ^2	Final	brace	Metal		INTACT	BLUE	east energy
420	11/5/2012 11:30	PAINT	4.62	mg / cm ^2	Final	brace	Metal		INTACT	RED	east energy
421	11/5/2012 11:30	PAINT	4.62	mg / cm ^2	Final	brace	Metal		INTACT	RED	east energy
422	11/5/2012 11:33	PAINT	1.55	mg / cm ^2	Final	brace	Metal		PEELING	gray	east energy
423	11/5/2012 11:33	PAINT	1.54	mg / cm ^2	Final	brace	Metal		PEELING	gray	east energy
424	11/5/2012 11:33	PAINT	1.53	mg / cm ^2	Final	brace	Metal		PEELING	gray	east energy
425	11/5/2012 11:34	PAINT	0.92	mg / cm ^2	Final	brace	Metal		PEELING	gray	east energy
426	11/5/2012 11:34	PAINT	0.92	mg / cm ^2	Final	brace	Metal		PEELING	gray	east energy
427	11/5/2012 11:34	PAINT	1.54	mg / cm ^2	Final	brace	Metal		PEELING	gray	east energy
428	11/5/2012 11:35	PAINT	1.22	mg / cm ^2	Final	brace	Metal		PEELING	gray	east energy
429	11/5/2012 11:36	PAINT	1.23	mg / cm ^2	Final	brace	Metal		PEELING	gray	east energy

Inspector	Floor	Room	Misc 1	Misc 2	Results	Depth Index	Action Level	PbC	PbC Error	PbL	PbL Error	PbK	PbK Error
washington	roof				Positive	1.93	0.7	7.2	4.2	7.2	4.2	< LOD	10.2
washington	roof				Positive	1.68	0.7	6.4	3.4	6.4	3.4	< LOD	15.6
washington	roof				Null	2.61	0.7	< LOD	8.1	< LOD	8.1	< LOD	21.15
washington	roof				Positive	2.23	0.7	5.2	3.2	5.2	3.2	< LOD	14.25
washington	roo				Positive	3.13	0.7	3.3	2.1	3.3	2.1	9.8	5.8
washington	roo				Positive	2.82	0.7	13.2	9.1	6.3	4.3	13.2	9.1
washington	roo				Negative	2.01	0.7	0.05	0.09	0.05	0.09	0.4	1.7
washington	roo				Negative	1	0.7	0.05	0.07	0.05	0.07	0.5	1.8
washington	roo				Negative	1.56	0.7	0.11	0.12	0.11	0.12	0.5	1.6
washington	roo				Positive	2.99	0.7	3.6	2.3	3.6	2.3	9	5.9
washington	roo				Negative	4.84	0.7	0.3	0.36	0.3	0.36	0.6	1.6
washington	roo				Positive	3.95	0.7	4.9	3.3	4.9	3.3	10	5.9
washington	roo				Positive	2.61	0.7	9.3	6.1	5.5	2.9	9.3	6.1
washington	roo				Negative	3.54	0.7	0.5	0.2	0.5	0.2	0.7	0.6
washington	roo				Positive	1.97	0.7	1.5	0.7	0.5	0.1	1.5	0.7
washington	roo	newer ct			Negative	2.25	0.7	0.01	0.05	0.01	0.05	0.4	1.7
washington	roo	newer ct			Negative	1	0.7	0	0.02	0	0.02	0.4	1.6
washington	roo	newer ct			Negative	5.1	0.7	0.04	0.14	0.04	0.14	0.3	1.71
washington	roo	newer ct			Positive	2.27	0.7	12.5	6.9	8.4	4.3	12.5	6.9
washington	roo	newer ct			Positive	3.25	0.7	7.6	5.3	6.3	3.8	7.6	5.3
washington	roo	newer ct			Negative	1.15	0.7	0.01	0.02	0.01	0.02	0.8	1.8
washington	roo	newer ct			Negative	1	0.7	0	0.02	0	0.02	0.5	1.9
washington	roo	newer ct			Negative	1	0.7	0	0.02	0	0.02	< LOD	0

PART 1 – GENERAL	2
1.1 RELATED DOCUMENTS.....	2
1.2 LEAD-BASED PAINT ABATEMENT CONTRACTOR QUALIFICATIONS - SPECIAL STANDARDS OF RESPONSIBILITY	2
1.3 SCOPE OF WORK – SUMMARY.....	2
1.4 CONTRACTOR'S DUTIES – SUMMARY	4
1.5 REFERENCES.....	4
1.6 DEFINITIONS	5
1.7 DESCRIPTION OF WORK.....	6
1.8 SECURITY	6
1.9 MEDICAL REQUIREMENTS.....	6
1.10 TRAINING	6
1.12 HAZARD COMMUNICATION PROGRAM.....	6
1.13 SAFETY AND HEALTH COMPLIANCE	7
1.14 PERMITS, LICENSES AND NOTIFICATIONS	7
1.15 SUBMITTALS.....	7
1.16 PERSONAL PROTECTIVE EQUIPMENT	8
1.17 WARNING SIGNS AND TAPE	8
1.18 MATERIAL SAFETY DATA SHEETS	8
1.19 DAMAGES	8
PART 2 – PRODUCTS	8
2.1 GENERAL	8
PART 3 - EXECUTION.....	9
3.1 GENERAL	9
3.2 CLEAN-UP AND DISPOSAL	10

SECTION 028300

LEAD-BASED PAINT REMOVAL AND RELATED TASKS

PART 1 – GENERAL

The University of South Carolina (Owner) desires to have Lead Based Paint (LBP) associated with structural steel properly addressed prior to the installation of new mechanical systems on the roof of the East Energy Facility located on Greene Street in Columbia, South Carolina. The LBP is hereby defined as all paints associated with the structural steel components located on the roof of the subject building. For additional information regarding the location of LBP, refer to the attached abatement drawing, LBP1. Methods of removal and disposal are to be at the Lead Based Paint Abatement Contractor's (referred to as Contractor, hereafter) option provided all requirements, regulations and safe practices governing lead based paint removal and disposal are strictly adhered to. Abatement methods producing airborne particles shall not exceed OSHA, EPA or SCDHEC Standards and/or local ordinances. The following performance guidelines are provided to the Contractor to establish minimum standards and compliance. Should there be any difference between these requirements and the regulations, the regulations shall take precedence. **It is the Contractor's responsibility to include all necessary abatement costs in his/her bid, and to submit the abatement work plan as a component of the bid package (see Section 1.3 Part B for more information).** Required submittals and materials to be incorporated into the work of this section shall be submitted to the Owner prior to beginning the work.

1.1 RELATED DOCUMENTS

- A. The University of South Carolina's Lead Management Plan must be utilized by the Contractor as an additional source of accepted practices and procedures related to LBP abatement (see appendix).

1.2 LEAD-BASED PAINT ABATEMENT CONTRACTOR QUALIFICATIONS - SPECIAL STANDARDS OF RESPONSIBILITY

A. Lead-Based Paint Abatement Contractor's Qualifications:

1. A qualified firm that has not less than five (5) years experience in the removal and proper disposal of lead-based paint (LBP) and building components painted and/ or coated with lead-based paint.
2. A qualified firm that has successfully completed the lead-based paint abatement on a minimum of five (5) projects over a period of three (3) years.
3. Contractor must agree to exercise special care during all phases of the Work to ensure that the existing building, materials, and finishes that are to remain are not damaged by the work being performed. Also see Section 1.19 herein.
4. The Contractor shall provide on the project a minimum of one full-time supervisory field manager who is experienced in the administration and supervision of lead based paint abatement projects including work practices, protective measures for buildings and personnel, abatement methods and materials including familiarity with MSDS information and disposal procedures. This person is the Contractor's representative responsible for compliance with all applicable Federal, State and local regulations relating to lead based paint removal. This person shall also be responsible to coordinate the work with the Owner and Engineer.

1.3 SCOPE OF WORK – SUMMARY

- A. The scope of work for the lead-based paint abatement generally includes the removal and proper disposal of all lead-based paint (LBP) from the structural steel components located on the roof of the subject building as indicated on the attached drawing (LBP1) and referenced in these specifications.
- B. Contractor shall submit as a component of the bid documents a work plan which includes the following items:

1. Preparation of and containment measures for the work area;
 2. Decontamination procedures for personnel, work area and equipment;
 3. Abatement methods and procedures to be utilized;
 4. Procedures for handling and disposal of lead waste materials;
 5. Procedures for final decontamination and cleanup;
 6. Sequence of abatement activities;
 7. It is the Contractor's responsibility to maintain adequate controls to insure worker safety for the duration of this work.
- C. Prior to commencement of removal activities, Contractor shall submit required documents as outlined in Section 1.15 herein.
- D. Contractor shall perform pre-cleaning of the existing roof materials prior to establishment of containment measures (also see Section 3.1 Part F).
- E. Contractor shall remove LBP utilizing work practices outlined by OSHA's and the SCDHEC's regulations. Lead removal shall be completed down to bare metal for the exposed and/or accessible surfaces of structural steel and associated connections in preparation for repainting. The purpose of this removal is to prepare existing exterior surfaces for new layers of non-lead paint.
- F. Contractor shall ensure that all loose paint, chips and associate stripping chemicals shall be contained and the roof of the the subject building is not contaminated by debris from the removal work activities. Furthermore, existing contamination (i.e. paint chips scattered on the roof) must be cleaned and disposed of as lead waste.
- G. As a function of the abatement in order to remove all exposed LBP from structural steel, some rust removal may be required. This will only occur to ensure that all LBP is removed from the structural components. Complete rust and corrosion removal and final preparation of surfaces for re-coating shall be the responsibility of the painting contractor.
- H. Abatement activities are focused on all surfaces of the structural steel materials (est. 8,500 SF) located on the roof of the subject building. Refer to drawing LBP1 for dimensions and locations of the following structural steel components:
8. The main horizontal structural supports associated with the existing mechanical systems, as well as the portions where the new mechanical systems are to be installed;
 9. The main structural supports for the existing parapet wall; and
 10. The main structural supports for the dismantled parapet wall located in the central portion of the roof.
- I. As an alternate to the base bid, Contractor shall include pricing for removal of LBP from steel cross bracing associated with the parapet wall as shown on drawing LBP1 (est. 1,200 SF).
- J. All materials and procedures described herein shall be implemented by the Contractor unless specifically noted otherwise.
- K. All LBP waste and debris generated during this removal shall be properly containerized and stored by Contractor. Contractor shall coordinate with the Owner's Environmental Health and Safety department for disposal of lead waste.

1.4 CONTRACTOR'S DUTIES – SUMMARY

- A. Prior to the start of LBP abatement operations, Contractor shall attend a pre-construction meeting with the Owner, Owner's Representative and USC HAZMAT Personnel. Prior to this pre-construction meeting, Contractor shall submit items A – G listed in Section 1.15, Submittals.
- B. The Contractor is to provide and pay for the following, except as specifically noted:
 - 1. Labor, material, tools, required equipment (i.e. scaffolding, *etc.*) and machinery.
 - 2. Other facilities and services necessary for proper execution and completion of Work.
 - 3. Pay legally required sales, consumer and use taxes.
- C. Contractor will absorb costs for the following:
- D. Contractor shall provide notifications to appropriate entities based on applicable regulations.
 - 1. Permits
 - 2. Government fees
 - 3. Licenses
- E. Contractor shall be familiar with and comply with codes, ordinances, rules, regulations, orders, and other legal requirements of public authorities which bear on performance of Work.
- F. Contractor shall provide personal protective equipment to workers.
- G. Contractor shall enforce strict discipline and good order among employees. Do not employ on Work, on Project or Work Site:
 - 1. Unfit persons.
 - 2. Persons not skilled in assigned task.

1.5 REFERENCES

- A. The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL (DHEC)

R 61-107.19 SWM: Solid Waste Landfills and Structural Fill

OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA)

29 CFR 1910	General Industry Standards
29 CFR 1910.1025	Lead Standard for General Industry
29 CFR 1910.134	Respiratory Protection
29 CFR 1910.1200	Hazard Communication
29 CFR 1910.245	Specifications for Accident Prevention (Sign and Tags)
29 CFR 1926	Construction Industry Standards
29 CFR 1926.62	Construction Industry Lead Standard

ENVIRONMENTAL PROTECTION AGENCY (USEPA)

40 CFR Part 61 United States Environmental Protection Agency Regulations

UNIVERSITY OF SOUTH CAROLINA

Facility Services Lead Management Program

1.6 DEFINITIONS

A. Abatement/Removal

1. Any measure designed to permanently eliminate lead-based paint hazards in accordance with standards established by the EPA Administrator pursuant to Title IV of the Toxic Substances Control Act (TSCA). Abatement strategies include: removal of lead-based paint; enclosure of lead-based paint; encapsulation of lead-based paint (with a product that has been shown to meet standards established or recognized pursuant to Title IV of TSCA); replacement of building components coated by lead-based paint; removal of lead-contaminated dust; removal or covering of lead-contaminated soil with a durable covering (not grass or sod, which are considered interim control measures); as well as all preparation, cleanup, disposal, post-abatement clearance testing, record-keeping, and monitoring (if applicable).

B. Abatement Area

1. The exterior of the building or an area isolated from the building interior by containment.

C. Action Level

1. An indoor air concentration which should prompt consideration of the need to implement a recommended response. The Action Level for lead is 30 ug/m^3 (0.3 mg/m^3) calculated as an 8-hour time-weighted average.

D. Contractor Employer Program

1. In accordance with the Hazard Communication Standard, each outside contractor working on a Owner's property (on-site) is responsible for developing, implementing, and informing other on-site employers of all hazard communication related information. Under the Program, each outside employer must provide Owner, and other employer(s) working on-site, with unrestricted, on-site access to material safety data sheets (MSDSs) for all hazardous materials used, handled or stored on-site to which an employee may potentially be exposed to during their normal course of work.

E. Enclosure

1. Covering surfaces and sealing or caulking with durable materials so as to prevent or control chalking, peeling, or flaking substances containing toxic levels of lead from becoming part of house dust or accessible to children.

F. Hazardous Waste

1. Generation and disposal of hazardous waste is regulated under the Resource Conservation and Recovery Act (RCRA). If a waste exhibits toxicity, corrosivity, ignitability, or reactivity characteristics it is considered hazardous.

G. High Efficiency Particulate Air (HEPA) Filter

1. A filter that is capable of filtering at least 99.97% of all airborne particles down to 0.3 micrometers (μm) in diameter.

H. HEPA Vacuum Cleaner

1. An electrical device that cleans surfaces by suction and discharges exhaust air through a HEPA filter.

I. Lead-Contaminated Material

1. Any paint, material or coating containing any detectable quantity of lead.

J. Lead-Based Paint/ Material

1. Any paint, material or coating containing $>0.06\%$ by weight (600 ppm) total lead OR containing $\geq 0.7 \text{ mg/cm}^2$ as measured with an XRF (X-ray diffraction) analyzer.

K. Permissible Exposure Limit (PEL)

1. Employee exposure, without regard to the use of respirators, to an airborne concentration of lead of 50 micrograms per cubic meter of air ($50 \mu\text{g/m}^3$) calculated as an 8-hour time-weighted average.

U. Substrate

1. The underlying material a building component is made from, over which is often applied a surface finish such as paint. Common substrates include, plaster, concrete, wood, metal, and gypsum.

V. Time-Weighted Average (TWA)

1. The TWA for lead is an airborne concentration of lead of 30 micrograms per cubic meter of air ($30 \mu\text{g/m}^3$) representing a lead worker's 8-hour workday as defined in CFR 29 Part 1926, Section 1926.62. The TWA for asbestos is an 8-hour time weighted average of airborne concentration of fibers (longer than 5 micrometers) per cubic centimeter of air which represents the employee's 8-hour workday as determined by Appendix A of CFR 29 Part 1926, Section 1926.58.

1.7 DESCRIPTION OF WORK

- A. The work covered by this section includes the requirements for the removal, transportation, disposal, storage, containment of, and housekeeping activities involving lead-based paint, waste, debris and contaminated materials associated with the subject structure and its components.

1.8 SECURITY

- A. Contractor shall be required to maintain the security of the building during all phases of the abatement.

1.9 MEDICAL REQUIREMENTS

- A. Contractor shall comply with appropriate medical requirements as outlined in 29 CFR 1926.62 and 29 CFR 1926.1101(m).

1.10 TRAINING

- A. All Contractor personnel involved with lead removal work must be trained and tested prior to any work, and shall be thoroughly familiar with the Contractor's standard operating procedure for the lead abatement work. All personnel shall undergo the specific medical examinations required by OSHA. The superintendent and the foreman shall be thoroughly familiar with all applicable regulations and practices for lead removal work and shall have participated in at least two abatement projects of similar size and scope within the past two years. All personnel shall be in possession of valid respirator fit test paperwork.

1.12 HAZARD COMMUNICATION PROGRAM

- A. A hazard communication program shall be established and implemented in accordance with CFR 29 Part 1926, Section 1926.59.

1.13 SAFETY AND HEALTH COMPLIANCE

- A. In addition to detailed requirements of this specification, the work shall comply with applicable laws, ordinances, criteria, rules, and regulations of Federal, state, regional, and local authorities regarding handling, storing, transporting, and disposing of asbestos waste materials and with the applicable requirements of CFR 29 Part 1910, CFR 29 Part 1926, CFR 40 Part 61, Subpart A, and CFR 40 Part 61, Subpart M, NFPA 10, NFPA 70, NFPA 90A, NFPA 101. Matters of interpretation of standards shall be submitted to the appropriate administrative agency for resolution before starting work. Where the requirements of this specification, applicable laws, rules, criteria, ordinances, regulations, and referenced documents vary, the most stringent requirement as defined by the Owner shall apply.
- B. Personnel shall wear and utilize protective clothing and equipment and employ safe work practices for the duration of the project. Personnel shall restrict activities within work area to work-related tasks. Personnel of other trades not engaged in lead-based paint abatement activities shall not be exposed at any time to airborne concentrations of lead unless all the administrative and personal protective provisions as required by the Contractor's Lead-Based Paint Abatement Plan are complied with.

1.14 PERMITS, LICENSES AND NOTIFICATIONS

- A. The Contractor shall obtain all necessary permits and licenses in conjunction with the project asbestos abatement, transportation and disposal actions and timely notification furnished of such actions required by Federal, state, regional, and local authorities and as otherwise specified herein. The Contractor shall notify the SCDHEC and the Owner in writing at least 10 days prior to the commencement of work in accordance with CFR 40 Part 61, Subpart M, state and local requirements to include the mandatory "Notification of Demolition and Renovation Record" form and other required notification documents. Notification shall be by Certified Mail - Return Receipt Requested. The Contractor shall furnish copies of the receipts to the Owner prior to the commencement of work.
- B. The Contractor shall notify the Owner if any of the following occur:
 - 1. If the Contractor or any of its subcontractors are served with notice of violation of any law, regulation, permit or license which relates to this Contract.
 - 2. Proceedings are commenced which could lead to revocation of related permits or licenses.
 - 3. Permits, licenses or other Owner authorizations relating to this Contract are revoked.
 - 4. Litigation is commenced which would affect this Contract.
 - 5. If the Contractor or any of its Subcontractors become aware that its equipment or facilities are not in compliance or may fail to comply in the future with applicable laws or regulations.

1.15 SUBMITTALS

The following shall be submitted to the Owner and/or the Owner's Representative prior to the start of abatement operations:

- A. Lead-Based Paint Abatement Work Plan
 - 1. A written work plan outlining the project sequencing, methods, etc. including worker protection. The work plan shall also include a section devoted to disposal methodology and chain-of-custody.
- B. Product Specifications
- C. Product Materials Safety Data Sheets
- D. Contractor Qualification Statement (5 Year Requirement)

- E. All applicable SCDHEC notifications, plans and supporting information. This information shall also be posted at the job site.
- F. Copies of all licenses and permits for the performance of the work.
- G. The Contractor is to document the work on a daily basis and submit to the Owner.

1.16 PERSONAL PROTECTIVE EQUIPMENT

A. Respirators

- 1. Respiratory protection shall be worn by workers while working in areas where airborne lead contaminated dust occurs in TWA concentration of $30 \mu\text{g}/\text{m}^3$ or greater. Where respirators are used by workers, the Contractor shall ensure that all elements of a respiratory protection program and suitable fit testing methods are utilized.

B. Body Protection

- A. Personnel performing the lead-based paint removal will be provided safety equipment suitable for working on a construction site, including, but not limited to, hard hats, gloves, eye protection, steel-lined boots, and fall protection (where applicable). Eye protection provided shall be in accordance with ANSI Z87.1. All other items for personal safety shall be provided as required and approved by the Contractor.

1.17 WARNING SIGNS AND TAPE

- A. Contractor shall ensure that the outdoor lead work areas are properly demarcated, and that all personnel understand warning signs.

1.18 MATERIAL SAFETY DATA SHEETS

- A. Material safety data sheets (MSDS) shall be provided for all hazardous materials brought onto the work-site. One copy shall be provided to the Owner's Representative and one copy shall be included in the Contractor's Hazard Communication Program.

1.19 DAMAGES

- A. Contractor shall protect all existing building components to remain from damage caused by lead abatement work practices. Damaged areas and/or equipment shall be repaired or replaced by the Contractor.

PART 2 – PRODUCTS

2.1 GENERAL

- A. Materials are to be at the Contractor's option provided all requirements, regulations, safe practices and restrictions are strictly adhered.
- B. The Contractor shall provide documentation of the use of chemicals in the work plan, product specifications, and product Materials Safety Data Sheets (MSDS) for review. Chemicals are allowed as an option for removal. Chemicals utilized in the removal of the lead based paints shall produce no toxic fumes or contain flammable solvents.
- C. The application and use of a chemical removal agent shall be in strict accordance with the manufacturer's instructions. Prior to the application of the chemical agent, it may be necessary to removal all accumulated dust, dirt, visible oil and grease. **Any methods utilized producing airborne particles will not exceed OSHA, EPA or SCDHEC Standards.** A chemical removal system which will raise the hazard level of the lead-paint leaching (TCLP) will not be approved for use.

- D. Once the lead based paint abatement is complete, clean-up procedures, including washdown of the surface and neutralization of the removal agent, shall be performed in strict accordance with the manufacturer's specifications.

PART 3 - EXECUTION

3.1 GENERAL

- A. Methods of abatement are to be at the Contractor's option provided all requirements, regulations, safe practice and restrictions as stated in this specification and as per OSHA/EPA/SCDHEC are strictly adhered.
- B. The Contractor shall provide a work and safety plan for the lead based paint abatement utilizing the regulations listed under paragraph 1.5A and any other applicable regulations. The method of compliance as required by 29 CFR 1910.1025 shall include engineering and work practice controls and the compliance program. Once approved, the work and safety plan will become the standard for inspection. The plan will only be changed upon approval of the written request by the Contractor to the Owner.
- C. If the system or chemicals used are patented or if the Contractor uses a system or chemicals which may be subject to a claim of patent infringement, the Contractor shall certify to the Owner that there is no patent infringement and shall hold the Owner harmless from any and all claims.
- D. The Contractor shall indicate in the work and safety plan the requirement, levels and frequency of air monitoring estimated to be utilized during the on-site work. All work requiring air monitoring shall be coordinated with the Owner.
- E. The Owner reserves the right to provide specific testing for lead based paint materials identified by this document and additional materials considered suspect. The Contractor may be required to stage and identify lead based paint and used chemicals in proper containers for disposal in a landfill that accepts lead waste.
- F. Prior to establishing containment measures, the Contractor shall remove existing paint chips and debris from the roofing surfaces in areas under and adjacent to existing structural components. This pre-cleaning shall be performed without causing damage to the existing roof system.
- G. The Owner and/ or Owner's Representative will inspect and approve of containment measures once they are installed and prior to the beginning of abatement. Containment measures shall protect the existing roof components and surrounding areas from contamination from paint chips, debris, solvents, waste, etc. that are a generated during abatement activities.
- H. Inspections will be made during the lead based paint abatement. Inspections will be made to assure the work plan and safety plan for all lead based paint abatement are followed. The Owner shall be held harmless of any and all responsibility for the overall safety of the job site for construction activity normally associated with OSHA requirements.
- I. During an inspection, the Owner has the right to stop work on site with a written order to do so, provided deviations from the work plan or compliance with Federal, State or local requirements and regulations or disregard for safe practices are noted. Work will not resume until the problem is corrected at no additional cost to the Owner.
 - 1. The first notice-to-stop work will be considered a warning.
 - 2. In the event a second notice for the same violation is issued, the Owner will have the option to request the Contractor to permanently leave the project.
- J. Removal (abatement) and disposal of all LBP from structural steel is required.
- K. The Contractor shall clean-up all lead based paint waste, adjacent areas and related equipment.

3.2 CLEAN-UP AND DISPOSAL

A. Housekeeping

1. Surfaces of the abatement work area shall be kept free of accumulation of lead-based paint debris. Meticulous attention shall be given to restricting the spread of dust and debris during the abatement activities. HEPA filtered vacuum cleaners shall be used. The space shall not be blown down with compressed air.

B. Title to Materials

1. Material resulting from abatement work, except as specified otherwise, shall become the property of the Contractor and shall be disposed of as specified in applicable local, state, and Federal regulations and herein.



SHERWIN-WILLIAMS
2529 FOREST DR
COLUMBIA, SC 29204
(803) 256-3427

01/27/2013

UNIVERSITY OF SC-PAINTERS
743 GREENE ST
COLUMBIA SC 292013615

Re: Submittal for Cooling Tower Structure Painting

Dear Scott Chewning:

Thank you for considering Sherwin-Williams products for the Cooling Tower Structure Painting project. Please remember that surface preparation is the key to any painting project! Included in this package is the Sherwin-Williams submittal for the above referenced project.

Should you require assistance or have any questions or concerns, please contact me at (803) 320-4159 or e-mail me at swrep4405@sherwin.com.

Sincerely,

TIMOTHY CREECH
Sherwin-Williams
Sales Representative



SCHEDULE

HydroBlasted Structural Steel

Prepared Ferrous Metal

Primer: B65C00010 - COROTHANE® I - Preprime Clear

Minimum surface preparation is Hand Tool Clean per SSPC-SP2.

Remove all oil and grease from surface by Solvent Cleaning

per SSPC-SP1. For better performance, use Commercial Blast

Cleaning per SSPC-SP6/NACE 3, blast clean all surfaces using

a sharp, angular abrasive for optimum surface profile (2 mils / 50 microns). Prime any bare steel within 8 hours or before flash rusting occurs.

Intermediate Coat: B65S00014 - COROTHANE® I - MIO/Aluminum

Finish: B65W00051 - COROTHANE® I - HS Moisture Cure Urethane Extra White/Tint Base

Total System:

1 ct. Corothane I PrePrime 1.0-1.5 mils d.f.t.

1 ct. Corothane I MIO-Aluminum 2.0-3.0 mils d.f.t

1-2 cts. Corothane I HS 2.0-3.0 mils d.f.t. / ct

END OF SECTION



SURFACE PREPARATION

1) Previously Coated Surfaces

Maintenance painting will frequently not permit or require complete removal of all old coatings prior to repainting. However, all surface contamination such as oil, grease, loose paint, mill scale, dirt, foreign matter, rust, mold, mildew, mortar, efflorescence, and sealers must be removed to assure sound bonding to the tightly adhering old paint. Glossy surfaces of old paint films must be clean and dull before repainting. Thorough washing with an abrasive cleanser will clean and dull in one operation, or, wash thoroughly and dull by sanding. Spot prime any bare areas with an appropriate primer. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system. Check for compatibility by applying a test patch of the recommended coating system, covering at least 2 to 3 square feet. Allow to dry one week before testing adhesion per ASTM D3359. If the coating system is incompatible, complete removal is required.

2) Solvent Cleaning

Solvent Cleaning is a method for removing all visible oil, grease, soil, drawing and cutting compounds, and other soluble contaminants. Solvent cleaning does not remove rust or mill scale. Change rags and cleaning solution frequently so that deposits of oil and grease are not spread over additional areas in the cleaning process. Be sure to allow adequate ventilation. For complete instructions, refer to Steel Structures Paint Council Surface Preparation Specification No. 1. (SSPC-SP1)

3) Hand Tool Cleaning

Hand Tool Cleaning removes all loose mill scale, loose rust, and other detrimental foreign matter. It is not intended that adherent mill scale, rust, and paint be removed by this process. Mill scale, rust, and paint are considered adherent if they cannot be removed by lifting with a dull putty knife. Before hand tool cleaning, remove visible oil, grease, soluble residues, and salts by the methods outlined in SSPC-SP1. For complete instructions, refer to Steel Structures Paint Council Surface Preparation Specification No. 2 (SSPC-SP2)

4) Commercial Blast Cleaning

A Commercial Blast Cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, mill scale, rust, paint, oxides, corrosion products, and other foreign matter, except for staining. Staining shall be limited to no more than 33 percent of each square inch of surface area and may consist of light shadows, slight streaks, or minor discoloration caused by stains of rust, stains of mill scale, or stains of previously applied paint. Before blast cleaning, visible deposits of oil or grease shall be removed by any of the methods specified in SSPC-SP1 or other agreed upon methods. For complete instructions, refer to Joint Surface Preparation Standard (SSPC-SP6/NACE No. 3)

5) High- and Ultra-High Pressure Water Jetting for Steel and Other Hard Materials SSPC-SP12 or NACE 5

This standard provides requirements for the use of high- and ultra-high pressure water jetting to achieve various degrees of surface cleanliness. This standard is limited in scope to the use of water only, without the addition of solid particles in the stream. For complete instructions, refer to Joint Surface Preparation Standard (SSPC-SP12/NACE No.5)

END OF SPECIFICATION

Data Pages



Protective & Marine Coatings

COROTHANE® I PREPRIME

B65C10

Revised 11/10

PRODUCT INFORMATION

5.09

PRODUCT DESCRIPTION

COROTHANE I PREPRIME is a clear, single component, low VOC, moisture curing, urethane primer. It has excellent surface wetting properties and can be applied to sound, rusted surfaces with minimal surface preparation.

- Excellent adhesion to most substrates
- Low temperature application - down to 20°F (-7°C)
- Excellent durability
- Outstanding abrasion resistance
- Excellent corrosion and chemical resistance
- Outstanding application properties

PRODUCT CHARACTERISTICS

Finish:	Semi-Gloss
Color:	Clear / Amber Cast
Volume Solids:	62% ± 2%
Weight Solids:	68% ± 2%
VOC (calculated):	<340 g/L; 2.80 lb/gal

Recommended Spreading Rate per coat:

	Minimum	Maximum
Wet mils (microns)	2.5 (63)	3.0 (75)
Dry mils (microns)	1.5 (40)	2.0 (50)
~Coverage sq ft/gal (m ² /L)	497 (12.2)	663 (16.2)
Theoretical coverage sq ft/gal (m ² /L) @ 1 mil / 25 microns dft	992 (24.3)	

NOTE: Brush or roll application may require multiple coats to achieve maximum film thickness and uniformity of appearance.

Drying Schedule @ 3.0 mils wet (75 microns):

	@ 55°F/13°C	@ 77°F/25°C 50% RH	@ 100°F/38°C
To touch:	3 hours	1.5 hours	20 minutes
To recoat:			
minimum:	8 hours	3.5 hours	1 hour
maximum:	30 days	30 days	15 days
To cure:	4 days	3 days	1 day

Abrade surface if maximum recoat time is exceeded.

Drying time is temperature, humidity, and film thickness dependent.

Shelf Life:	12 months, unopened Store indoors at 40°F (4.5°C) to 100°F (38°C).
Flash Point:	105°F (41°C), PMCC
Reducer/Clean Up:	Reducer #15, R7K15

RECOMMENDED USES

For use over prepared surfaces in industrial environments:

- Heavy duty interior and exterior primer coating
- Universal primer for marginally prepared surfaces, old paint, tightly adherent rust, weathered galvanized steel, and concrete
- Suitable for use in USDA inspected facilities

PERFORMANCE CHARACTERISTICS

Test Name	Test Method	Results
Abrasion Resistance	ASTM D4060, CS17 wheel, 1000 cycles, 1 kg load	88 mg loss
Direct Impact Resistance	ASTM D2794	40 in. lbs.
Flexibility	ASTM D522, 180° bend, 1/8" mandrel	Passes

- Excellent surface wetting properties
- Can be applied over sound, tight, rusted surfaces
- Outstanding adhesion to steel and concrete
- Ideal for overcoating previous coatings



Protective & Marine Coatings

COROTHANE® I PREPRIME

B65C10

PRODUCT INFORMATION

5.09

RECOMMENDED SYSTEMS

		Dry Film Thickness / ct.	
		Mils	(Microns)
Steel:			
1 ct.	Corothane I PrePrime	1.5-2.0	(40-50)
1 ct.	Corothane I MIO-Aluminum	2.0-3.0	(50-75)
1 ct.	Corothane I Aliphatic Finish Coat	2.0-3.0	(50-75)
or	Corothane I HS	2.0-3.0	(50-75)
Steel:			
1 ct.	Corothane I PrePrime	1.0-1.5	(25-40)
2 cts.	Corothane I MIO-Aluminum	2.0-3.0	(50-75)
Concrete, smooth:			
1 ct.	Corothane I PrePrime	1.0-1.5	(25-40)
2 cts.	Corothane I Aliphatic Finish Coat	2.0-3.0	(50-75)

The systems listed above are representative of the product's use, other systems may be appropriate.

SURFACE PREPARATION

Surface must be clean, dry, and in sound condition. Remove all oil, dust, grease, dirt, loose rust, and other foreign material to ensure adequate adhesion.

Refer to product Application Bulletin for detailed surface preparation information.

Minimum recommended surface preparation:

Iron & Steel: SSPC-SP2 or SP3
Concrete & Masonry: SSPC-SP13/NACE 6, or ICRI
No. 310.2, CSP 1-3

		Surface Preparation Standards	
Condition of Surface		ISO 8501-1 BS7079:A1	Swedish Std. SIS055900
White Metal		Sa 3	Sa 3
Near White Metal		Sa 2.5	Sa 2.5
Commercial Blast		Sa 2	Sa 2
Brush-Off Blast		Sa 1	Sa 1
Hand Tool Cleaning	Rusted	OC St 2	OC St 2
	Pitted & Rusted	OC St 3	OC St 3
	Rusted	OC St 3	OC St 3
Power Tool Cleaning	Pitted & Rusted	D St 3	D St 3

TINTING

Do not tint.

APPLICATION CONDITIONS

Temperature:
air and surface: 20°F (-7°C) minimum, 100°F (38°C) maximum
material: 45°F (7°C) minimum
Do not apply over surface ice

Relative humidity: 30% minimum, 99% maximum

Refer to product Application Bulletin for detailed application information.

ORDERING INFORMATION

Packaging: 1 gallon (3.78L) and 5 gallon (18.9L) containers
Weight: 8.7 ± 0.2 lb/gal ; 1.0 Kg/L

SAFETY PRECAUTIONS

Refer to the MSDS sheet before use.

Published technical data and instructions are subject to change without notice. Contact your Sherwin-Williams representative for additional technical data and instructions.

WARRANTY

The Sherwin-Williams Company warrants our products to be free of manufacturing defects in accord with applicable Sherwin-Williams quality control procedures. Liability for products proven defective, if any, is limited to replacement of the defective product or the refund of the purchase price paid for the defective product as determined by Sherwin-Williams. NO OTHER WARRANTY OR GUARANTEE OF ANY KIND IS MADE BY SHERWIN-WILLIAMS, EXPRESSED OR IMPLIED, STATUTORY, BY OPERATION OF LAW OR OTHERWISE, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

DISCLAIMER

The information and recommendations set forth in this Product Data Sheet are based upon tests conducted by or on behalf of The Sherwin-Williams Company. Such information and recommendations set forth herein are subject to change and pertain to the product offered at the time of publication. Consult your Sherwin-Williams representative to obtain the most recent Product Data Information and Application Bulletin.



Protective & Marine Coatings

COROTHANE® I PREPRIME

B65C10

Revised 11/10

APPLICATION BULLETIN

5.09

SURFACE PREPARATIONS

Surface must be clean, dry, and in sound condition. Remove all oil, dust, grease, dirt, loose rust, and other foreign material to ensure adequate adhesion.

Iron & Steel

Minimum surface preparation is Hand Tool Clean per SSPC-SP2. Remove all oil and grease from surface by Solvent Cleaning per SSPC-SP1. For better performance, use Commercial Blast Cleaning per SSPC-SP6/NACE 3, blast clean all surfaces using a sharp, angular abrasive for optimum surface profile (2 mils / 50 microns). Prime any bare steel within 8 hours or before flash rusting occurs.

Concrete and Masonry

For surface preparation, refer to SSPC-SP13/NACE 6, or ICRI No. 310.2, CSP 1-3. Surfaces should be thoroughly clean and dry. Concrete and mortar must be cured at least 28 days @ 75°F (24°C). Remove all loose mortar and foreign material. Surface must be free of laitance, concrete dust, dirt, form release agents, moisture curing membranes, loose cement and hardeners. Fill bug holes, air pockets and other voids with Steel-Seam FT910.

Follow the standard methods listed below when applicable:

ASTM D4258 Standard Practice for Cleaning Concrete.

ASTM D4259 Standard Practice for Abrading Concrete.

ASTM D4260 Standard Practice for Etching Concrete.

ASTM F1869 Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete.

SSPC-SP 13/Nace 6 Surface Preparation of Concrete.

ICRI No. 310.2 Concrete Surface Preparation.

APPLICATION CONDITIONS

Temperature:	
air and surface:	20°F (-7°C) minimum, 100°F (38°C) maximum
material:	45°F (7°C) minimum Do not apply over surface ice
Relative humidity:	30% minimum, 99% maximum

APPLICATION EQUIPMENT

The following is a guide. Changes in pressures and tip sizes may be needed for proper spray characteristics. Always purge spray equipment before use with listed reducer. Any reduction must be compliant with existing VOC regulations and compatible with the existing environmental and application conditions.

Reducer/Clean Up Reducer #15, R7K15

Airless Spray Not recommended

Conventional Spray

Unit	Graco	Binks
Gun	900	95
Fluid Nozzle	070	66/65
Air Nozzle	947	66PR
Atomization Press	60-70 psi	60-70 psi
Fluid Pressure	15-20 psi	15-20 psi
Reduction	As needed up to 10% by volume	

Brush

Brush	Natural bristle
Reduction	As needed up to 10% by volume

Roller

Cover	1/4" natural or synthetic with solvent resistant core
Reduction	As needed up to 10% by volume

If specific application equipment is not listed above, equivalent equipment may be substituted.

Surface Preparation Standards

Condition of Surface	ISO 8501-1 BS7079:A1	Swedish Std. SIS055900	SSPC	NACE
White Metal	Sa 3	Sa 3	SP 5	1
Near White Metal	Sa 2.5	Sa 2.5	SP 10	2
Commercial Blast	Sa 2	Sa 2	SP 6	3
Brush-Off Blast	Sa 1	Sa 1	SP 7	4
Hand Tool Cleaning	OC St 2	OC St 2	SP 2	-
Pitted & Rusty	D St 2	D St 2	SP 2	-
Rusty	OC St 3	OC St 3	SP 3	-
Power Tool Cleaning	Pitted & Rusty	D St 3	SP 3	-



Protective & Marine Coatings

COROTHANE® I PREPRIME

B65C10

APPLICATION BULLETIN

5.09

APPLICATION PROCEDURES

Surface preparation must be completed as indicated.

Mix material thoroughly prior to use with a low speed power agitator. Filter slowly through a 55 mesh screen.

Apply paint at the recommended film thickness and spreading rate as indicated below:

Recommended Spreading Rate per coat:

	Minimum	Maximum
Wet mils (microns)	2.5 (63)	3.0 (75)
Dry mils (microns)	1.5 (40)	2.0 (50)
~Coverage sq ft/gal (m ² /L)	497 (12.2)	663 (16.2)
Theoretical coverage sq ft/gal (m ² /L) @ 1 mil / 25 microns dft	992 (24.3)	

NOTE: Brush or roll application may require multiple coats to achieve maximum film thickness and uniformity of appearance.

Drying Schedule @ 3.0 mils wet (75 microns):

	@ 55°F/13°C	@ 77°F/25°C 50% RH	@ 100°F/38°C
To touch:	3 hours	1.5 hours	20 minutes
To recoat:			
minimum:	8 hours	3.5 hours	1 hour
maximum:	30 days	30 days	15 days
To cure:	4 days	3 days	1 day

Abrade surface if maximum recoat time is exceeded.

Drying time is temperature, humidity, and film thickness dependent.

Application of coating above maximum or below minimum recommended spreading rate may adversely affect coating performance.

CLEAN UP INSTRUCTIONS

Clean spills and splatters immediately with Reducer #15, R7K15. Clean tools immediately after use with Reducer #15, R7K15. Follow manufacturer's safety recommendations when using any solvent.

DISCLAIMER

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PERFORMANCE TIPS

Stripe coat all crevices, welds, and sharp angles to prevent early failure in these areas.

When using spray application, use a 50% overlap with each pass of the gun to avoid holidays, bare areas, and pinholes. If necessary, cross spray at a right angle.

Spreading rates are calculated on volume solids and do not include an application loss factor due to surface profile, roughness or porosity of the surface, skill and technique of the applicator, method of application, various surface irregularities, material lost during mixing, spillage, overthinning, climatic conditions, and excessive film build.

Excessive reduction of material can affect film build, appearance, and adhesion.

In order to avoid blockage of spray equipment, clean equipment before use or before periods of extended downtime with Reducer #15, R7K15.

Pour a small amount of Reducer #15, R7K15 over the top of the paint in the can to prevent skinning or gelling.

Place a temporary cover over the pail to keep excessive moisture, condensation, fog, or rain from contaminating the coating.

Corothane KA Accelerator is acceptable for use. See data page 5.98 for details.

It is recommended that partially used cans not be sealed/closed for use at a later date.

Refer to Product Information sheet for additional performance characteristics and properties.

SAFETY PRECAUTIONS

Refer to the MSDS sheet before use.

Published technical data and instructions are subject to change without notice. Contact your Sherwin-Williams representative for additional technical data and instructions.

WARRANTY

The Sherwin-Williams Company warrants our products to be free of manufacturing defects in accord with applicable Sherwin-Williams quality control procedures. Liability for products proven defective, if any, is limited to replacement of the defective product or the refund of the purchase price paid for the defective product as determined by Sherwin-Williams. NO OTHER WARRANTY OR GUARANTEE OF ANY KIND IS MADE BY SHERWIN-WILLIAMS, EXPRESSED OR IMPLIED, STATUTORY, BY OPERATION OF LAW OR OTHERWISE, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.



Protective & Marine Coatings

COROTHANE® I MIO-ALUMINUM

B65S14

Revised 11/10

PRODUCT INFORMATION

5.10

PRODUCT DESCRIPTION

COROTHANE I MIO-ALUMINUM is a single component, low VOC, moisture curing, aluminum and Micaceous Iron Oxide (MIO) filled, urethane primer, intermediate coating, or finish. It has excellent surface wetting properties and provides extended recoatability.

- Excellent adhesion to most substrates
- Low temperature application - down to 20°F (-7°C)
- Excellent exterior durability
- Outstanding abrasion resistance
- Excellent corrosion and chemical resistance
- Recoat up to 30 days
- Outstanding application properties

PRODUCT CHARACTERISTICS

Finish:	Matte
Color:	Aluminum
Volume Solids:	65% ± 2%
Weight Solids:	77% ± 2%
VOC (EPA Method 24):	Unreduced: <310 g/L; 2.60 lb/gal Reduced 7%: <340 g/L; 2.80 lb/gal

Recommended Spreading Rate per coat:

	Minimum	Maximum
Wet mils (microns)	3.0 (75)	4.5 (112)
Dry mils (microns)	2.0 (500)	3.0 (75)
~Coverage sq ft/gal (m²/L)	348 (8.5)	521 (12.8)
Theoretical coverage sq ft/gal (m²/L) @ 1 mil / 25 microns dft	1040 (25.5)	

NOTE: Brush or roll application may require multiple coats to achieve maximum film thickness and uniformity of appearance.

Drying Schedule @ 3.5 mils wet (88 microns):

	@ 40°F/4.5°C	@ 77°F/25°C	@ 100°F/38°C
		50% RH	
To touch:	4 hours	2 hours	1 hour
To recoat:			
minimum:	16 hours	7 hours	3 hours
maximum:	30 days	30 days	30 days
To cure:	5 days	3 days	1 day

Abrade surface if maximum recoat time is exceeded.

Drying time is temperature, humidity, and film thickness dependent.

Shelf Life:	12 months, unopened Store indoors at 40°F (4.5°C) to 100°F (38°C).
Flash Point:	103°F (39°C), PMCC
Reducer/Clean Up:	
Spray:	Reducer #15, R7K15
Brush and Roll:	Reducer #100, R7K100
VOC Exempt:	Reducer R7K111

RECOMMENDED USES

For use over prepared surfaces in industrial environments:

- Heavy duty interior and exterior structural coating
- High performance, one coat or multiple coat, coating for steel, aluminum, concrete, and most plastics in industrial and marine environments
- Universal primer for poorly prepared surfaces, old paint, tightly adherent rust, weathered galvanized steel, and concrete
- Excellent intermediate coat providing superior adhesion of subsequent coats
- Enhanced film strength and edge protection with aluminum and micaceous iron oxide addition

PERFORMANCE CHARACTERISTICS

Substrate*: Steel

Surface Preparation*: SSPC-SP6/NACE 3

System Tested*:

- 1 ct: Corothane I MIO-Aluminum @ 3.0 mils (75 microns) dft
- 1 ct: Corothane I IronOx B @ 4.0 mils (100 microns) dft
- 1 ct: Corothane I Aliphatic @ 3.0 mils (75 microns) dft

*unless otherwise noted below

Test Name	Test Method	Results
Adhesion	ASTM D4541	1000 psi
Corrosion Weathering	ASTM D5894, 1700 hours, 5 cycles	Rating 9 per ASTM D610 for rusting; Rating 9 per ASTM D714 for blistering
Direct Impact Resistance	ASTM D2794	140 in lb
Dry Heat Resistance	ASTM D2485	300°F (149°C)
Flexibility	ASTM D522, 180° bend, 1/8" mandrel	Passes
Moisture Condensation Resistance	ASTM D4585, 100°F (38°C), 300 hours	Passes
Pencil Hardness	ASTM D3363	2B
Salt Fog Resistance	ASTM B117, 2300 hours	Rating 10 per ASTM D610 for Rusting; Rating 10 per ASTM D714 for Blistering



Protective & Marine Coatings

COROTHANE® I MIO-ALUMINUM

B65S14

PRODUCT INFORMATION

5.10

RECOMMENDED SYSTEMS

		Dry Film Thickness / ct.	
		Mils	(Microns)
Steel:			
1 ct.	Corothane I MIO-Aluminum	2.0-3.0	(50-75)
1 ct.	Corothane I IronOx B	3.0-5.0	(75-125)
1 ct.	Corothane I Aliphatic Finish Coat	2.0-3.0	(50-75)
or	Corothane I HS	2.0-3.0	(50-75)
or	Corothane I Ironox A HS	2.5-3.5	(63-88)
Steel: (Zinc Primer)			
1 ct.	Corothane I GalvaPac Zinc Primer	3.0-4.0	(75-100)
2 cts.	Corothane I MIO-Aluminum	2.0-3.0	(50-75)
Concrete: (Smooth)			
2 cts.	Corothane I MIO-Aluminum	2.0-3.0	(50-75)
Concrete: (Rough)			
1 ct.	Kem Cati-Coat HS Epoxy Filler/Sealer	10.0-30.0	(250-750)
as required to fill voids and provide a continuous substrate.			
2 cts.	Corothane I MIO-Aluminum	2.0-3.0	(50-75)
Galvanized:			
1-2 cts.	Corothane I MIO-Aluminum	2.0-3.0	(50-75)
(Check Compatibility)			
Aluminum:			
1-2 cts.	Corothane I MIO-Aluminum	2.0-3.0	(50-75)
(Check Compatibility)			
Previously Painted Surfaces:			
1-2 cts.	Corothane I MIO-Aluminum	2.0-3.0	(50-75)
(Check Compatibility)			

The systems listed above are representative of the product's use, other systems may be appropriate.

SURFACE PREPARATION

Surface must be clean, dry, and in sound condition. Remove all oil, dust, grease, dirt, loose rust, and other foreign material to ensure adequate adhesion.

Refer to product Application Bulletin for detailed surface preparation information.

Minimum recommended surface preparation:

Iron & Steel:	SSPC-SP2/3
Concrete:	SSPC-SP13/NACE 6, or ICRI No. 310.2, CSP 1-3
Galvanized:	SSPC-SP1
Aluminum:	SSPC-SP1
Previously Painted	SSPC-SP2 or SP3

Surface Preparation Standards

Condition of Surface	ISO 8501-1 BS7079:A1	Swedish Std. SIS055900	SSPC	NACE
White Metal	Sa 3	Sa 3	SP 5	1
Near White Metal	Sa 2.5	Sa 2.5	SP 10	2
Commercial Blast	Sa 2	Sa 2	SP 6	3
Brush-Off Blast	Sa 1	Sa 1	SP 7	4
Hand Tool Cleaning	C St 2	C St 2	SP 2	-
Rusted	D St 2	D St 2	SP 2	-
Pitted & Rusted	D St 3	D St 3	SP 3	-
Power Tool Cleaning	D St 3	D St 3	SP 3	-
Rusted	D St 3	D St 3	SP 3	-
Pitted & Rusted	D St 3	D St 3	SP 3	-

TINTING

Do not tint.

APPLICATION CONDITIONS

Temperature:	
air and surface:	20°F (-7°C) minimum, 100°F (38°C) maximum
material:	45°F (7°C) minimum
	Do not apply over surface ice

Relative humidity: 30% minimum, 99% maximum

Refer to product Application Bulletin for detailed application information.

ORDERING INFORMATION

Packaging: 1 gallon (3.78L) and 5 gallon (18.9L) containers

Weight: 10.5 ± 0.2 lb/gal ; 1.26 Kg/L

SAFETY PRECAUTIONS

Refer to the MSDS sheet before use.

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WARRANTY

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Protective & Marine Coatings

COROTHANE® I MIO-ALUMINUM

B65S14

Revised 11/10

APPLICATION BULLETIN

5.10

SURFACE PREPARATIONS

Surface must be clean, dry, and in sound condition. Remove all oil, dust, grease, dirt, loose rust, and other foreign material to ensure adequate adhesion.

Iron & Steel

Remove all oil and grease from surface by Solvent Cleaning per SSPC-SP1. Minimum surface preparation is Hand/ Power Tool per SSPC-SP2/3. For better performance, use Near White Metal Blast Cleaning per SSPC-SP10/ NACE 2. Coat any bare steel the same day as it is cleaned or before flash rusting occurs.

Aluminum

Remove all oil, grease, dirt, oxide and other foreign material by Solvent Cleaning per SSPC-SP1.

Galvanized Steel

Allow to weather a minimum of six months prior to coating. Remove all oil, grease, dirt, oxide and other foreign material by Solvent Cleaning per SSPC-SP1. When weathering is not possible, or the surface has been treated with chromates or silicates, first Solvent Clean per SSPC-SP1 and apply a test patch. Allow paint to dry at least one week before testing adhesion. If adhesion is poor, brush blasting per SSPC-SP7 is necessary to remove these treatments. Rusty galvanizing requires a minimum of Hand Tool Cleaning per SSPC-SP2, prime the area the same day as cleaned.

Concrete and Masonry

For surface preparation, refer to SSPC-SP13/NACE 6, or ICRI No. 310.2, CSP 1-3. Surfaces should be thoroughly clean and dry. Concrete and mortar must be cured at least 28 days @ 75°F (24°C). Remove all loose mortar and foreign material. Surface must be free of laitance, concrete dust, dirt, form release agents, moisture curing membranes, loose cement and hardeners. Fill bug holes, air pockets and other voids with Steel-Seam FT910.

Follow the standard methods listed below when applicable:

ASTM D4258 Standard Practice for Cleaning Concrete.
ASTM D4259 Standard Practice for Abrading Concrete.
ASTM D4260 Standard Practice for Etching Concrete.
ASTM F1869 Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete.
SSPC-SP 13/Nace 6 Surface Preparation of Concrete.
ICRI No. 310.2 Concrete Surface Preparation.

Previously Painted Surfaces

If in sound condition, clean the surface of all foreign material. Smooth, hard or glossy coatings and surfaces should be dulled by abrading the surface. Apply a test area, allowing paint to dry one week before testing adhesion. If adhesion is poor, or if this product attacks the previous finish, removal of the previous coating may be necessary. If paint is peeling or badly weathered, clean surface to sound substrate and treat as a new surface as above.

Surface Preparation Standards

Condition of Surface	ISO 8501-1 BS7079:A1	Swedish Std. SIS065900	SSPC	NACE
White Metal	Sa 3	Sa 3	SP 5	1
Near White Metal	Sa 2.5	Sa 2.5	SP 10	2
Commercial Blast	Sa 2	Sa 2	SP 6	3
Brush-Off Blast	Sa 1	Sa 1	SP 7	4
Hand Tool Cleaning	C St 2	C St 2	SP 2	-
Pitted & Rusted	D St 2	D St 2	SP 2	-
Rusted	C St 3	C St 3	SP 3	-
Power Tool Cleaning	Pitted & Rusted D St 3	D St 3	SP 3	-

APPLICATION CONDITIONS

Temperature:	
air and surface:	20°F (-7°C) minimum, 100°F (38°C) maximum
material:	45°F (7°C) minimum Do not apply over surface ice
Relative humidity:	30% minimum, 99% maximum

APPLICATION EQUIPMENT

The following is a guide. Changes in pressures and tip sizes may be needed for proper spray characteristics. Always purge spray equipment before use with listed reducer. Any reduction must be compliant with existing VOC regulations and compatible with the existing environmental and application conditions.

Reducer/Clean Up

Spray	Reducer #15, R7K15
Brush and Roll	Reducer #100, R7K100
VOC Exempt	Reducer R7K111

Airless Spray

Pump	30:1
Pressure	1800 - 2000 psi
Hose	1/4" ID
Tip015" - .019"
Filter	60 mesh
Reduction	As needed up to 10% by volume

Conventional Spray

Unit	Graco	Binks
Gun	900	95
Fluid Nozzle	070	66/65
Air Nozzle	947	66PR
Atomization Press	60-70 psi	60-70 psi
Fluid Pressure	15-20 psi	15-20 psi
Reduction	As needed up to 10% by volume	

Brush

Brush	Natural bristle
Reduction	As needed up to 10% by volume

Roller

Cover	1/4" natural or synthetic with solvent resistant core
Reduction	As needed up to 10% by volume

If specific application equipment is not listed above, equivalent equipment may be substituted.



Protective & Marine Coatings

COROTHANE® I MIO-ALUMINUM

B65S14

APPLICATION BULLETIN

5.10

APPLICATION PROCEDURES

Surface preparation must be completed as indicated.

Mix material thoroughly prior to use with a low speed power agitator. Filter slowly through a 55 mesh screen.

Apply paint at the recommended film thickness and spreading rate as indicated below:

Recommended Spreading Rate per coat:

	Minimum	Maximum
Wet mils (microns)	3.0 (75)	4.5 (112)
Dry mils (microns)	2.0 (500)	3.0 (75)
~Coverage sq ft/gal (m ² /L)	348 (8.5)	521 (12.8)
Theoretical coverage sq ft/gal (m ² /L) @ 1 mil / 25 microns dft	1040 (25.5)	

NOTE: Brush or roll application may require multiple coats to achieve maximum film thickness and uniformity of appearance.

Drying Schedule @ 3.5 mils wet (88 microns):

	@ 40°F/4.5°C	@ 77°F/25°C 50% RH	@ 100°F/38°C
To touch:	4 hours	2 hours	1 hour
To recoat:			
minimum:	16 hours	7 hours	3 hours
maximum:	30 days	30 days	30 days
To cure:	5 days	3 days	1 day

Abrade surface if maximum recoat time is exceeded.

Drying time is temperature, humidity, and film thickness dependent.

Application of coating above maximum or below minimum recommended spreading rate may adversely affect coating performance.

CLEAN UP INSTRUCTIONS

Clean spills and splatters immediately with Reducer #15, R7K15. Clean tools immediately after use with Reducer #15, R7K15. Follow manufacturer's safety recommendations when using any solvent.

DISCLAIMER

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PERFORMANCE TIPS

Stripe coat all crevices, welds, and sharp angles to prevent early failure in these areas.

When using spray application, use a 50% overlap with each pass of the gun to avoid holidays, bare areas, and pinholes. If necessary, cross spray at a right angle.

Spreading rates are calculated on volume solids and do not include an application loss factor due to surface profile, roughness or porosity of the surface, skill and technique of the applicator, method of application, various surface irregularities, material lost during mixing, spillage, overthinning, climatic conditions, and excessive film build.

Excessive reduction of material can affect film build, appearance, and adhesion.

In order to avoid blockage of spray equipment, clean equipment before use or before periods of extended downtime with Reducer #15, R7K15.

Pour a small amount of Reducer #15, R7K15 over the top of the paint in the can to prevent skinning or gelling.

Place a temporary cover over the pail to keep excessive moisture, condensation, fog, or rain from contaminating the coating.

Corothane KA Accelerator is acceptable for use. See data page 5.98 for details.

It is recommended that partially used cans not be sealed/closed for use at a later date.

Refer to Product Information sheet for additional performance characteristics and properties.

SAFETY PRECAUTIONS

Refer to the MSDS sheet before use.

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WARRANTY

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Protective & Marine Coatings

COROTHANE® I HS ALIPHATIC FINISH COAT

B65W50 ULTRA WHITE
B65T54 ULTRADEEP BASE
B65R50 SAFETY RED

B65W51 EXTRA WHITE BASE
B65B50 BLACK
B65Y50 SAFETY YELLOW

Revised 6/12

PRODUCT INFORMATION

5.12

PRODUCT DESCRIPTION

COROTHANE I HS is a single component, low VOC, moisture curing urethane designed for low temperature or high humidity applications while providing UV resistance and chemical resistance equivalent to two part urethane coatings.

- Low temperature application - down to 20°F (-7°C)
- Superior resistance to yellowing, chalking, or degradation by sunlight
- Superior adhesion to most prepared surfaces
- Superior abrasion resistance
- Outstanding chemical resistance
- Outstanding application properties

PRODUCT CHARACTERISTICS

Finish:	Gloss
Color:	Wide range of colors available
Volume Solids:	61% ± 1%, may vary by color
Weight Solids:	77% ± 2%
VOC (EPA Method 24):	Unreduced: <310 g/L; 2.60 lb/gal Reduced 5%: <340 g/L; 2.80 lb/gal

Recommended Spreading Rate per coat:

	Minimum	Maximum
Wet mils (microns)	3.5 (88)	5.0 (125)
Dry mils (microns)	2.0 (50)	3.0 (75)
~Coverage sq ft/gal (m²/L)	326 (8.0)	489 (12.0)
Theoretical coverage sq ft/gal (m²/L) @ 1 mil / 25 microns dft	976 (23.9)	

NOTE: Brush or roll application may require multiple coats to achieve maximum film thickness and uniformity of appearance.

Drying Schedule @ 4.0 mils wet (100 microns):

	@ 40°F/4.5°C	@ 77°F/25°C	@ 100°F/38°C
		50% RH	
To touch:	4 hours	2 hours	45 minutes
To recoat:			
minimum:	24 hours	12 hours	6 hours
maximum:	14 days	14 days	14 days
To cure:	7 days	3 days	3 days

If maximum recoat time is exceeded, abrade surface before recoating. Drying time is temperature, humidity, and film thickness dependent.

Shelf Life:	12 months, unopened Store indoors at 40°F (4.5°C) to 100°F (38°C). (Tinted colors must be used within 7 days after tinting)
Flash Point:	101°F (39°C), Seta Flash
Reducer/Clean Up:	Reducer #15, R7K15, R7K100, or R7K111 (VOC exempt)

RECOMMENDED USES

- Color coat where maximum color and gloss retention are required
- Suitable for use in the following industries:
 - Marine
 - Petro-Chemical
 - Industrial
 - Pulp and Paper
 - Bridge and Highway
 - Rail
 - Water and Waste Water
- Suitable for use in USDA inspected facilities.
- Conforms to AWWA D102-03 OCS #2
- Meets requirements of SSPC Paint 38, Level II

PERFORMANCE CHARACTERISTICS

Substrate*: Steel

Surface Preparation*: SSPC-SP6

System Tested*:

1 ct. Corothane I MIO-Aluminum @ 3.0 mils (75 microns) dft

1 ct. Corothane I HS @ 3.0 mils (75 microns) dft

*unless otherwise noted below

Test Name	Test Method	Results
Abrasion Resistance	ASTM D4060, CS17 wheel, 1000 cycles, 1 kg load	80 mg loss
Adhesion	ASTM D4541	1296 psi
Corrosion Weathering	ASTM D5984, 12 cycles, 4032 hours	Rating 10 per ASTM D610 Rusting; Rating 10 per ASTM D714 Blistering
Direct Impact, topcoat only	ASTM D2794	70 in lb
Dry Heat Resistance	ASTM D2485	250°F (121°C)
Flexibility, topcoat only	ASTM D522, 180° bend, 1/8" mandrel	Passes
Humidity	ASTM-D4585, 1000 hours	Rating 10 per ASTM D610 for Rusting; Rating 10 per ASTM D714 for Blistering
Pencil Hardness	ASTM D3363	HB
Salt Fog Resistance	ASTM B117, 1000 hours	Rating 10 per ASTM D610 for Rusting; Rating 10 per ASTM D714 for Blistering
Thermal Cycling	ASTM D2246, 15 cycles	Passes, no cracking, checking, or blistering; no loss of adhesion, 100% gloss retention

Meets requirements of SSPC Paint 38, Level II.



Protective & Marine Coatings

COROTHANE® I HS ALIPHATIC FINISH COAT

B65W50 ULTRA WHITE
B65T54 ULTRADEEP BASE
B65R50 SAFETY RED

B65W51 EXTRA WHITE BASE
B65B50 BLACK
B65Y50 SAFETY YELLOW

PRODUCT INFORMATION

5.12

RECOMMENDED SYSTEMS

		Dry Film Thickness / ct.	
		Mils	(Microns)
Steel:			
1 ct.	Corothane I MIO-Aluminum	2.0-3.0	(50-75)
1 ct.	Corothane I Ironox B	3.0-5.0	(75-125)
1 ct.	Corothane I HS	2.0-3.0	(50-75)
Steel:			
1 ct.	Corothane I MIO-Aluminum	2.0-3.0	(50-75)
1-2 cts.	Corothane I HS	2.0-3.0	(50-75)
Steel:			
1 ct.	Corothane I GalvaPac Zinc Primer	3.0-4.0	(75-100)
1 ct.	Corothane I Ironox B	3.0-5.0	(75-125)
1 ct.	Corothane I HS	2.0-3.0	(50-75)
Steel:			
1 ct.	Corothane I PrePrime	1.0-1.5	(25-40)
1 ct.	Corothane I MIO-Aluminum	2.0-3.0	(50-75)
1 ct.	Corothane I Ironox B	3.0-5.0	(75-125)
1 ct.	Corothane I HS	2.0-3.0	(50-75)
Steel (Epoxy Primer):			
1 ct.	Dura-Plate 235	4.0-8.0	(100-200)
1-2 cts.	Corothane I HS Coat	2.0-3.0	(50-75)
Concrete, smooth:			
1 ct.	Corothane I PrePrime	1.0-1.5	(25-40)
1 ct.	Corothane I HS	2.0-3.0	(50-75)
Concrete, rough:			
On deeply profiled or damaged concrete floor:			
1 ct.	Kem Cati-Coat HS Epoxy Filler/Sealer	10.0-20.0	(250-500)
as required to fill voids and provide a continuous substrate.			
1 ct.	Corothane I HS	2.0-3.0	(50-75)
Previously Painted Surfaces:			
Spot prime bare steel with 1 coat of Corothane I GalvaPac Zinc Primer			
1 ct.	Corothane I HS	2.0-3.0	(50-75)
or			
1 ct.	Corothane I Ironox B	3.0-5.0	(75-125)
1 ct.	Corothane I HS	2.0-3.0	(50-75)
(Check compatibility)			

SURFACE PREPARATION

Surface must be clean, dry, and in sound condition. Remove all oil, dust, grease, dirt, loose rust, and other foreign material to ensure adequate adhesion.

Refer to product Application Bulletin for detailed surface preparation information.

Minimum recommended surface preparation:

- *Iron & Steel: SSPC-SP6/NACE 3
- *Concrete & Masonry: SSPC-SP13/NACE 6, or ICRI No. 310.2, CSP 1-3
- *Previously Painted: SSPC-SP2 or SP3
- *Primer required

Surface Preparation Standards					
Condition of Surface	ISO 8501-1 BS7079:A1	Swedish Std. SIS055900	SSPC	NACE	
White Metal	Sa 3	Sa 3	SP 5	1	
Near White Metal	Sa 2.5	Sa 2.5	SP 10	2	
Commercial Blast	Sa 2	Sa 2	SP 6	3	
Brush-Off Blast	Sa 1	Sa 1	SP 6	4	
Hand Tool Cleaning	C St 2	C St 2	SP 2		
Rusted	D St 2	D St 2	SP 2		
Pitted & Rusted	C St 3	C St 3	SP 3		
Rusted	D St 3	D St 3	SP 3		
Power Tool Cleaning	Pitted & Rusted	D St 3	SP 3		

TINTING

Tint B65W51 and B65T54 only with Maxitoner colorants, 100% tint strength. Must be used within 7 days after tinting.

APPLICATION CONDITIONS

Temperature:
air and surface: 20°F (-7°C) minimum, 100°F (38°C) maximum
material: 45°F (7°C) minimum
Do not apply over surface ice

Relative humidity: 30% minimum, 99% maximum

Refer to product Application Bulletin for detailed application information.

ORDERING INFORMATION

Packaging: 1 gallon (3.78L) and 5 gallon (18.9L) containers

Weight: 11.79 ± 0.2 lb/gal ; 1.4 Kg/L
may vary by color

SAFETY PRECAUTIONS

Refer to the MSDS sheet before use.

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The Sherwin-Williams Company warrants our products to be free of manufacturing defects in accord with applicable Sherwin-Williams quality control procedures. Liability for products proven defective, if any, is limited to replacement of the defective product or the refund of the purchase price paid for the defective product as determined by Sherwin-Williams. NO OTHER WARRANTY OR GUARANTEE OF ANY KIND IS MADE BY SHERWIN-WILLIAMS, EXPRESSED OR IMPLIED, STATUTORY, BY OPERATION OF LAW OR OTHERWISE, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

DISCLAIMER

The information and recommendations set forth in this Product Data Sheet are based upon tests conducted by or on behalf of The Sherwin-Williams Company. Such information and recommendations set forth herein are subject to change and pertain to the product offered at the time of publication. Consult your Sherwin-Williams representative to obtain the most recent Product Data Information and Application Bulletin.

The systems listed above are representative of the product's use, other systems may be appropriate.



Protective & Marine Coatings

COROTHANE® I HS ALIPHATIC FINISH COAT

B65W50 ULTRA WHITE
B65T54 ULTRADEEP BASE
B65R50 SAFETY RED

B65W51 EXTRA WHITE BASE
B65B50 BLACK
B65Y50 SAFETY YELLOW

Revised 6/12

APPLICATION BULLETIN

5.12

SURFACE PREPARATIONS

Surface must be clean, dry, and in sound condition. Remove all oil, dust, grease, dirt, loose rust, and other foreign material to ensure adequate adhesion.

Iron & Steel

Remove all oil and grease from surface by Solvent Cleaning per SSPC-SP1. Minimum surface preparation is Commercial Blast Cleaning per SSPC-SP6/NACE 3. For better performance, use Near White Metal Blast Cleaning per SSPC-SP10/ NACE 2. Blast clean all surfaces using a sharp, angular abrasive for optimum surface profile (2 mils / 50 microns). Prime any bare steel the same day as it is cleaned.

Concrete and Masonry

For surface preparation, refer to SSPC-SP13/NACE 6, or ICRI No. 310.2, CSP 1-3. Surfaces should be thoroughly clean and dry. Concrete and mortar must be cured at least 28 days @ 75°F (24°C). Remove all loose mortar and foreign material. Surface must be free of laitance, concrete dust, dirt, form release agents, moisture curing membranes, loose cement and hardeners. Fill bug holes, air pockets and other voids with Steel-Seam FT910. Primer required.

Follow the standard methods listed below when applicable:

ASTM D4258 Standard Practice for Cleaning Concrete.
ASTM D4259 Standard Practice for Abrading Concrete.
ASTM D4260 Standard Practice for Etching Concrete.
ASTM F1869 Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete.
SSPC-SP 13/Nace 6 Surface Preparation of Concrete.
ICRI No. 310.2 Concrete Surface Preparation.

Previously Painted Surfaces

If in sound condition, clean the surface of all foreign material. Smooth, hard or glossy coatings and surfaces should be dulled by abrading the surface. Apply a test area, allowing paint to dry one week before testing adhesion. If adhesion is poor, or if this product attacks the previous finish, removal of the previous coating may be necessary. If paint is peeling or badly weathered, clean surface to sound substrate and treat as a new surface as above.

Surface Preparation Standards

Condition of Surface	ISO 8501-1 BS7079:A1	Swedish Std. SIS055900	SSPC	NACE
White Metal	Sa 3	Sa 3	SP 5	1
Near White Metal	Sa 2.5	Sa 2.5	SP 10	2
Commercial Blast	Sa 2	Sa 2	SP 6	3
Brush-Off Blast	Sa 1	Sa 1	SP 7	4
Hand Tool Cleaning	CSa 2	CSa 2	SP 2	-
Pitted & Rusty	CSa 2	CSa 2	SP 2	-
Rusty	CSa 3	CSa 3	SP 3	-
Power Tool Cleaning	CSa 3	CSa 3	SP 3	-

APPLICATION CONDITIONS

Temperature:
air and surface: 20°F (-7°C) minimum, 100°F (38°C) maximum
material: 45°F (7°C) minimum
Do not apply over surface ice
Relative humidity: 30% minimum, 99% maximum

APPLICATION EQUIPMENT

The following is a guide. Changes in pressures and tip sizes may be needed for proper spray characteristics. Always purge spray equipment before use with listed reducer. Any reduction must be compliant with existing VOC regulations and compatible with the existing environmental and application conditions.

Reducer/Clean Up

Brush/Roll Reducer #15, R7K15
Spray.....Aromatic 100 Reducer, R2K5
VOC exemptR7K111

Airless Spray

Pump.....30:1
Pressure.....1800 - 2000 psi
Hose.....1/4" ID
Tip......011" - .015"
Filter.....60 mesh
Reduction.....As needed up to 5% by volume

Conventional Spray

Unit.....	Graco	Binks
Gun	900	95
Fluid Nozzle	070	66/65
Air Nozzle.....	947	66PR
Atomization Pressure.....	60-70 psi	60-70 psi
Fluid Pressure.....	15-20 psi	15-20 psi
Reduction.....	As needed up to 5% by volume	

Brush

Brush.....Natural bristle
Reduction.....As needed up to 5% by volume

Roller

Cover 1/4" natural or synthetic with solvent resistant core
Reduction.....As needed up to 5% by volume

If specific application equipment is not listed above, equivalent equipment may be substituted.



Protective & Marine Coatings

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B65W51 EXTRA WHITE BASE
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B65Y50 SAFETY YELLOW

APPLICATION BULLETIN

5.12

APPLICATION PROCEDURES

Surface preparation must be completed as indicated.

Mix paint thoroughly prior to use with a low speed power agitator. Filter slowly through a 55 mesh screen.

Apply paint at the recommended film thickness and spreading rate as indicated below:

Recommended Spreading Rate per coat:

	Minimum	Maximum
Wet mils (microns)	3.5 (88)	5.0 (125)
Dry mils (microns)	2.0 (50)	3.0 (75)
~Coverage sq ft/gal (m ² /L)	326 (8.0)	489 (12.0)
Theoretical coverage sq ft/gal (m ² /L) @ 1 mil / 25 microns dft	976 (23.9)	

NOTE: Brush or roll application may require multiple coats to achieve maximum film thickness and uniformity of appearance.

Drying Schedule @ 4.0 mils wet (100 microns):

	@ 40°F/4.5°C	@ 77°F/25°C 50% RH	@ 100°F/38°C
To touch:	4 hours	2 hours	45 minutes
To recoat:			
minimum:	24 hours	12 hours	6 hours
maximum:	14 days	14 days	14 days
To cure:	7 days	3 days	3 days

If maximum recoat time is exceeded, abrade surface before recoating. Drying time is temperature, humidity, and film thickness dependent.

Application of coating above maximum or below minimum recommended spreading rate may adversely affect coating performance.

CLEAN UP INSTRUCTIONS

Clean spills and spatters immediately with Reducer #15, R7K15. Clean tools immediately after use with Reducer #15, R7K15. Follow manufacturer's safety recommendations when using any solvent.

DISCLAIMER

The information and recommendations set forth in this Product Data Sheet are based upon tests conducted by or on behalf of The Sherwin-Williams Company. Such information and recommendations set forth herein are subject to change and pertain to the product offered at the time of publication. Consult your Sherwin-Williams representative to obtain the most recent Product Data Information and Application Bulletin.

PERFORMANCE TIPS

Stripe coat all crevices, welds, and sharp angles to prevent early failure in these areas.

When using spray application, use a 50% overlap with each pass of the gun to avoid holidays, bare areas, and pinholes. If necessary, cross spray at a right angle.

Spreading rates are calculated on volume solids and do not include an application loss factor due to surface profile, roughness or porosity of the surface, skill and technique of the applicator, method of application, various surface irregularities, material lost during mixing, spillage, overthinning, climatic conditions, and excessive film build.

Excessive reduction of material can affect film build, appearance, and adhesion.

In order to avoid blockage of spray equipment, clean equipment before use or before periods of extended downtime with Reducer #15, R7K15.

Pour a small amount of Reducer #15, R7K15 over the top of the paint in the can to prevent skinning or gelling.

Place a temporary cover over the pail to keep excessive moisture, condensation, fog, or rain from contaminating the coating.

Do not exceed recommended dry film thickness.

When applying Corothane I - HS over dark colors, Corothane I Zinc Primers, or porous surfaces, an intermediate coat or a minimum of 2 finish coats is required for adequate hide and uniformity of appearance.

Tinted colors must be used within 7 days after tinting.

E-Z Roll Urethane Defoamer is acceptable for use. See data page 5.99 for details.

Corothane KA Accelerator is acceptable for use. See data page 5.98 for details.

It is recommend that partially used cans not be sealed/closed for use at a later date.

Do not shake beyond two minutes.

Refer to Product Information sheet for additional performance characteristics and properties.

SAFETY PRECAUTIONS

Refer to the MSDS sheet before use.

Published technical data and instructions are subject to change without notice. Contact your Sherwin-Williams representative for additional technical data and instructions.

WARRANTY

The Sherwin-Williams Company warrants our products to be free of manufacturing defects in accord with applicable Sherwin-Williams quality control procedures. Liability for products proven defective, if any, is limited to replacement of the defective product or the refund of the purchase price paid for the defective product as determined by Sherwin-Williams. NO OTHER WARRANTY OR GUARANTEE OF ANY KIND IS MADE BY SHERWIN-WILLIAMS, EXPRESSED OR IMPLIED, STATUTORY, BY OPERATION OF LAW OR OTHERWISE, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Material Safety Data Sheets

MATERIAL SAFETY DATA SHEET

B65C10
11 00

DATE OF PREPARATION
Jan 9, 2013

SECTION 1 — PRODUCT AND COMPANY IDENTIFICATION

PRODUCT NUMBER

B65C10

PRODUCT NAME

COROTHANE® I - Preprime, Clear

MANUFACTURER'S NAME

THE SHERWIN-WILLIAMS COMPANY
101 Prospect Avenue N.W.
Cleveland, OH 44115

Telephone Numbers and Websites

Product Information	(800) 524-5979 www.sherwin-williams.com
Regulatory Information	(216) 566-2902 www.paintdocs.com
Medical Emergency	(216) 566-2917
Transportation Emergency*	(800) 424-9300
*for Chemical Emergency ONLY (spill, leak, fire, exposure, or accident)	

SECTION 2 — COMPOSITION/INFORMATION ON INGREDIENTS

% by Weight	CAS Number	Ingredient	Units	Vapor Pressure
10	64742-95-6	Light Aromatic Hydrocarbons		
		ACGIH TLV	Not Available	3.8 mm
		OSHA PEL	Not Available	
2	98-82-8	Cumene		
		ACGIH TLV	50 PPM	10 mm
		OSHA PEL	50 PPM	
1	526-73-8	1,2,3-Trimethylbenzene		
		ACGIH TLV	Not Available	0.931 mm
		OSHA PEL	Not Available	
4	108-67-8	1,3,5-Trimethylbenzene		
		ACGIH TLV	25 PPM	2 mm
		OSHA PEL	25 PPM	
14	95-63-6	1,2,4-Trimethylbenzene		
		ACGIH TLV	25 PPM	2.03 mm
		OSHA PEL	25 PPM	
9	101-68-8	4, 4'-Diphenylmethane Diisocyanate		
		ACGIH TLV	0.005 PPM	
		OSHA PEL	0.02 PPM CEILING	
7	26447-40-5	Diphenylmethane Diisocyanate		
		ACGIH TLV	Not Available	
		OSHA PEL	Not Available	
46	9016-87-9	Diphenylmethane Diisocyanate Polymer		
		ACGIH TLV	Not Available	
		OSHA PEL	Not Available	

SECTION 3 — HAZARDS IDENTIFICATION

ROUTES OF EXPOSURE

INHALATION of vapor or spray mist.

EYE or SKIN contact with the product, vapor or spray mist.

EFFECTS OF OVEREXPOSURE

EYES: Irritation.

SKIN: Prolonged or repeated exposure may cause irritation.

INHALATION: Irritation of the upper respiratory system.

HMIS Codes

Health	3*
Flammability	2
Reactivity	1

May cause nervous system depression. Extreme overexposure may result in unconsciousness and possibly death.

Prolonged overexposure to hazardous ingredients in Section 2 may cause adverse chronic effects to the following organs or systems:

- the liver
- the urinary system
- the reproductive system

SIGNS AND SYMPTOMS OF OVEREXPOSURE

Headache, dizziness, nausea, and loss of coordination are indications of excessive exposure to vapors or spray mists.

Redness and itching or burning sensation may indicate eye or excessive skin exposure.

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE

May cause allergic respiratory and/or skin reaction in susceptible persons or sensitization. This effect may be delayed several hours after exposure.

Persons sensitive to isocyanates will experience increased allergic reaction on repeated exposure.

CANCER INFORMATION

For complete discussion of toxicology data refer to Section 11.

SECTION 4 — FIRST AID MEASURES

EYES: Flush eyes with large amounts of water for 15 minutes. Get medical attention.

SKIN: Wash affected area thoroughly with soap and water.

Remove contaminated clothing and launder before re-use.

INHALATION: If any breathing problems occur during use, **LEAVE THE AREA** and get fresh air. If problems remain or occur later, **IMMEDIATELY** get medical attention.

INGESTION: Do not induce vomiting. Get medical attention immediately.

SECTION 5 — FIRE FIGHTING MEASURES

FLASH POINT

105 °F PMCC

LEL

0.7

UEL

7.0

FLAMMABILITY CLASSIFICATION

Combustible, Flash above 99 and below 200 °F

EXTINGUISHING MEDIA

Carbon Dioxide, Dry Chemical, Foam

UNUSUAL FIRE AND EXPLOSION HAZARDS

Closed containers may explode when exposed to extreme heat.

Application to hot surfaces requires special precautions.

During emergency conditions overexposure to decomposition products may cause a health hazard. Symptoms may not be immediately apparent. Obtain medical attention.

SPECIAL FIRE FIGHTING PROCEDURES

Full protective equipment including self-contained breathing apparatus should be used.

Water spray may be ineffective. If water is used, fog nozzles are preferable. Water may be used to cool closed containers to prevent pressure build-up and possible autoignition or explosion when exposed to extreme heat.

SECTION 6 — ACCIDENTAL RELEASE MEASURES

STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED

Remove all sources of ignition. Ventilate the area.

All personnel in the area should be protected as in Section 8.

Cover spill with absorbent material. Deactivate spilled material with a 10% ammonium hydroxide solution (household ammonia). After 10 minutes, collect in open containers and add more ammonia. Cover loosely. Wash spill area with soap and water.

SECTION 7 — HANDLING AND STORAGE

STORAGE CATEGORY

DOL Storage Class II

PRECAUTIONS TO BE TAKEN IN HANDLING AND STORAGE

Contents are COMBUSTIBLE. Keep away from heat and open flame.

Consult NFPA Code. Use approved Bonding and Grounding procedures.

Keep container closed when not in use. Transfer only to approved containers with complete and appropriate labeling. Do not take internally.

Keep out of the reach of children.

SECTION 8 — EXPOSURE CONTROLS/PERSONAL PROTECTION

PRECAUTIONS TO BE TAKEN IN USE

NO PERSON SHOULD USE THIS PRODUCT, OR BE IN THE AREA WHERE IT IS BEING USED, IF THEY HAVE CHRONIC (LONG-TERM) LUNG OR BREATHING PROBLEMS OR IF THEY EVER HAD A REACTION TO ISOCYANATES.

Use only with adequate ventilation.

Avoid contact with skin and eyes. Avoid breathing vapor and spray mist.

Wash hands after using.

This coating may contain materials classified as nuisance particulates (listed "as Dust" in Section 2) which may be present at hazardous levels only during sanding or abrading of the dried film. If no specific dusts are listed in Section 2, the applicable limits for nuisance dusts are ACGIH TLV 10 mg/m³ (total dust), 3 mg/m³ (respirable fraction), OSHA PEL 15 mg/m³ (total dust), 5 mg/m³ (respirable fraction).

VENTILATION

Local exhaust preferable. General exhaust acceptable if the exposure to materials in Section 2 is maintained below applicable exposure limits. Refer to OSHA Standards 1910.94, 1910.107, 1910.108.

RESPIRATORY PROTECTION

Where overspray is present, a positive pressure air supplied respirator (TC19C NIOSH/MSHA approved) should be worn. If unavailable, a properly fitted organic vapor/particulate respirator approved by NIOSH/MSHA for protection against materials in Section 2 may be effective. Follow respirator manufacturers directions for use. Wear the respirator for the whole time of spraying and until all vapors and mists are gone. **NO PERSONS SHOULD BE ALLOWED IN THE AREA WHERE THIS PRODUCT IS BEING USED UNLESS EQUIPPED WITH THE SAME RESPIRATOR PROTECTION RECOMMENDED FOR THE PAINTERS.**

When sanding or abrading the dried film, wear a dust/mist respirator approved by NIOSH/MSHA for dust which may be generated from this product, underlying paint, or the abrasive.

PROTECTIVE GLOVES

To prevent skin contact, wear gloves which are recommended by glove supplier for protection against materials in Section 2.

EYE PROTECTION

Wear safety spectacles with unperforated sideshields.

OTHER PROTECTIVE EQUIPMENT

Use barrier cream on exposed skin.

OTHER PRECAUTIONS

Intentional misuse by deliberately concentrating and inhaling the contents can be harmful or fatal.

SECTION 9 — PHYSICAL AND CHEMICAL PROPERTIES

PRODUCT WEIGHT	8.57 lb/gal	1027 g/l
SPECIFIC GRAVITY	1.03	
BOILING POINT	305 - 360 °F	151 - 182 °C
MELTING POINT	Not Available	
VOLATILE VOLUME	37%	
EVAPORATION RATE	Slower than ether	
VAPOR DENSITY	Heavier than air	
SOLUBILITY IN WATER	Not Available	
VOLATILE ORGANIC COMPOUNDS (VOC Theoretical - As Packaged)		
2.73 lb/gal	327 g/l	Less Water and Federally Exempt Solvents
2.73 lb/gal	327 g/l	Emitted VOC

SECTION 10 — STABILITY AND REACTIVITY
--

STABILITY — Stable**CONDITIONS TO AVOID**

None known.

INCOMPATIBILITY

Contamination with Water, Alcohols, Amines and other compounds which react with isocyanates, may result in dangerous pressure in, and possible bursting of, closed containers.

HAZARDOUS DECOMPOSITION PRODUCTS

By fire: Carbon Dioxide, Carbon Monoxide, Oxides of Nitrogen, possibility of Hydrogen Cyanide

HAZARDOUS POLYMERIZATION

Will not occur

SECTION 11 — TOXICOLOGICAL INFORMATION

CHRONIC HEALTH HAZARDS

No ingredient in this product is an IARC, NTP or OSHA listed carcinogen.

Reports have associated repeated and prolonged overexposure to solvents with permanent brain and nervous system damage.

TOXICOLOGY DATA

CAS No.	Ingredient Name			
64742-95-6	Light Aromatic Hydrocarbons	LC50 RAT LD50 RAT	4HR	Not Available Not Available
98-82-8	Cumene	LC50 RAT LD50 RAT	4HR	Not Available 1400 mg/kg
526-73-8	1,2,3-Trimethylbenzene	LC50 RAT LD50 RAT	4HR	Not Available Not Available
108-67-8	1,3,5-Trimethylbenzene	LC50 RAT LD50 RAT	4HR	Not Available Not Available
95-63-6	1,2,4-Trimethylbenzene	LC50 RAT LD50 RAT	4HR	Not Available Not Available
101-63-8	4, 4'-Diphenylmethane Diisocyanate	LC50 RAT LD50 RAT	4HR	Not Available 2000 mg/kg
26447-40-5	Diphenylmethane Diisocyanate	LC50 RAT LD50 RAT	4HR	Not Available Not Available
9016-87-9	Diphenylmethane Diisocyanate Polymer	LC50 RAT LD50 RAT	4HR	Not Available Not Available

SECTION 12 — ECOLOGICAL INFORMATION**ECOTOXICOLOGICAL INFORMATION**

No data available.

SECTION 13 — DISPOSAL CONSIDERATIONS**WASTE DISPOSAL METHOD**

Waste from this product may be hazardous as defined under the Resource Conservation and Recovery Act (RCRA) 40 CFR 261.

Waste must be tested for ignitability to determine the applicable EPA hazardous waste numbers.

Incinerate in approved facility. Do not incinerate closed container. Dispose of in accordance with Federal, State/Provincial, and Local regulations regarding pollution.

SECTION 14 — TRANSPORT INFORMATION

Multi-modal shipping descriptions are provided for informational purposes and do not consider container sizes. The presence of a shipping description for a particular mode of transport (ocean, air, etc.), does not indicate that the product is packaged suitably for that mode of transport. All packaging must be reviewed for suitability prior to shipment, and compliance with the applicable regulations is the sole responsibility of the person offering the product for transport.

US Ground (DOT)

May be Classed as a Combustible Liquid for U.S. Ground.

UN1263, PAINT, 3, PG III, (ERG#128)

DOT (Dept of Transportation) Hazardous Substances & Reportable Quantities

Xylenes (isomers and mixture) 100 lb RQ

Bulk Containers may be Shipped as (check reportable quantities):

UN1263, PAINT, COMBUSTIBLE LIQUID, PG III, (ERG#128)

Canada (TDG)

May be Classed as a Combustible Liquid for Canadian Ground.

UN1263, PAINT, CLASS 3, PG III, (ERG#128)

IMO

5 Liters (1.3 Gallons) and Less may be Shipped as Limited Quantity.

UN1263, PAINT, CLASS 3, PG III, (41 C c.c.), EmS F-E, S-E, ADR (D/E)**IATA/ICAO**

UN1263, PAINT, 3, PG III

SECTION 15 — REGULATORY INFORMATION**SARA 313 (40 CFR 372.65C) SUPPLIER NOTIFICATION**

CAS No.	CHEMICAL/COMPOUND	% by WT	% Element
98-82-8	Cumene	2	
95-63-6	1,2,4-Trimethylbenzene	14	
101-68-8	4, 4'-Diphenylmethane Diisocyanate	9	
9016-87-9	Diphenylmethane Diisocyanate Polymer	46	

CALIFORNIA PROPOSITION 65

WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

TSCA CERTIFICATION

All chemicals in this product are listed, or are exempt from listing, on the TSCA Inventory.

SECTION 16 — OTHER INFORMATION

This product has been classified in accordance with the hazard criteria of the Canadian Controlled Products Regulations (CPR) and the MSDS contains all of the information required by the CPR.

The above information pertains to this product as currently formulated, and is based on the information available at this time. Addition of reducers or other additives to this product may substantially alter the composition and hazards of the product. Since conditions of use are outside our control, we make no warranties, express or implied, and assume no liability in connection with any use of this information.

MATERIAL SAFETY DATA SHEET

B65S14
16 00

DATE OF PREPARATION
Jan 9, 2013

SECTION 1 — PRODUCT AND COMPANY IDENTIFICATION

PRODUCT NUMBER

B65S14

PRODUCT NAME

COROTHANE® I - Aliphatic Finish Coat, MIO/Aluminum

MANUFACTURER'S NAME

THE SHERWIN-WILLIAMS COMPANY

101 Prospect Avenue N.W.

Cleveland, OH 44115

Telephone Numbers and Websites

Product Information	(800) 524-5979 www.sherwin-williams.com
Regulatory Information	(216) 566-2902 www.paintdocs.com
Medical Emergency	(216) 566-2917
Transportation Emergency*	(800) 424-9300
*for Chemical Emergency ONLY (spill, leak, fire, exposure, or accident)	

SECTION 2 — COMPOSITION/INFORMATION ON INGREDIENTS

% by Weight	CAS Number	Ingredient	Units	Vapor Pressure
3	64742-88-7	Mineral Spirits		
		ACGIH TLV	100 PPM	2 mm
		OSHA PEL	100 PPM	
5	64742-95-6	Light Aromatic Hydrocarbons		
		ACGIH TLV	Not Available	3.8 mm
		OSHA PEL	Not Available	
1	98-82-8	Cumene		
		ACGIH TLV	50 PPM	10 mm
		OSHA PEL	50 PPM	
3	108-67-8	1,3,5-Trimethylbenzene		
		ACGIH TLV	25 PPM	2 mm
		OSHA PEL	25 PPM	
8	95-63-6	1,2,4-Trimethylbenzene		
		ACGIH TLV	25 PPM	2.03 mm
		OSHA PEL	25 PPM	
2	64742-94-5	Medium Aromatic Hydrocarbons		
		ACGIH TLV	Not Available	0.12 mm
		OSHA PEL	Not Available	
0.4	91-20-3	Naphthalene		
		ACGIH TLV	10 PPM	1 mm
		ACGIH TLV	15 PPM STEL	
		OSHA PEL	10 PPM	
		OSHA PEL	15 PPM STEL	
3	101-68-8	4, 4'-Diphenylmethane Diisocyanate		
		ACGIH TLV	0.005 PPM	
		OSHA PEL	0.02 PPM CEILING	
3	26447-40-5	Diphenylmethane Diisocyanate		
		ACGIH TLV	Not Available	
		OSHA PEL	Not Available	
20	9016-87-9	Diphenylmethane Diisocyanate Polymer		
		ACGIH TLV	Not Available	
		OSHA PEL	Not Available	
14	Proprietary	Toluene Diisocyanate Polymer		
		ACGIH TLV	Not Available	
		OSHA PEL	Not Available	
10	14808-60-7	Quartz		
		ACGIH TLV	0.025 mg/m3 as Resp. Dust	
		OSHA PEL	0.1 mg/m3 as Resp. Dust	

SECTION 3 — HAZARDS IDENTIFICATION

ROUTES OF EXPOSURE

INHALATION of vapor or spray mist.

EYE or SKIN contact with the product, vapor or spray mist.

EFFECTS OF OVEREXPOSURE

EYES: Irritation.

SKIN: Prolonged or repeated exposure may cause irritation.

INHALATION: Irritation of the upper respiratory system.

May cause nervous system depression. Extreme overexposure may result in unconsciousness and possibly death.

Prolonged overexposure to hazardous ingredients in Section 2 may cause adverse chronic effects to the following organs or systems:

- the liver
- the urinary system
- the reproductive system

SIGNS AND SYMPTOMS OF OVEREXPOSURE

Headache, dizziness, nausea, and loss of coordination are indications of excessive exposure to vapors or spray mists.

Redness and itching or burning sensation may indicate eye or excessive skin exposure.

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE

May cause allergic respiratory and/or skin reaction in susceptible persons or sensitization. This effect may be delayed several hours after exposure.

Persons sensitive to isocyanates will experience increased allergic reaction on repeated exposure.

CANCER INFORMATION

For complete discussion of toxicology data refer to Section 11.

HMIS Codes

Health	3*
Flammability	2
Reactivity	1

SECTION 4 — FIRST AID MEASURES

- EYES:** Flush eyes with large amounts of water for 15 minutes. Get medical attention.
- SKIN:** Wash affected area thoroughly with soap and water.
Remove contaminated clothing and laundry before re-use.
- INHALATION:** If any breathing problems occur during use, **LEAVE THE AREA** and get fresh air. If problems remain or occur later, **IMMEDIATELY** get medical attention.
- INGESTION:** Do not induce vomiting. Get medical attention immediately.

SECTION 5 — FIRE FIGHTING MEASURES

- FLASH POINT** 105 °F PMCC
- LEL** 0.7
- UEL** 7.0
- FLAMMABILITY CLASSIFICATION** Combustible, Flash above 99 and below 200 °F
- EXTINGUISHING MEDIA**
Carbon Dioxide, Dry Chemical, Foam
- UNUSUAL FIRE AND EXPLOSION HAZARDS**
Closed containers may explode when exposed to extreme heat.
Application to hot surfaces requires special precautions.
During emergency conditions overexposure to decomposition products may cause a health hazard. Symptoms may not be immediately apparent. Obtain medical attention.
- SPECIAL FIRE FIGHTING PROCEDURES**
Full protective equipment including self-contained breathing apparatus should be used.
Water spray may be ineffective. If water is used, fog nozzles are preferable. Water may be used to cool closed containers to prevent pressure build-up and possible autoignition or explosion when exposed to extreme heat.

SECTION 6 — ACCIDENTAL RELEASE MEASURES

STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED

- Remove all sources of ignition. Ventilate the area.
- All personnel in the area should be protected as in Section 8.
- Cover spill with absorbent material. Deactivate spilled material with a 10% ammonium hydroxide solution (household ammonia). After 10 minutes, collect in open containers and add more ammonia. Cover loosely. Wash spill area with soap and water.

SECTION 7 — HANDLING AND STORAGE

STORAGE CATEGORY

DOL Storage Class II

PRECAUTIONS TO BE TAKEN IN HANDLING AND STORAGE

- Contents are COMBUSTIBLE. Keep away from heat and open flame.
- Consult NFPA Code. Use approved Bonding and Grounding procedures.
- Keep container closed when not in use. Transfer only to approved containers with complete and appropriate labeling. Do not take internally. Keep out of the reach of children.

SECTION 8 — EXPOSURE CONTROLS/PERSONAL PROTECTION

PRECAUTIONS TO BE TAKEN IN USE

NO PERSON SHOULD USE THIS PRODUCT, OR BE IN THE AREA WHERE IT IS BEING USED, IF THEY HAVE CHRONIC (LONG-TERM) LUNG OR BREATHING PROBLEMS OR IF THEY EVER HAD A REACTION TO ISOCYANATES.

- Use only with adequate ventilation.
- Avoid contact with skin and eyes. Avoid breathing vapor and spray mist.
- Wash hands after using.

This coating may contain materials classified as nuisance particulates (listed "as Dust" in Section 2) which may be present at hazardous levels only during sanding or abrading of the dried film. If no specific dusts are listed in Section 2, the applicable limits for nuisance dusts are ACGIH TLV 10 mg/m³ (total dust), 3 mg/m³ (respirable fraction), OSHA PEL 15 mg/m³ (total dust), 5 mg/m³ (respirable fraction).

VENTILATION

Local exhaust preferable. General exhaust acceptable if the exposure to materials in Section 2 is maintained below applicable exposure limits. Refer to OSHA Standards 1910.94, 1910.107, 1910.108.

RESPIRATORY PROTECTION

Where overspray is present, a positive pressure air supplied respirator (TC19C NIOSH/MSHA approved) should be worn. If unavailable, a properly fitted organic vapor/particulate respirator approved by NIOSH/MSHA for protection against materials in Section 2 may be effective. Follow respirator manufacturers directions for use. Wear the respirator for the whole time of spraying and until all vapors and mists are gone. **NO PERSONS SHOULD BE ALLOWED IN THE AREA WHERE THIS PRODUCT IS BEING USED UNLESS EQUIPPED WITH THE SAME RESPIRATOR PROTECTION RECOMMENDED FOR THE PAINTERS.**

When sanding or abrading the dried film, wear a dust/mist respirator approved by NIOSH/MSHA for dust which may be generated from this product, underlying paint, or the abrasive.

PROTECTIVE GLOVES

To prevent skin contact, wear gloves which are recommended by glove supplier for protection against materials in Section 2.

EYE PROTECTION

Wear safety spectacles with unperforated sideshields.

OTHER PROTECTIVE EQUIPMENT

Use barrier cream on exposed skin.

OTHER PRECAUTIONS

Intentional misuse by deliberately concentrating and inhaling the contents can be harmful or fatal.

SECTION 9 — PHYSICAL AND CHEMICAL PROPERTIES

PRODUCT WEIGHT	10.52 lb/gal	1260 g/l
SPECIFIC GRAVITY	1.27	
BOILING POINT	300 - 415 °F	148 - 212 °C
MELTING POINT	Not Available	
VOLATILE VOLUME	34%	
EVAPORATION RATE	Slower than ether	
VAPOR DENSITY	Heavier than air	
SOLUBILITY IN WATER	Not Available	
VOLATILE ORGANIC COMPOUNDS (VOC Theoretical - As Packaged)		
	2.47 lb/gal	296 g/l
	2.47 lb/gal	296 g/l
		Less Water and Federally Exempt Solvents
		Emitted VOC

SECTION 10 — STABILITY AND REACTIVITY
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STABILITY — Stable**CONDITIONS TO AVOID**

None known.

INCOMPATIBILITY

Contamination with Water, Alcohols, Amines and other compounds which react with isocyanates, may result in dangerous pressure in, and possible bursting of, closed containers.

HAZARDOUS DECOMPOSITION PRODUCTS

By fire: Carbon Dioxide, Carbon Monoxide, Oxides of Nitrogen, possibility of Hydrogen Cyanide

HAZARDOUS POLYMERIZATION

Will not occur

SECTION 11 — TOXICOLOGICAL INFORMATION

CHRONIC HEALTH HAZARDS

Reports have associated repeated and prolonged overexposure to solvents with permanent brain and nervous system damage.

Naphthalene is classified by IARC as possibly carcinogenic to humans (2B) based on inadequate evidence in humans and sufficient evidence in laboratory animals.

Crystalline Silica (Quartz, Cristobalite) is listed by IARC and NTP. Long term exposure to high levels of silica dust, which can occur only when sanding or abrading the dry film, may cause lung damage (silicosis) and possibly cancer.

TOXICOLOGY DATA

CAS No.	Ingredient Name			
64742-88-7	Mineral Spirits	LC50 RAT LD50 RAT	4HR	Not Available Not Available
64742-95-6	Light Aromatic Hydrocarbons	LC50 RAT LD50 RAT	4HR	Not Available Not Available
98-82-8	Cumene	LC50 RAT LD50 RAT	4HR	Not Available 1400 mg/kg
108-67-8	1,3,5-Trimethylbenzene	LC50 RAT LD50 RAT	4HR	Not Available Not Available
95-63-6	1,2,4-Trimethylbenzene	LC50 RAT LD50 RAT	4HR	Not Available Not Available
64742-94-5	Medium Aromatic Hydrocarbons	LC50 RAT LD50 RAT	4HR	Not Available Not Available
91-20-3	Naphthalene	LC50 RAT LD50 RAT	4HR	Not Available Not Available
101-68-8	4, 4'-Diphenylmethane Diisocyanate	LC50 RAT LD50 RAT	4HR	Not Available 2000 mg/kg
26447-40-5	Diphenylmethane Diisocyanate	LC50 RAT LD50 RAT	4HR	Not Available Not Available
9016-87-9	Diphenylmethane Diisocyanate Polymer	LC50 RAT LD50 RAT	4HR	Not Available Not Available
Proprietary	Toluene Diisocyanate Polymer	LC50 RAT LD50 RAT	4HR	Not Available Not Available
14808-60-7	Quartz	LC50 RAT LD50 RAT	4HR	Not Available Not Available

SECTION 12 — ECOLOGICAL INFORMATION

ECOTOXICOLOGICAL INFORMATION

No data available.

SECTION 13 — DISPOSAL CONSIDERATIONS

WASTE DISPOSAL METHOD

Waste from this product may be hazardous as defined under the Resource Conservation and Recovery Act (RCRA) 40 CFR 261.

Waste must be tested for ignitability to determine the applicable EPA hazardous waste numbers.

Incinerate in approved facility. Do not incinerate closed container. Dispose of in accordance with Federal, State/Provincial, and Local regulations regarding pollution.

SECTION 14 — TRANSPORT INFORMATION

Multi-modal shipping descriptions are provided for informational purposes and do not consider container sizes. The presence of a shipping description for a particular mode of transport (ocean, air, etc.), does not indicate that the product is packaged suitably for that mode of transport. All packaging must be reviewed for suitability prior to shipment, and compliance with the applicable regulations is the sole responsibility of the person offering the product for transport.

US Ground (DOT)

May be Classed as a Combustible Liquid for U.S. Ground.

UN1263, PAINT, 3, PG III, (ERG#128)

DOT (Dept of Transportation) Hazardous Substances & Reportable Quantities

Naphthalene 100 lb RQ

Xylenes (isomers and mixture) 100 lb RQ

Bulk Containers may be Shipped as (check reportable quantities):

UN1263, PAINT, COMBUSTIBLE LIQUID, PG III, (ERG#128)

Canada (TDG)

May be Classed as a Combustible Liquid for Canadian Ground.

UN1263, PAINT, CLASS 3, PG III, (ERG#128)

IMO

5 Liters (1.3 Gallons) and Less may be Shipped as Limited Quantity.
 UN1263, PAINT, CLASS 3, PG III, (41 C c.c.), EmS F-E, S-E, ADR (D/E)

IATA/CAO

UN1263, PAINT, 3, PG III

SECTION 15 — REGULATORY INFORMATION

SARA 313 (40 CFR 372.65C) SUPPLIER NOTIFICATION

CAS No.	CHEMICAL/COMPOUND	% by WT	% Element
98-82-8	Cumene	1	
95-63-6	1,2,4-Trimethylbenzene	8	
91-20-3	Naphthalene	0.3	
101-68-8	4, 4'-Diphenylmethane Diisocyanate	3	
9016-87-9	Diphenylmethane Diisocyanate Polymer	20	

CALIFORNIA PROPOSITION 65

WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

TSCA CERTIFICATION

All chemicals in this product are listed, or are exempt from listing, on the TSCA Inventory.

SECTION 16 — OTHER INFORMATION

This product has been classified in accordance with the hazard criteria of the Canadian Controlled Products Regulations (CPR) and the MSDS contains all of the information required by the CPR.

The above information pertains to this product as currently formulated, and is based on the information available at this time. Addition of reducers or other additives to this product may substantially alter the composition and hazards of the product. Since conditions of use are outside our control, we make no warranties, express or implied, and assume no liability in connection with any use of this information.

MATERIAL SAFETY DATA SHEET

B65W51
21 00

DATE OF PREPARATION
Jan 15, 2013

SECTION 1 — PRODUCT AND COMPANY IDENTIFICATION

PRODUCT NUMBER

B65W51

PRODUCT NAME

COROTHANE® I - HS Moisture Cure Urethane, Extra White/Tint Base

MANUFACTURER'S NAME

THE SHERWIN-WILLIAMS COMPANY
101 Prospect Avenue N.W.
Cleveland, OH 44115

Telephone Numbers and Websites

Product Information	(800) 524-5979 www.sherwin-williams.com
Regulatory Information	(216) 566-2902 www.paintdocs.com
Medical Emergency	(216) 566-2917
Transportation Emergency*	(800) 424-9300
*for Chemical Emergency ONLY (spill, leak, fire, exposure, or accident)	

SECTION 2 — COMPOSITION/INFORMATION ON INGREDIENTS

% by Weight	CAS Number	Ingredient	Units	Vapor Pressure
1.0	100-41-4	Ethylbenzene		
		ACGIH TLV	20 PPM	7.1 mm
		OSHA PEL	100 PPM	
		OSHA PEL	125 PPM STEL	
6	1330-20-7	Xylene		
		ACGIH TLV	100 PPM	5.9 mm
		ACGIH TLV	150 PPM STEL	
		OSHA PEL	100 PPM	
		OSHA PEL	150 PPM STEL	
1	108-10-1	Methyl Isobutyl Ketone		
		ACGIH TLV	50 PPM	16 mm
		ACGIH TLV	75 PPM STEL	
		OSHA PEL	50 PPM	
		OSHA PEL	75 PPM STEL	
7	110-43-0	Methyl n-Amyl Ketone		
		ACGIH TLV	50 PPM	3.855 mm
		OSHA PEL	100 PPM	
0.1	822-06-0	Hexamethylene Diisocyanate (max.)		
		ACGIH TLV	0.005 PPM	0.05 mm
		OSHA PEL	Not Available	
4	4083-64-1	p-Toluenesulfonyl Isocyanate		
		ACGIH TLV	Not Available	
		OSHA PEL	Not Available	
31	28182-81-2	Hexamethylene Diisocyanate Polymer		
		ACGIH TLV	Not Available	
		OSHA PEL	Not Available	
18	14808-60-7	Quartz		
		ACGIH TLV	0.025 mg/m3 as Resp. Dust	
		OSHA PEL	0.1 mg/m3 as Resp. Dust	
16	13463-67-7	Titanium Dioxide		
		ACGIH TLV	10 mg/m3 as Dust	
		OSHA PEL	10 mg/m3 Total Dust	
		OSHA PEL	5 mg/m3 Respirable Fraction	

SECTION 3 — HAZARDS IDENTIFICATION

ROUTES OF EXPOSURE

INHALATION of vapor or spray mist.

EYE or SKIN contact with the product, vapor or spray mist.

EFFECTS OF OVEREXPOSURE

EYES: Irritation.

SKIN: Prolonged or repeated exposure may cause irritation.

INHALATION: Irritation of the upper respiratory system.

May cause nervous system depression. Extreme overexposure may result in unconsciousness and possibly death.

Prolonged overexposure to hazardous ingredients in Section 2 may cause adverse chronic effects to the following organs or systems:

- the liver
- the urinary system
- the reproductive system

SIGNS AND SYMPTOMS OF OVEREXPOSURE

Headache, dizziness, nausea, and loss of coordination are indications of excessive exposure to vapors or spray mists.

Redness and itching or burning sensation may indicate eye or excessive skin exposure.

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE

May cause allergic respiratory and/or skin reaction in susceptible persons or sensitization. This effect may be delayed several hours after exposure.

Persons sensitive to isocyanates will experience increased allergic reaction on repeated exposure.

CANCER INFORMATION

For complete discussion of toxicology data refer to Section 11.

HMIS Codes

Health	3*
Flammability	2
Reactivity	2

SECTION 4 — FIRST AID MEASURES

EYES: Flush eyes with large amounts of water for 15 minutes. Get medical attention.

SKIN: Wash affected area thoroughly with soap and water.

If irritation persists or occurs later, get medical attention.

Remove contaminated clothing and launder before re-use.

INHALATION: If any breathing problems occur during use, **LEAVE THE AREA** and get fresh air. If problems remain or occur later, **IMMEDIATELY** get medical attention.

INGESTION: Do not induce vomiting. Get medical attention immediately.

SECTION 5 — FIRE FIGHTING MEASURES**FLASH POINT**

108 °F PMCC

LEL

1.0

UEL

7.9

FLAMMABILITY CLASSIFICATION

Combustible, Flash above 99 and below 200 °F

EXTINGUISHING MEDIA

Carbon Dioxide, Dry Chemical, Foam

UNUSUAL FIRE AND EXPLOSION HAZARDS

Closed containers may explode when exposed to extreme heat.

Application to hot surfaces requires special precautions.

During emergency conditions overexposure to decomposition products may cause a health hazard. Symptoms may not be immediately apparent. Obtain medical attention.

SPECIAL FIRE FIGHTING PROCEDURES

Full protective equipment including self-contained breathing apparatus should be used.

Water spray may be ineffective. If water is used, fog nozzles are preferable. Water may be used to cool closed containers to prevent pressure build-up and possible autoignition or explosion when exposed to extreme heat.

SECTION 6 — ACCIDENTAL RELEASE MEASURES**STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED**

Remove all sources of ignition. Ventilate the area.

All personnel in the area should be protected as in Section 8.

Cover spill with absorbent material. Deactivate spilled material with a 10% ammonium hydroxide solution (household ammonia). After 10 minutes, collect in open containers and add more ammonia. Cover loosely. Wash spill area with soap and water.

SECTION 7 — HANDLING AND STORAGE**STORAGE CATEGORY**

DOL Storage Class II

PRECAUTIONS TO BE TAKEN IN HANDLING AND STORAGE

Contents are COMBUSTIBLE. Keep away from heat and open flame.

Consult NFPA Code. Use approved Bonding and Grounding procedures.

Keep container closed when not in use. Transfer only to approved containers with complete and appropriate labeling. Do not take internally.

Keep out of the reach of children.

SECTION 8 — EXPOSURE CONTROLS/PERSONAL PROTECTION

PRECAUTIONS TO BE TAKEN IN USE

NO PERSON SHOULD USE THIS PRODUCT, OR BE IN THE AREA WHERE IT IS BEING USED, IF THEY HAVE CHRONIC (LONG-TERM) LUNG OR BREATHING PROBLEMS OR IF THEY EVER HAD A REACTION TO ISOCYANATES.

Use only with adequate ventilation.

Avoid contact with skin and eyes. Avoid breathing vapor and spray mist.

Wash hands after using.

This coating may contain materials classified as nuisance particulates (listed "as Dust" in Section 2) which may be present at hazardous levels only during sanding or abrading of the dried film. If no specific dusts are listed in Section 2, the applicable limits for nuisance dusts are ACGIH TLV 10 mg/m³ (total dust), 3 mg/m³ (respirable fraction), OSHA PEL 15 mg/m³ (total dust), 5 mg/m³ (respirable fraction).

VENTILATION

Local exhaust preferable. General exhaust acceptable if the exposure to materials in Section 2 is maintained below applicable exposure limits. Refer to OSHA Standards 1910.94, 1910.107, 1910.108.

RESPIRATORY PROTECTION

Where overspray is present, a positive pressure air supplied respirator (TC19C NIOSH/MSHA approved) should be worn. If unavailable, a properly fitted organic vapor/particulate respirator approved by NIOSH/MSHA for protection against materials in Section 2 may be effective. Follow respirator manufacturers directions for use. Wear the respirator for the whole time of spraying and until all vapors and mists are gone. **NO PERSONS SHOULD BE ALLOWED IN THE AREA WHERE THIS PRODUCT IS BEING USED UNLESS EQUIPPED WITH THE SAME RESPIRATOR PROTECTION RECOMMENDED FOR THE PAINTERS.**

When sanding or abrading the dried film, wear a dust/mist respirator approved by NIOSH/MSHA for dust which may be generated from this product, underlying paint, or the abrasive.

PROTECTIVE GLOVES

To prevent skin contact, wear gloves which are recommended by glove supplier for protection against materials in Section 2.

EYE PROTECTION

Wear safety spectacles with unperforated sideshields.

OTHER PROTECTIVE EQUIPMENT

Use barrier cream on exposed skin.

OTHER PRECAUTIONS

Intentional misuse by deliberately concentrating and inhaling the contents can be harmful or fatal.

SECTION 9 — PHYSICAL AND CHEMICAL PROPERTIES

PRODUCT WEIGHT	11.23 lb/gal	1345 g/l
SPECIFIC GRAVITY	1.35	
BOILING POINT	237 - 308 °F	113 - 153 °C
MELTING POINT	Not Available	
VOLATILE VOLUME	33%	
EVAPORATION RATE	Slower than ether	
VAPOR DENSITY	Heavier than air	
SOLUBILITY IN WATER	Not Available	
VOLATILE ORGANIC COMPOUNDS (VOC Theoretical - As Packaged)		
2.34 lb/gal	281 g/l	Less Water and Federally Exempt Solvents
2.34 lb/gal	281 g/l	Emitted VOC

SECTION 10 — STABILITY AND REACTIVITY

STABILITY — Stable

CONDITIONS TO AVOID

None known.

INCOMPATIBILITY

Contamination with Water, Alcohols, Amines and other compounds which react with isocyanates, may result in dangerous pressure in, and possible bursting of, closed containers.

HAZARDOUS DECOMPOSITION PRODUCTS

By fire: Carbon Dioxide, Carbon Monoxide, Oxides of Nitrogen, possibility of Hydrogen Cyanide

HAZARDOUS POLYMERIZATION

Will not occur

SECTION 11 — TOXICOLOGICAL INFORMATION

CHRONIC HEALTH HAZARDS

Reports have associated repeated and prolonged overexposure to solvents with permanent brain and nervous system damage.

Ethylbenzene is classified by IARC as possibly carcinogenic to humans (2B) based on inadequate evidence in humans and sufficient evidence in laboratory animals. Lifetime inhalation exposure of rats and mice to high ethylbenzene concentrations resulted in increases in certain types of cancer, including kidney tumors in rats and lung and liver tumors in mice. These effects were not observed in animals exposed to lower concentrations. There is no evidence that ethylbenzene causes cancer in humans.

Crystalline Silica (Quartz, Cristobalite) is listed by IARC and NTP. Long term exposure to high levels of silica dust, which can occur only when sanding or abrading the dry film, may cause lung damage (silicosis) and possibly cancer.

IARC's Monograph No. 93 reports there is sufficient evidence of carcinogenicity in experimental rats exposed to titanium dioxide but inadequate evidence for carcinogenicity in humans and has assigned a Group 2B rating. In addition, the IARC summary concludes, "No significant exposure to titanium dioxide is thought to occur during the use of products in which titanium is bound to other materials, such as paint."

TOXICOLOGY DATA

CAS No.	Ingredient Name			
100-41-4	Ethylbenzene	LC50 RAT LD50 RAT	4HR	Not Available 3500 mg/kg
1330-20-7	Xylene	LC50 RAT LD50 RAT	4HR	5000 ppm 4300 mg/kg
108-10-1	Methyl Isobutyl Ketone	LC50 RAT LD50 RAT	4HR	Not Available 2080 mg/kg
110-43-0	Methyl n-Amyl Ketone	LC50 RAT LD50 RAT	4HR	Not Available 1670 mg/kg
822-06-0	Hexamethylene Diisocyanate (max.)	LC50 RAT LD50 RAT	4HR	Not Available 738 mg/kg
4083-34-1	p-Toluenesulfonyl Isocyanate	LC50 RAT LD50 RAT	4HR	Not Available Not Available
28182-81-2	Hexamethylene Diisocyanate Polymer	LC50 RAT LD50 RAT	4HR	Not Available Not Available
14808-60-7	Quartz	LC50 RAT LD50 RAT	4HR	Not Available Not Available
13463-67-7	Titanium Dioxide	LC50 RAT LD50 RAT	4HR	Not Available Not Available

SECTION 12 — ECOLOGICAL INFORMATION

ECOTOXICOLOGICAL INFORMATION

No data available.

SECTION 13 — DISPOSAL CONSIDERATIONS

WASTE DISPOSAL METHOD

Waste from this product may be hazardous as defined under the Resource Conservation and Recovery Act (RCRA) 40 CFR 261.

Waste must be tested for ignitability to determine the applicable EPA hazardous waste numbers.

Incinerate in approved facility. Do not incinerate closed container. Dispose of in accordance with Federal, State/Provincial, and Local regulations regarding pollution.

SECTION 14 — TRANSPORT INFORMATION

Multi-modal shipping descriptions are provided for informational purposes and do not consider container sizes. The presence of a shipping description for a particular mode of transport (ocean, air, etc.), does not indicate that the product is packaged suitably for that mode of transport. All packaging must be reviewed for suitability prior to shipment, and compliance with the applicable regulations is the sole responsibility of the person offering the product for transport.

US Ground (DOT)

May be Classed as a Combustible Liquid for U.S. Ground.

UN1263, PAINT, 3, PG III, (ERG#128)

DOT (Dept of Transportation) Hazardous Substances & Reportable Quantities

Xylenes (isomers and mixture) 100 lb RQ

Bulk Containers may be Shipped as (check reportable quantities):

RQ, UN1263, PAINT, 3, PG III, (XYLENES (ISOMERS AND MIXTURE)), (ERG#128)

Canada (TDG)

May be Classed as a Combustible Liquid for Canadian Ground.

UN1263, PAINT, CLASS 3, PG III, (ERG#128)

IMO

5 Liters (1.3 Gallons) and Less may be Shipped as Limited Quantity.

UN1263, PAINT, CLASS 3, PG III, (42 C c.c.), EmS F-E, S-E, ADR (D/E)

IATA/ICAO

UN1263, PAINT, 3, PG III

SECTION 15 — REGULATORY INFORMATION**SARA 313 (40 CFR 372.65C) SUPPLIER NOTIFICATION**

CAS No.	CHEMICAL/COMPOUND	% by WT	% Element
100-41-4	Ethylbenzene	0.9	
1330-20-7	Xylene	6	
108-10-1	Methyl Isobutyl Ketone	1	

CALIFORNIA PROPOSITION 65

WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

TSCA CERTIFICATION

All chemicals in this product are listed, or are exempt from listing, on the TSCA Inventory.

SECTION 16 — OTHER INFORMATION

This product has been classified in accordance with the hazard criteria of the Canadian Controlled Products Regulations (CPR) and the MSDS contains all of the information required by the CPR.

The above information pertains to this product as currently formulated, and is based on the information available at this time. Addition of reducers or other additives to this product may substantially alter the composition and hazards of the product. Since conditions of use are outside our control, we make no warranties, express or implied, and assume no liability in connection with any use of this information.