

ATTACHEMENT 1 – SAMPLE CONTRACT

Contract Number: SCSU-2021-009537

P.O. Number: [[PO Number]]

**STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
ST. CLOUD STATE UNIVERSITY**

**MAINTENANCE/SERVICE MASTER CONTRACT
[NOT BUILDING CONSTRUCTION OR REMODELING]**

THIS CONTRACT, and amendments and supplements thereto, is between the State of Minnesota, acting through its **Board of Trustees of the Minnesota State Colleges and Universities**, on behalf of ST. CLOUD STATE UNIVERSITY (hereinafter “MINNESOTA STATE”), and [[NAME (PRIMARY SECOND PARTY)]], [[STREET LINE 1 (PRIMARY SECOND PARTY)]], [[CITY/TOWN (PRIMARY SECOND PARTY)]], [[STATE/PROVINCE (PRIMARY SECOND PARTY)]], [[POSTAL CODE (PRIMARY SECOND PARTY)]], an independent contractor, not an employee of the State of Minnesota (hereinafter “CONTRACTOR”).

WHEREAS, MINNESOTA STATE, pursuant to Minnesota Statutes Chapter 136F, is empowered to procure from time to time certain services; and

WHEREAS, MINNESOTA STATE is in need of maintenance or services that are not related to building or facilities construction or remodeling; and

WHEREAS, the CONTRACTOR represents it is duly qualified and willing to perform the services set forth in this contract; and

WHEREAS, the CONTRACTOR represents that he / she is not a current state employee, and

WHEREAS, the CONTRACTOR represents that he / she has not received an early separation incentive under Minnesota State Colleges and Universities Board Policy 4.11, Board Early Separation Incentive Program (BESI), during the one year post-separation period prior to the effective date of this contract.

NOW, THEREFORE, it is agreed:

1. **TERM OF CONTRACT.** This contract shall be effective on January 1, 2021 **or upon the date the final required signature is obtained by MINNESOTA STATE, whichever occurs later**, and shall remain in effect until December 31, 2026 or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. **The CONTRACTOR understands that no work should begin under this contract until all required signatures have been obtained and the CONTRACTOR is notified by MINNESOTA STATE’s authorized representative that it may begin work.** The term of any work authorization issued under this Maintenance/Service Master Contract may not extend beyond the expiration of this Master Contract.
2. **CONTRACTOR’S DUTIES AND SCOPE OF WORK.**
 - a. The CONTRACTOR may be requested by MINNESOTA STATE to perform any of the following services under individual work authorizations:

[[Contractor's Duties]] concrete maintenance, repair, and replacement in accordance with ADDENDUM 1 – ADDITIONAL TERMS AND CONDITIONS unless otherwise agreed upon by both parties. MINNESOTA STATE will request an itemized quote from CONTRACTOR and will issue a detailed and itemized work authorization prior to the start of any work. An example of a work authorization will be included as ADDENDUM 2 – WORK AUTHORIZATION EXAMPLE.

A complete detailed description of required work will be furnished in each work authorization issued. Work authorizations issued to CONTRACTOR are incorporated as part of this Master Contract. Any work authorization or other notice to begin work must include prevailing wage requirements within the document, if applicable. You **must** check with the [DEPARTMENT OF LABOR AND INDUSTRY to include the prevailing wage rates, prevailing hours of labor, and hourly basic rates of pay for all trades and occupations required for any project, and, if applicable, include in any work authorization prior to authorizing a contractor to begin work.](#)

- b. CONTRACTOR understands that only upon receipt of a work authorization shall CONTRACTOR begin work under this Master Contract. Any and all effort, expenses, or actions taken before the work authorization is issued is not authorized under Minnesota Statutes and is undertaken at the sole responsibility and expense of CONTRACTOR.
- c. CONTRACTOR shall comply with all time requirements described in a work authorization. In the performance of work pursuant to this Contract, time is of the essence.
- d. CONTRACTOR understands that this Master Contract is not a guarantee of a work authorization. MINNESOTA STATE has determined that it might have need for the services under this Master Contract, but MINNESOTA STATE does not commit to issuing a work authorization or spending any money with CONTRACTOR.
- e. CONTRACTOR and all of its Subcontractor(s) shall comply with the Labor Standards and Wages requirements of Minnesota Statutes Chapter 177 as applicable. You **must** check with the [DEPARTMENT OF LABOR AND INDUSTRY to include the prevailing wage rates, prevailing hours of labor, and hourly basic rates of pay for all trades and occupations required for any project, and, if applicable, include in any work authorization prior to authorizing a contractor to begin work.](#)
- f. Minnesota Statutes Section 177.43, Subd. 3, requires the collection of payroll information, as further described below, for all Contracts or work under a work authorization, unless:
 - the estimated total cost of completing the project is less than \$2,500 and only one trade or occupation is required to complete it, or
 - the estimated total cost of completing the project is less than \$25,000 and more than one trade or occupation is required to complete it.
 - i. Pursuant to Minnesota Statutes 177.41 to 177.44 and corresponding Rules 5200.1000 to 5200.1120, this project contract is subject to the prevailing wages as established by the Minnesota Department of Labor and Industry. Specifically, all contractors and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties.

For more information regarding prevailing wage and its application, contact:

Minnesota Department of Labor and Industry

Prevailing Wage unit

443 Lafayette Road N

St. Paul, MN 55155

Phone: (651) 284-5091

E-mail: dli.prevwage@state.mn.us

Web: www.dli.mn.gov

- ii. The Contractor shall review the applicable Prevailing Wage Rate Requirements to determine the applicable prevailing wage rates, prevailing hours of labor, and hourly basic rates of pay that are applicable to this project contract. A copy of the applicable Prevailing Wage Rate Determination Schedule, as published by Minnesota Department of Labor and Industry, can be found at the DOLI website for commercial construction at <https://www.dli.mn.gov/business/employment-practices/prevailing-wage-commercial-rates>. The prevailing wage rates, prevailing hours of labor, and hourly basic rates of pay for all trades and occupations required in any project must be ascertained before the state asks for bids.
- iii. Hours of labor
Pursuant to Minnesota Statutes 177.43:
 - (1) no laborer or mechanic employed directly on the project work site by the contractor or any subcontractor, agent, or other person doing or contracting to do all or a part of the work of the project, is permitted or required to work more hours than the prevailing hours of labor unless paid for all hours in excess of the prevailing hours at a rate of at least 1-1/2 times the hourly basic rate of pay; and
 - (2) a laborer or mechanic may not be paid a lesser rate of wages than the prevailing wage rate in the same or most similar trade or occupation in the area.

Exceptions

This requirement does not apply to wage rates and hours of employment of laborers or mechanics who process or manufacture materials or products or to the delivery of materials or products by or for commercial establishments which have a fixed place of business from which they regularly supply processed or manufactured materials or products. This section applies to laborers or mechanics who deliver mineral aggregate such as sand, gravel, or stone which is incorporated into the work under the contract by depositing the material substantially in place, directly or through spreaders, from the transporting vehicle.

Posting

The prevailing wage rates, prevailing hours of labor, and hourly basic rates of pay for all trades and occupations required in any project must be ascertained before the state asks for bids. Each contractor and subcontractor performing work on a public project shall keep the information posted on the project in at least one conspicuous place for the information of the employees working on the project.

Penalty

It is a misdemeanor for an officer or employee of the state to execute a contract for a project without complying with this section, or for a contractor, subcontractor, or agent to pay any laborer, worker, or mechanic employed directly on the project site a lesser wage for work done under the contract than the prevailing wage rate as stated in the contract. This misdemeanor is punishable by a fine of not more than \$700, or imprisonment for not more than 90 days, or both. Each agent or subcontractor shall furnish to the contractor evidence of compliance with this section. Each day a violation of this section continues is a separate offense.

Examination of records; investigation

The Department of Labor and Industry shall enforce this section. The department may demand, and the contractor and subcontractor shall furnish to the department, copies of any or all payrolls. The department may examine all records relating to wages paid laborers or mechanics on work to which sections 177.41 to 177.44 apply.

The Contractor and subcontractors shall comply with Minnesota Statutes 177.41-.44. To facilitate compliance pursuant to the Statute, wage determinations (prevailing wages) were prepared for different trades for each county from which labor for said project would be secured and are included and published in the Contract Specifications. Any wage determinations that are found not to be so promulgated do not relieve the Contractor from any responsibility for paying the prevailing wage rate of the trade in question. Additional classifications may develop between certifications by the Minnesota Department of Labor and Industry. Therefore, no inference may be drawn from the omission of a classification which has local usage.

Prevailing wage violations

Upon issuing a compliance order to an employer pursuant to section 177.27, subdivision 4, for violation of sections 177.41 to 177.44, the commissioner shall issue a withholding order to the contracting authority ordering the contracting authority to withhold payment of sufficient sum to the prime or general contractor on the project to satisfy the back wages assessed or otherwise cure the violation, and the contracting authority must withhold the sum ordered until the compliance order has become a final order of the commissioner and has been fully paid or otherwise resolved by the employer.

During an investigation of a violation of sections 177.41 to 177.44 which the commissioner reasonably determines is likely to result in the finding of a violation of sections 177.41 to 177.44 and the issuance of a compliance order pursuant to section 177.27, subdivision 4, the commissioner may notify the contracting authority of the determination and the amount expected to be assessed and the contracting authority shall give the commissioner 90 days' prior notice of the date the contracting authority intends to make final payment.

- iv. Pursuant to Minnesota Statutes Section 177.43, Subd. 3, all contractors and subcontractors shall submit to the Owner's contracting entity copies of payrolls that contain all the data required by Minnesota Statutes §177.30. Contractors and subcontractors shall use Form MnSCU073 for this purpose.
- v. Keeping Records; Penalty:

1. every employer subject to Minnesota Statutes Section 177.21 to 177.44 must make and keep a record of:
 - a. the name, address, and occupation of each employee;
 - b. the rate of pay, and the amount paid each pay period to each employee;
 - c. the hours worked each day and each workweek by the employee;
 - d. for each employer subject to sections 177.41 to 177.44, and while performing work on public works projects funded in whole or in part with state funds, the employer shall furnish under oath signed by an owner or officer of an employer to the contracting authority and the project owner every two weeks, a certified payroll report with respect to the wages and benefits paid each employee during the preceding weeks specifying for each employee: name; identifying number; prevailing wage master job classification; hours worked each day; total hours; rate of pay; gross amount earned; each deduction for taxes; total deductions; net pay for week; dollars contributed per hour for each benefit, including name and address of administrator; benefit account number; and telephone number for health and welfare, vacation or holiday, apprenticeship training, pension, and other benefit programs; and
 - e. other information the commissioner finds necessary and appropriate to enforce sections 177.21 to 177.435. The records must be kept for three years in or near the premises where an employee works except each employer subject to sections 177.41 to 177.44, and while performing work on public works projects funded in whole or in part with state funds, the records must be kept for three years after the contracting authority has made final payment on the public works project.
2. The commissioner may fine an employer up to \$1,000 for each failure to maintain records as required by this section. This penalty is in addition to any penalties provided under section 177.32, subdivision 1. In determining the amount of a civil penalty under this subdivision, the appropriateness of such penalty to the size of the employer's business and the gravity of the violation shall be considered.

3. **CONSIDERATION AND TERMS OF PAYMENT.**

- a. Consideration for all services performed and goods or materials supplied by the CONTRACTOR for all work authorizations issued pursuant to this Master Contract shall be paid by MINNESOTA STATE as follows:
 - i. Compensation as outlined in Exhibit 1 - Basis of Compensation - Unit Rates (as provided with the response to the RFQ) unless otherwise agreed upon by both parties. Work Authorizations issued under this contract shall not exceed Seventy Five Thousand and 00/100 Dollars (\$75,000.00). If work occurs outside of a normal 8 hour work day, which includes time over 8 hours per day, over 40 hours per week, or is completed on Saturday, Sunday, or State of Minnesota Holiday's the Contractor may bill for Over Time (OT). The Contractor will not work any OT unless it is requested and approved by Minnesota State and is included within the Work Authorization. The rate of OT pay must be agreed upon by both parties and will be defined within the Work Authorization.

ii. The **total obligation** of MINNESOTA STATE for all compensation and reimbursement to the CONTRACTOR shall not exceed Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00).

iii. Check one box below as applicable.

Funds are encumbered on this contract and the encumbered amount is \$__-
_____.

No funds are encumbered at this time and payment will be certified by purchase order. **[IF THIS BOX IS CHECKED, WRITE "NOT APPLICABLE" IN THE ENCUMBRANCE SIGNATURE BLOCK.]**

b. Terms of Payment.

i. Payment shall be made by MINNESOTA STATE promptly after the CONTRACTOR'S presentation of invoices for services performed and acceptance of such services by MINNESOTA STATE's authorized representative. All services provided by the CONTRACTOR under work authorizations issued pursuant to this Master Contract shall be performed to the satisfaction of MINNESOTA STATE, as determined at the sole discretion of its authorized representative, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The CONTRACTOR shall not receive payment for work found by MINNESOTA STATE to be unsatisfactory or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation. Invoices shall be presented by CONTRACTOR according to the following schedule:

1. **[USE TERMS OR PHRASES SUCH AS WEEKLY, MONTHLY OR WITHIN CALENDAR DAYS FOLLOWING COMPLETION OF SERVICES OR IF THERE ARE SPECIFIC DELIVERABLES, PHASES, TASKS, LIST HOW MUCH WILL BE PAID FOR EACH.]**

2. Retainage. No more than ninety percent (90%) of the amount due will be paid by MINNESOTA STATE until all the services under this Contract or applicable work authorization have been reviewed by MINNESOTA STATE's authorized representative. The balance due will be paid when MINNESOTA STATE's authorized representative determines that CONTRACTOR has satisfactorily fulfilled all the terms of the Contract or applicable work authorization.

ii. Nonresident Aliens. Pursuant to 26 U.S.C. § 1441, MINNESOTA STATE is required to withhold certain federal income taxes on the gross compensation paid to nonresident aliens, as defined by Internal Revenue Code § 7701(b). MINNESOTA STATE will withhold all required taxes unless and until CONTRACTOR submits documentation required by the Internal Revenue Service indicating that CONTRACTOR is a resident of a country with tax treaty benefits. MINNESOTA STATE makes no representations regarding whether or to what extent tax treaty benefits are available to CONTRACTOR. To the extent that MINNESOTA STATE does not withhold these taxes for any reason, CONTRACTOR agrees to indemnify and hold MINNESOTA STATE harmless for any taxes owed and any interest or penalties assessed.

4. **AUTHORIZED REPRESENTATIVES.** All official notifications, including but not limited to work authorizations, purchase orders, or cancellation of this Master Contract must be sent to the other party's authorized representative.

a. MINNESOTA STATE's authorized representative for the purpose of administration of this Master Contract is:

Name: [[Contact Name (* St. Cloud State University)]]

Address: 720 4th Avenue S, St Cloud, Minnesota, 56301-4498

Telephone: [[Contact Phone Number (* St. Cloud State University)]]

E-Mail: [[Contact E-mail (* St. Cloud State University)]]

Such representative shall have final authority for acceptance of the CONTRACTOR'S services and, if such services are accepted as satisfactory, shall so certify on each invoice presented pursuant to Clause III, paragraph B.

b. The CONTRACTOR'S authorized representative for the purpose of administration of this Master Contract is:

Name: [[Contact Name (Primary Second Party Contact)]]

Address: [[Street Line 1 (Primary Second Party)]], [[City/Town (Primary Second Party)]], [[State/Province (Primary Second Party)]], [[Postal Code (Primary Second Party)]]

Telephone: [[Contact Phone Number (Primary Second Party Contact)]]

E-Mail: [[Contact E-mail (Primary Second Party Contact)]]

5. **CANCELLATION AND TERMINATION.**

a. This Master Contract may be canceled by MINNESOTA STATE at any time, with or without cause, upon thirty (30) days written notice to the CONTRACTOR. In the event of such a cancellation, the CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

b. Termination for Insufficient Funding. MINNESOTA STATE may immediately terminate this Master Contract, if it does not obtain funding from the Minnesota Legislature or other funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the services covered in this Master Contract. Termination must be by written or fax notice to the CONTRACTOR within a reasonable time of MINNESOTA STATE receiving notice that sufficient funding is not available. MINNESOTA STATE is not obligated to pay for any services that are provided after notice and effective date of termination. However, the CONTRACTOR will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed to the extent that funds are available. MINNESOTA STATE will not be assessed any penalty if the Master Contract is terminated because of the decision of the Minnesota Legislature or other funding source not to appropriate funds.

6. **ASSIGNMENT.** The CONTRACTOR shall neither assign nor transfer any rights or obligations under this Master Contract without the prior written consent of MINNESOTA STATE.

7. **LIABILITY.** The CONTRACTOR shall indemnify, save, and hold MINNESOTA STATE, its representatives and employees harmless from any and all claims or causes of action, including all attorneys' fees

incurred by MINNESOTA STATE, arising from the performance of this Master Contract, by the CONTRACTOR or CONTRACTOR'S agents or employees. This clause shall not be construed to bar any legal remedies the CONTRACTOR may have for MINNESOTA STATE'S failure to fulfill its obligations pursuant to this Master Contract.

8. **WORKERS' COMPENSATION.** The CONTRACTOR certifies it is in compliance with Minnesota Statutes § 176.181, subd. 2 pertaining to workers' compensation insurance coverage. The CONTRACTOR'S employees and agents will not be considered MINNESOTA STATE employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way MINNESOTA STATE'S obligation or responsibility.
9. **MINNESOTA STATUTE §181.59.** The Contractor will comply with the provisions of Minnesota Statute §181.59 which require:

Every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees: (1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason or race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) that a violation of this section is a misdemeanor; and (4) that this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

10. **DATA DISCLOSURE.**
 - a. As a condition of this contract, CONTRACTOR is required by Minn. Stat. §270C.65 to provide a social security number, a federal tax identification number or Minnesota tax identification number. This information may be used in the enforcement of federal and state tax laws. These numbers will be available to federal and state tax authorities and state personnel involved in approving the contract and the payment of state obligations. Supplying these numbers could result in action to require CONTRACTOR to file state tax returns and pay delinquent state tax liabilities. This contract will not be approved unless these numbers are provided.
 - b. Independent Contractors. Minn. Stat. §256.998 requires MINNESOTA STATE to report the name, address and social security number of independent contractors to the New Hire Reporting Center of the Minnesota Department of Human Services unless this Contract is for less than two months in duration with gross earnings of less than \$250.00 per month. This information may be used by state or local child support enforcement authorities in the enforcement of state and federal child support laws.
11. **GOVERNMENT DATA PRACTICES ACT.** The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The CONTRACTOR and MINNESOTA STATE must comply with the Minnesota

Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MINNESOTA STATE in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the CONTRACTOR in accordance with this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the CONTRACTOR or MINNESOTA STATE.

In the event the CONTRACTOR receives a request to release the data referred to in this clause, the CONTRACTOR must immediately notify MINNESOTA STATE. MINNESOTA STATE will give the CONTRACTOR instructions concerning the release of the data to the requesting party before the data is released.

12. **INTELLECTUAL PROPERTY.** The CONTRACTOR represents and warrants that any materials, plans, specifications, documents, software or intellectual property of any kind produced or used under this contract (“MATERIALS”) do not and will not infringe upon any intellectual property rights of another, including, but not limited to, patents, copyrights, trade secrets, trade names, and service marks and names. The CONTRACTOR shall indemnify and defend, to the extent permitted by the Attorney General, MINNESOTA STATE at the CONTRACTOR’S expense from any action or claim brought against MINNESOTA STATE to the extent that it is based on a claim that all or part of the MATERIALS infringe upon the intellectual property rights of another. The CONTRACTOR shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including, but not limited to, reasonable attorney fees arising out of this contract, amendments and supplements thereto, which are attributable to such claims or actions.

If such a claim or action arises, or in the CONTRACTOR’S or MINNESOTA STATE’S opinion is likely to arise, the CONTRACTOR shall, at MINNESOTA STATE’S discretion, either procure for MINNESOTA STATE the right or license to continue using the MATERIALS at issue or replace or modify the allegedly infringing MATERIALS. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

13. **ANTITRUST.** The CONTRACTOR hereby assigns to the State of Minnesota any and all claims for overcharges as to goods or services provided in connection with this Master Contract resulting from antitrust violations which arise under the antitrust laws of the United States or the antitrust laws of the State of Minnesota.
14. **JURISDICTION AND VENUE.** This Master Contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this Master Contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
15. **AMENDMENTS.** Any amendments to this Master Contract shall be in writing and shall be executed by the same parties who executed the original contract, or their successors in office.
16. **STATE AUDITS.** The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this Master Contract shall be subject to examination by MINNESOTA STATE and the Legislative Auditor for a minimum of six (6) years from the end of the contract.

17. **SURVIVAL OF TERMS.** The following clauses survive the expiration, cancellation or termination of this contract: 7. Liability; 10., Data Disclosure; 11., Government Data Practices Act; 12., Intellectual Property; 14., Jurisdiction and Venue; and 16., State Audits.

18. **FORCE MAJEURE.** No party to this Contract shall be responsible for any delays or failure to perform any obligation under this Contract due to acts of God, strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure, the parties' duty to perform obligations shall be suspended.

19. **INSURANCE.**

a. CONTRACTOR shall submit an *ACORD* Certificate of Insurance to MINNESOTA STATE's authorized representative prior to execution of the Master Contract.

b. CONTRACTOR shall maintain and furnish satisfactory evidence of the following:

i. **Workers' Compensation Insurance.** CONTRACTOR shall provide workers' compensation insurance for all its employees and, in case any work is subcontracted, CONTRACTOR shall require the subcontractor to provide workers' compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability, at limits not less than \$100,000.00 bodily injury by disease per employee, \$500,000.00 bodily injury by disease aggregate, and \$100,000.00 bodily injury by accident.

ii. **Commercial General Liability.** CONTRACTOR shall maintain a comprehensive commercial general liability insurance (CGL) policy protecting it from bodily injury claims and property damage claims which may arise from operations under the Master Contract whether the operations are by CONTRACTOR or by a subcontractor or by anyone directly or indirectly employed under the Master Contract. The minimum insurance amounts will be:

\$2,000,000.00 per occurrence

\$2,000,000.00 annual aggregate applying per project or location

\$2,000,000.00 annual aggregate applying to Products/Completed Operations

In addition, the following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage

Personal Injury and Advertising Injury

Products and Completed Operations Liability

Contractual Liability as provided in Insurance Services Office (ISO) form CG 00 01 04 13 or its equivalent

Pollution Exclusion with standard exception as per Insurance Services Office (ISO)

Commercial General Liability Coverage Form – CG 00 01 04 13 or its equivalent

Independent Contractors (let or sublet work)

Waiver of Subrogation in favor of MINNESOTA STATE

Coverage will not contain any restrictive endorsement(s) excluding or limiting Broad Form Property Damage (BFPD) or Explosion, Collapse, Underground (XCU)

Name the following as Additional Insureds, to the extent permitted by law:

The Board of Trustees of the Minnesota State Colleges and Universities and its officers and members, to include the Project's College or University, the State of Minnesota, officers and employees of the State of Minnesota, the Architect and its agents as additional named insured, to the extent permitted by law, for claims arising out of the Contractor's negligence or the negligence of those for whom the Contractor is responsible for both ongoing and completed operations.

- iii. Commercial Automobile Liability. CONTRACTOR shall maintain insurance protecting it from bodily injury claims and property damage claims resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations of vehicles under the Master Contract, and in case any work is subcontracted the CONTRACTOR will require the subcontractors to maintain Commercial Automobile Liability insurance. The minimum insurance amounts will be:

\$2,000,000.00 per occurrence Combined Single Limit (CSL) for bodily injury and property damage

In addition, the following coverage shall be included:

Owned, Hired, and Non-owned

c. Additional Insurance Conditions:

- CONTRACTOR'S policy(ies) shall be primary insurance to any other valid and collectible insurance available to MINNESOTA STATE with respect to any claim arising out of CONTRACTOR'S performance under this Master Contract:
- If CONTRACTOR receives a cancellation notice from an insurance carrier affording coverage herein, CONTRACTOR agrees to notify MINNESOTA STATE within five (5) business days with a copy of the cancellation notice unless CONTRACTOR'S policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to MINNESOTA STATE.
- CONTRACTOR is responsible for payment of Master Contract related insurance premiums and deductibles;
- CONTRACTOR'S policy(ies) shall include legal defense fees in addition to its liability policy limits;
- The insurance policies will be issued by a company or companies having an "A.M. Best Company" financial strength rating of A- (Excellent) or better and authorized to do business in the State of Minnesota prior to execution of the Master Contract.
- An Umbrella or Excess Liability insurance policy may be used to supplement the CONTRACTOR'S policy limits to satisfy the full policy limits required by the Master Contract.

- d. MINNESOTA STATE reserves the right to immediately terminate this Master Contract if CONTRACTOR is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against CONTRACTOR. All insurance policies must be available for inspection by MINNESOTA STATE and copies of policies must be submitted to MINNESOTA STATE's authorized representative upon written request.

20. AFFIRMATIVE ACTION REQUIREMENTS FOR CONTRACTS IN EXCESS OF \$100,000.00 AND THE CONTRACTOR HAS MORE THAN 40 FULL-TIME EMPLOYEES IN MINNESOTA OR ITS PRINCIPAL PLACE OF BUSINESS.

MINNESOTA STATE intends to carry out its responsibility for requiring affirmative action by its CONTRACTORS.

- a. Covered Contracts and Contractors. If the contract exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00) and the contractor employed more than forty (40) full-time employees on a single working day during the previous twelve (12) months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minnesota Statute §363A.36 and Minnesota R. Parts 5000.3400-5000.3600. A CONTRACTOR covered by Minnesota Statute §363A.36 because it employed more than forty (40) full-time employees in another state and the CONTRACTOR does not have a Certificate of Compliance, said CONTRACTOR must certify that it is in compliance with federal affirmative action requirements.
- b. Minnesota Statute §363A.36. Minnesota Statute §363A.36 requires CONTRACTOR to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights (hereinafter COMMISSIONER) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- c. Minnesota R. 5000.3400-5000.3600.
 - i. General. Minnesota R. 5000.3400-5000.3600 implement Minnesota Statute §363A.36. These rules include, but are not limited to: criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minnesota R. 5000.3400-5000.3600, including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
 - ii. Disabled Workers. The Contractor must comply with the following affirmative action requirements for disabled workers.
 1. The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

2. The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 3. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statute §363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 4. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
 5. The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Minnesota Statute §363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- iii. Consequences. The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the COMMISSIONER, refusal by the COMMISSIONER to approve subsequent plans, and termination of all or part of this contract by the COMMISSIONER or MINNESOTA STATE.
 - iv. Certification. The Contractor hereby certifies it is in compliance with the requirements of Minnesota Statutes § 363A.36 and Minnesota R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

21. EQUAL PAY CERTIFICATION REQUIREMENTS FOR CONTRACTS IN EXCESS OF \$500,000.00 AND THE CONTRACTOR HAS MORE THAN 40 FULL-TIME EMPLOYEES IN MINNESOTA OR ITS PRIMARY PLACE OF BUSINESS.

MINNESOTA STATE intends to carry out its responsibility for requiring equal pay by its CONTRACTORS.

- a. Covered Contracts and Contractors. If the amount of this contract is in excess of \$500,000.00 and the CONTRACTOR has 40 or more full-time employees in Minnesota or a state where the business has its primary place of business on a single day during the prior 12 months, the CONTRACTOR must comply with the requirements of Minnesota Statutes §363A.44 prior to contract execution. CONTRACTOR must obtain an Equal Pay Certificate from the Minnesota Department of Human Rights (MDHR) or claim an exemption prior to CONTRACT execution. CONTRACTOR is exempt if it has not employed more than 40 full-time employees on any single working day in one state during the previous 12 months. A certificate is valid for four years.

- i. Consequences. The consequences for the CONTRACTOR'S failure to secure and comply with Minnesota Statutes §363A.44 or make a good faith effort to do so, include but are not limited to, suspension or revocation of a certificate of Compliance by the COMMISSIONER, and termination of all or part of this contract by the COMMISSIONER or MINNESOTA STATE.
- ii. Certification. The CONTRACTOR hereby certifies it is in compliance with the requirements of Minnesota Statutes §363A.44 and applicable rules and regulations and is aware of the consequences for noncompliance.

22. **OTHER PROVISIONS.** ADDENDUM 1 – CONTRACTOR'S DUTIES AND SPECIFICATIONS

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IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

1. CONTRACTOR: **[[NAME (PRIMARY SECOND PARTY)]]**

CONTRACTOR certifies that the appropriate person(s) have executed the contract on behalf of CONTRACTOR as required by applicable articles, by-laws, resolutions, or ordinances.

By (authorized signature and printed name)
Title
Date

By (authorized signature and printed name)
Title
Date

2. VERIFIED AS TO ENCUMBRANCE:

Employee certifies that funds have been encumbered as required by Minnesota Statute §16A.15.

By (authorized signature and printed name)
Title
Date

3. MINNESOTA STATE COLLEGES AND UNIVERSITIES

ST. CLOUD STATE UNIVERSITY:

By (authorized signature and printed name)
Title
Date

4. AS TO FORM AND EXECUTION:

By (authorized signature and printed name)
Title
Date

ADDENDUM 1 – CONTRACOR’S DUTIES AND SPECIFICATIONS

Permits. The Contractor is responsible for obtaining all necessary permits, plan reviews, and inspections required for the work. Permits and Plan Reviews required by local authorities or the Owner shall be secured and paid for by the Contractor. The Contractor will be reimbursed for the actual cost of such permits or plan reviews if the cost is itemized on the invoice. The Contractor must provide evidence of the permit and must attach it to the invoice.

Response Time. Upon receipt of an Order, the Contractor shall contact the Owner where work is to be performed within seven (7) calendar days to acknowledge the receipt of the Order and to schedule work to start as directed by the Owner. Once the project is started, work is to proceed on a continuous basis. Interruptions in finishing a project must be approved by the Owner.

Delays. The Contractor shall notify the Owner immediately of any prospective delays in the completion of the projects. Such notice shall be given in writing as soon as the contractor recognizes the prospect of delay. The Owner must approve all such requests.

The Right to Inspect and Require Work. The Owner reserves the right to make such inspections and tests as and when it deems necessary to ascertain that the requirements of this agreement are being fulfilled. Deficiencies noted shall be expeditiously corrected at the Contractor’s expense. If the Contractor fails to perform the work required by the terms of this agreement in a diligent and satisfactory manner, the Owner may, at their option, and without prejudice to any other right they may have, give ten (10) days written notice to the Contractor, to perform all or any part of the work. The Contractor agrees that it will reimburse the Owner for any expense incurred therefor, or the Owner, at their election, may deduct the amount from any sum owing or to be owed to the Contractor.

Any service or repair work that is not in conformance with the Contract, or the requirements governing the work, shall be subject to rejection. All rejected work must be immediately replaced or modified at the Contractor’s expense so as to conform to the contract. If the Owner, or its authorized representative, determines that the work being performed by the Contractor is not in strict conformance with the Contract, the Owner or its authorized representative shall have the right to order the work of the Contractor wholly or partially stopped, or suspended until any nonconforming work has been corrected. Such stoppage or suspension shall not invalidate or modify any terms of the Contract no extra compensation or reimbursement will be allowed to the Contractor by reason of such stoppage or suspension.

Damage. The Contractor shall not be liable for any loss, delay, injury, or damage, whether direct or consequential, caused by conditions beyond its control until final acceptance. At its expense, the Contractor shall promptly remedy and repair all damage or loss to any property caused by the Contractor. The Contractor shall not be responsible for damage or loss attributable to the fault or negligence of the Owner. Contractor and subcontractors who, in performing their work, damage the work of others, shall make good that damage with suitable materials and with workers of the appropriate trade, at no cost to the Owner.

Asbestos, Mold, Lead Based-Paint. In the event asbestos, mold and/or lead based paint are suspected in the work area, the vendor must stop work and immediately contact the ordering Agency for proper remediation and rescheduling of work.

Remove Items and Clean Up. The Contractor must clean up finished surfaces, storage areas, and areas contiguous to the work; remove all debris, containers, and scrap materials from the project site and dispose of in a legal manner; touch up and restore any finishes that are damaged prior to final inspection. The cost of cleanup performed by the Owner as a result of the Contractor’s failure to provide the cleanup required by this solicitation shall be deducted at the actual cost to the State from the Contract sum.

Warranty. The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be free from defects not inherent in the quality required or permitted, and that the work will conform to the

requirements of the contract. Work not conforming to these requirements, including substitutions not properly approved and authorized in writing may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

SPECIFICATIONS

GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Surface preparation, patching, and minor finishing of surfaces including gypsum board.
 - 2. Field application of paints, stains, and varnishes.
 - a. Virgin paints, stains and varnishes.
 - b. Recycled latex paints.

1.02 REFERENCES

- A. ASTM D 16 - Standard Terminology for Paint, Related Coatings, Materials, and Applications; 2000.
- B. ASTM D 523 - Standard Test Method for Specular Gloss; 1994.
- C. ASTM D 562 - Standard Test Method for Consistency of Paints Measuring Krebs Unit (KU) Viscosity Using a Stormer-Type Viscometer; 2001.
- D. ASTM D 1210 - Standard Test Method for Fineness of Dispersion of Pigment-Vehicle Systems by Hegman-Type Gage; 1996.
- E. ASTM D 1475 - Standard Test Method for Density of Liquid Coatings, Inks, and Related Products; 1998.
- F. ASTM D 1640 - Standard Test Methods for Drying, Curing, or Film Formation of Organic Coatings at Room Temperature; 1999.
- G. ASTM D 2486 - Standard Test Methods for Scrub Resistance of Wall Paints; 2000.
- H. ASTM D 2805 - Standard Test Method for Hiding Power of Paints by Reflectometry; 2003.
- I. ASTM D 3960 - Standard Practice for Determining Volatile Organic Compound (VOC) Content of Paints and Related Coatings; 2002.
- J. ASTM D 4062 - Standard Test Method for Leveling of Paints by Draw-Down Method; 1999.
- K. ASTM D 4400 - Standard Test Method for Sag Resistance of Paints Using a Multi notch Applicator; 1999.
- L. ASTM D 4442 - Standard Test Methods for Direct Moisture Content Measurement of Wood and WoodBase Materials; 1992 (Reapproved 1997).

1.03 SYSTEM DESCRIPTIONS - VIRGIN PAINT

- A. Virgin paints, stains and varnishes are to be the manufacturer's best quality trade sale material of the various coating types specified.
 - 1. Provide all coats of materials for a specific application from the same manufacturer, to ensure compatibility of materials with each other and to provide the best results.
 - 2. Provide material in containers clearly displaying manufacturer's product identification.
 - 3. Federal specifications establish a minimum quality level for the materials in this section. Provide written certification, when requested by Owner, that all products being supplied meet or exceed these criteria.
- B. Each batch must be tested for physical properties following generally accepted laboratory procedures and/or ASTM methods as referenced in Section 1.02, and as follows:
 - 1. Viscosity: The working properties shall be satisfactory, the paint shall show no tendency to sag or run, and shall level to a smooth surface of satisfactory appearance. Specification: 90-110 KU, as measured in accordance with ASTM D 562.
 - 2. Fineness of Grind: Test by Hegman grind standard. Specification: 3 or above, as measured in accordance with ASTM D 1210.

3. Weight per Gallon: Test by Gardo Physical Density cup or similar. Specification: 10.0-11.5 pounds per gallon as measured in accordance with ASTM D 1475.
4. Alkalinity: Test by measuring by pH meter apparatus. A pH of 8.5-9.5.
5. Gloss: Test by Byk Gardener gloss measurement or similar instrumentation. Specification: Flat paints 0-3 at 60 and eggshell paints 4-10 at 60 degrees, as measured in accordance with ASTM D 523.
6. Hide: Test by contrast ratio measurements or similar. Specification: 0.95 or higher minimum, as measured in accordance with ASTM D 2805.
7. Sag Resistance: Test by application of Leneta Anti-Sag Meter ASM-1 or similar, Specification: Greater than 8, when measured in accordance with ASTM D 4400.
8. Flow and Leveling: Test by application of Leneta Leveling Test Blade or similar. Specification: 7 or above, as measured in accordance with ASTM D 4062.
9. Scrubability: Test by Byk Gardener Abrasion Tester or similar. Specification: Flat paints great than 100 cycles, and eggshell paints greater than 200 cycles, as measured in accordance with ASTM D 2486.
10. Dry Time: Test by application of Leneta wet film-application draw down panel or similar at 3 mils wet. Specification: Dry to touch - 30 minutes, as measured in accordance with ASTM D1640.
11. Volatile Organic Content (VOC) of paints and related coatings to meet national VOC laws.

1.04 SYSTEM DESCRIPTIONS - RECYCLED PAINT

- A. Recycled Latex Paint. Recycled latex paint is a residential or commercial consumer product that shall be made with a minimum of twenty percent (20%) and maximum of one hundred percent (100%) postconsumer recycled material. Based on manufacturer's recommendation, recycled latex paint shall be intended for use as specified in Section 2.03 A.
 1. Provide a breakdown on the gallons and percentage (%) of post-consumer content materials used in this product, when requested by Owner.
 2. Provide a list of sources of post-consumer feedstock used in this product, when requested by Owner.
 3. Contractor may exercise the option to contribute their own excess paint to the feedstock. This feedstock shall be subject to review by the Owner's representative and the paint manufacturer. As stipulated by the owner and the manufacturer, this contribution may result in an overall deduct for the cost of the recycled latex paint supplied for the project.
- B. Each batch must be tested for physical properties following generally accepted laboratory procedures and/or ASTM methods as referenced in Section 1.02, and as follows:
 1. Viscosity: The working properties shall be satisfactory, the paint shall show no tendency to sag or run, and shall level to a smooth surface of satisfactory appearance. Specification: 90-110 KU.
 2. Fineness of Grind: Filtered to maximum of 375 microns for sprayer tip orifice size of 0.015 or filtered to maximum of 370 microns for sprayer tip orifice size of 0.014, as measured in accordance with ASTM D 1210.
 3. Weight per Gallon: Test by Gardo Physical Density cup or similar. Specification: 10.0-11.5 pounds per gallon as measured in accordance with ASTM D 1475.
 4. Alkalinity: Test by measuring by pH meter apparatus. A pH of 8.5-10.0.
 5. Hide: Submit upon request, test application of Leneta wet film-application draw-down panel or similar at 3 mils.
 6. Volatile Organic Content (VOC) of paints and related coatings to meet national VOC laws.
- C. Recommended Applications of Recycled Paint:
 1. Recycled latex paint is appropriate for interior and exterior applications on gypsum wallboard, plaster, concrete, primed wood and primed metal panel. When used as a finish coat, it is recommended to order all paint from a single production batch if color and sheen matching are critical. The following applications are specifically recommended:
 - a. Office interiors - renovation or new construction.
 - b. Warehouse, manufacturing, and garage interiors & exteriors.
 - c. Institutional residential interiors - renovation or new construction.
 - d. Graffiti abatement, traffic sound barriers and other frequently painted surfaces.
 2. Applications to avoid include:

- a. Poorly ventilated interiors. Because VOC levels of recycled latex paint are similar to VOC levels in conventional latex paint, use of low-VOC latex paint may be preferable in applications in poorly ventilated occupied interiors.
- b. Un-primed metal surfaces.
- c. Any surface previously coated with high gloss paint.
- d. Knots and resinous areas of previously unpainted wood should be sealed with appropriate primer product. Recycled latex paint may then be used as a topcoat.

1.05 DEFINITIONS

- A. Conform to ASTM D 16 for interpretation of terms used in this section.
- B. Feedstock. Feedstock is defined as a manufacturer's raw material, which can be made of either virgin, post-consumer recycled or post-industrial recycled material. Post-consumer recycled and post-industrial recycled material can be used as an ingredient in a manufacturing process as an effective substitute for virgin material products.
- C. Post-consumer recycled material. Post-consumer recycled material means a finished material which would normally be disposed as a solid waste, having completed its life cycle as a consumer item, and does not include manufacturing or converting wastes. This refers to material collected for recycling office buildings, homes, retail stores, etc. Such term does not include post-industrial recycled material.
- D. Post-industrial recycled material. Post-industrial recycled material is material byproducts created during the original manufacturing process.
- E. Virgin material. Products made with one hundred percent (100%) new raw materials. Contains no recycled material.

1.06 SUBMITTALS

- A. When requested by Owner, submit the following:
 - 1. Product Data: Provide data on all finishing products. For recycled paint provide data on percentage of recycled content and post-consumer feedstock source for materials being provided for each project.
 - 2. Samples: Submit two paper chip samples for Owner's approval, 12 x 12 inches in size illustrating range of colors and textures available for each surface finishing product scheduled.
 - 3. Quality Assurance/Control Submittals/Certifications/Test Results:
 - a. Test Certificates of ASTM tests as referenced.
 - b. Manufacturer's Instructions.
 - c. Qualification Statements for Manufacturer and Applicator.
 - d. Source Quality Control test results.
 - 4. Material Safety Data Sheets (MSDS) for each product.
 - 5. Proposed schedule for repainting operations.
 - 6. Maintenance Data: Submit data on cleaning, touch-up, and repair of painted and coated surfaces.

1.07 QUALITY ASSURANCE

- A. Paint Manufacturer Qualifications: Company with documented experience in recycling latex paint, as specified in Section 1.04. A minimum of two years' experience is required.
- B. Applicator Qualifications: Company specializing in performing the work of this section with minimum two years' experience.

1.08 REGULATORY REQUIREMENTS

- A. Conform to applicable code for flame and smoke rating requirements for products and finishes.
- B. Conform to the latest edition of Industrial Health and Safety Regulations issued by applicable authorities having jurisdiction in regard to site safety (ladders, scaffolding, ventilation and protection).
- C. Conform to requirements of local authorities having jurisdiction in regards to the storage, mixing, application and disposal of all paint and related waste materials.

1.09 MOCK-UP

- A. When requested by Owner, provide mockups as follows:

1. Provide panel, 10 foot long by full height of wall, illustrating special coating color, texture, and finish.
2. Provide door and frame assembly illustrating paint coating color, texture, and finish.
3. Locate where directed.
4. Mock-up may remain as part of the Work if accepted by Owner.

1.10 DELIVERY, STORAGE, AND PROTECTION

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- C. Paint Materials: Store at minimum ambient temperature of 45 degrees F (7 degrees C) and a maximum of 90 degrees F (32 degrees C), in ventilated area, and as required by manufacturer's instructions.
- D. Where toxic and volatile, explosive or flammable materials are being used, provide adequate fireproof storage lockers and take all necessary precautions and post adequate warnings (e.g. no smoking) as required.

1.11 ENVIRONMENTAL REQUIREMENTS

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.
- B. Do not apply exterior coatings during rain or snow, or when relative humidity is outside the humidity ranges required by the paint product manufacturer.
- C. Minimum Application Temperatures for Latex Paints: 45 degrees F (7 degrees C) for interiors; 50 degrees F (10 degrees C) for exterior; unless required otherwise by manufacturer's instructions.
- D. Minimum Application Temperature for Varnish Finishes: 65 degrees F (18 degrees C) for interior or exterior, unless required otherwise by manufacturer's instructions.
- E. Provide lighting level of 80 ft. candles (860 lx) measured mid-height at substrate surface.
- F. Take all necessary precautionary and safety measures to prevent fire hazards and spontaneous combustion and to protect the environment for hazard spills. Materials that constitute a fire hazard (paints, solvents, drop cloths, used brushes rollers, and rags) shall be stored in suitable closed and rated containers and removed from the site on a daily basis.
- G. Contractor shall properly ventilate and exhaust the areas in which the paint is applied. Special care and coordination shall occur to avoid a build-up of paint fumes. This coordination with the owner and contractor shall take place prior to application of this any interior paints, stains or varnishes.
- H. Comply with Owner's and regulatory agency requirements for preparation of painting existing painted or coated surfaces containing lead compounds.

1.12 SCHEDULING

- A. When requested by Owner submit a proposed schedule for repainting operations for Owner approval. Schedule is to be developed in accordance with Owners operating hours and requirements. Schedule is to take into account drying times and dissipation of odors and vapors of paints and coatings that will affect occupants and their operations.
- B. Schedule interior repainting operations to prevent disruption of Owner and building occupants operations in and about the building. Obtain written authorization from Owner for changes to work schedule.

1.13 WARRANTY

- A. Virgin Paint: Manufacturer of paint shall provide its standard warranty for a period of not less than two (2) years.
- B. Recycled Latex Paint: Manufacturer of recycled latex paint shall provide its standard warranty for a period of not less than two (2) years.
- C. Stains & Varnishes: Manufacturer of stains and varnishes shall provide its standard warranty for a period of not less than two (2) years.

1.14 EXTRA MATERIALS

- A. Supply 1 gallon (4 L) of each color; store where directed.
- B. Label each container with color in addition to the manufacturer's label.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Sherwin-Williams Co (www.sherwin-williams.com) is the standard manufacturer for Paints, Recycled Paints, Transparent Finishes, Stains, Primer Sealers, Block Fillers, and Field-Catalyzed Coatings at SCSU.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that surfaces are ready to receive Work as instructed by the product manufacturer.
- B. Examine surfaces scheduled to be finished prior to commencement of work.
- C. If Contractor encounters surfaces to be painted or coated that are believed to be covered with paints or coatings containing lead compounds notify Owner of conditions and do not proceed with Work until a written determination is received from Owner. Abatement if required will be by others as directed by the Owner. Proceed with painting as directed by Owner after determination or abatement determines it is safe to do so.
- D. Test shop-applied primer for compatibility with subsequent cover materials.
- E. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces is below the following maximums:
 - 1. Plaster and Gypsum Wallboard: 12 percent.
 - 2. Masonry, Concrete, and Concrete Unit Masonry: 12 percent.
 - 3. Interior Wood: 15 percent, measured in accordance with ASTM D 4442.

3.02 PREPARATION

- A. Surface Appurtenances: Remove or mask electrical plates, hardware, light fixture trim, escutcheons, sprinkler heads, and fittings prior to preparing surfaces or finishing.
- B. Protect finished surfaces in areas where paint, stains or varnishes are being applied with clean drop cloths and suitable masking.
- C. Surfaces to Receive Paints or Coatings: Correct defects and clean surfaces which affect work of this section. Remove or repair existing coatings that exhibit surface defects.
- D. Surface Marks: Seal with shellac those which may bleed through surface finishes.
- E. Clean surfaces to be finished as required to remove oil grease, dust and dirt. Sand where necessary to properly prepare surfaces to receive finish.
- F. Impervious Surfaces: Remove mildew by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- G. Concrete and Unit Masonry Surfaces to be Painted: Remove dirt, loose mortar, scale, salt or alkali powder, and other foreign matter. Remove oil and grease with a solution of tri-sodium phosphate; rinse well and allow drying. Remove stains caused by weathering of corroding metals with a solution of sodium metasilicate after thoroughly wetting with water. Allow to dry.
- H. Gypsum Board Surfaces to be Painted: Fill minor defects with filler compound. Minor patch work and filling of small holes. Spot prime defects after repair. Finish gypsum board in scheduled areas in accordance with levels defined in ASTM C 840.
- I. Galvanized Surfaces to be Painted: Remove surface contamination and oils and wash with solvent. Apply coat of etching primer.
- J. Uncoated Steel and Iron Surfaces to be Painted: Remove grease, mill scale, weld splatter, dirt, and rust. Where heavy coatings of scale are evident, remove by hand wire brushing or sandblasting; clean by washing with solvent. Apply a treatment of phosphoric acid solution, ensuring weld joints, bolts, and nuts are similarly cleaned. Prime paint entire surface; spot prime after repairs.

- K. Shop-Primed Steel Surfaces to be Finish Painted: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces. Re-prime entire shop-primed item.
- L. Interior Wood Items to Receive Opaque Finish: Clean wood surfaces to be painted of dirt, oil, and other foreign substances with scrapers, mineral spirits, and sandpaper, as required. Sandpaper smooth those finished surfaces exposed to view, and dust off. Scrape and clean small, dry, seasoned knots and apply a thin coat of white shellac or other recommended knot sealer, before application of priming coat. After priming, fill holes and imperfections in finish surfaces with putty or plastic wood-filler. Sandpaper smooth when dried.
- M. Interior Wood Items to Receive Transparent Finish: Wipe off dust and grit prior to sealing, seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes and cracks after sealer has dried; sand lightly between coats. Prime concealed surfaces with gloss varnish reduced 25 percent with thinner.
- N. Wood Doors to be Field-Finished: Seal wood door top and bottom edge surfaces with clear sealer.
- O. Metal Doors to be Painted: Prime metal door top and bottom edge surfaces.
- P. Previously Painting Surfaces: Clean thoroughly to remove loose, scaly, and other defective film. Fill holes and cracks. Remove gloss from painted surfaces by washing and sanding, and touch up bare spots with appropriate primer.
- Q. Repair surface deterioration prior to beginning work; this includes visual defects that won't affect film's protective properties, fading, gloss reduction, slight surface contamination, minor pin holes, scratches, minor cosmetic runs and sags, peeling, flaking, cracking, checking, scuffs, abrasions, and small holes, gouges, or staining. Report all substrate or structural damage to Owner for repair or replacement by others.
- R. Paint, Stain and Varnish Materials
 1. Colors to be selected prior to commencement of work.
 2. Mix and prepare painting materials in accordance with manufacturer's printed instructions.
 3. Store materials not in actual use in tightly covered containers. Maintain containers used in storage, mixing and application of paint in clean conditions, free of foreign materials and residue.
 4. Stir materials before application to produce a mixture of uniform density, and stir as required during the application of the materials. Do not stir surface film into the material. Remove the film and, if necessary, strain the material before using.

3.03 APPLICATION

- A. Apply products in accordance with manufacturer's instructions.
- B. All paints and coatings are to be brush or roller applied. Spray application of paints or coatings must receive prior approval of Owner.
- C. Where adjacent sealant is to be painted, do not apply finish coats until sealant is applied.
- D. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- E. Apply paint in accordance with manufacturer's directions. Use equipment and techniques best suited for substrate and type of material being applied.
- F. Priming coat shall be of suitable type for each surface and compatible in each case with the finish paint.
- G. The priming coat on concrete block shall be tinted to the approximate shade of the final coat. Suction spots or "hot-spots" in concrete, evident after the application of the first coating shall be touched-up before applying the second coat, to produce an even result in the finish coat.
- H. Apply paint evenly and smoothly without runs, sags, brush marks, laps, streaks, unfinished patches and other blemishes. The hiding shall be complete, and each coat shall be so applied to produce film of uniform thickness. Special attention shall be given to ensure that all surfaces including edges, corners, crevices, receive a film thickness equivalent to that of adjacent painted surfaces.
- I. Brush out flow on each coat as required by the characteristics of the materials, or recommended by the manufacturer.
- J. To avoid air entrapment in applied coats, apply materials in strict accordance with manufacturer's spread rates and application requirements.
- K. Allow each coat to dry thoroughly before applying next coat. Apply each coat to uniform appearance. Apply each coat of paint slightly darker than preceding coat unless otherwise approved. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.

- L. Properly prepare and touch-up scratches, abrasions and other disfigurements and remove foreign matter before proceeding with the following coat. Spot-priming or spot-coating shall be feathered into adjacent coatings to produce a smooth and level surface.
- M. Sand wood surfaces lightly between coats to achieve required finish.
- N. Final coats shall not be applied before other trades whose operations would be detrimental to finish painting have finished with their work in the areas to be painted.
- O. Finish recesses the same as adjoining rooms. Finish other surfaces the same as nearest or adjoining surfaces unless otherwise shown.
- P. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Paint surfaces behind permanently fixed equipment and furniture with prime coat only, before final installation of equipment.
- Q. Comply with VOC levels with proper ventilation as per manufacturer's specifications and MSDS.
- R. Do not paint over code-required labels, such as Underwriters Laboratories and Factory Mutual, and over equipment identification, performance rating, name, and nomenclature plates.
- S. Do not apply recycled paint to ferrous and galvanized metals, wood or metal doors and frames, floors and glass.
- T. Where clear finishes are required, tint fillers to match wood. Work fillers into the grain before set. Wipe excess from surface.

3.04 FINISHING MECHANICAL AND ELECTRICAL EQUIPMENT

- A. Remove unfinished louvers, grilles, covers, and access panels on mechanical and electrical components and paint separately.
- B. Finish equipment, piping, conduit, and exposed duct work in areas being painted in colors according to the color coding scheme indicated.
- C. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

3.05 FIELD QUALITY CONTROL

- A. Owner will provide field inspection.
- B. Repainted surfaces shall be considered to lack uniformity and soundness if any of the following defects are apparent to inspector:
 - 1. Brush or roller marks, streaks, laps, runs, sags, drips, heavy stippling, hiding or shadowing by inefficient application methods, skipped or missed areas, and foreign materials in paint coatings.
 - 2. Evidence of poor coverage at rivet heads, plate edges, lap joints, crevices, pockets, corners and reentrant angles.
 - 3. Damage due to touching before paint is sufficiently dry or any other contributory cause.
 - 4. Damage due to application on moist surfaces or caused by inadequate protection from the weather.
 - 5. Damage or contamination of paint due to blown contaminants (dust, spray paint, or similar contaminants).
- C. Repainted surfaces shall be considered unacceptable if any of the following are evident under final lighting source conditions:
 - 1. Visible defects are evident on vertical surfaces when viewed at 90 degrees to the surface from a distance of 39".
 - 2. Visible defects are evident on horizontal surfaces when viewed at 45 degrees to the surface from a distance of 39".
 - 3. Visible defects are evident on ceiling surfaces when viewed at 45 degrees to the surface.
 - 4. When the final coat on any surface lacks uniformity of sheen across full surface area. D. Repainted surfaces rejected by the inspector shall be corrected at Contractors expense. Small affected areas may be touched up; large affected areas without sufficient dry film thickness of paint shall be repainted. Runs, sags of paint shall be removed by scraper or by sanding prior to application of paint.

3.06 CLEANING

- A. During the progress of the work, remove discarded paint materials, rubbish, cans and rags from the Project site at the end of each workday. Legally dispose of all materials.

- B. Clean equipment and dispose of wash water and solvents as well as all other cleaning and protective materials (e.g. rags, drop cloths, masking papers and tapes), paints, thinners, paint removers and strippers in accordance with the safety requirements of authorities having jurisdiction.
- C. Upon completion of painting work, clean window glass and other paint-spattered surfaces. Remove spattered paint by proper methods of washing and scraping, using care not to scratch and otherwise damage finished surfaces.
- D. Contractor shall, upon availability in the marketplace, recycle all applicable materials such as waste paint containers and unused paint, whenever possible.

3.07 PROTECTION

- A. Protect all newly painted surfaces from condensation, contamination, dust, and freezing temperatures until paint is completely dry. Curing periods shall exceed manufacturer's recommended minimum time requirements.
- B. Erect barriers or screens and post signs to warn, limit or direct traffic away or around work area as required.

3.08 SCHEDULE - SURFACES TO BE FINISHED

- A. Do Not Paint or Finish the Following Items:
 - 1. Items fully factory-finished unless specifically noted.
 - 2. Fire rating labels, equipment serial number and capacity labels.
 - 3. Surfaces previously painted or coated with lead-based materials unless Owner provides written approval to do so.
- B. Paint the surfaces described below under Schedule - Paint Systems.
- C. Mechanical and Electrical: Use paint systems defined for the substrates to be finished.
 - 1. Paint all insulated and exposed pipes occurring in finished areas to match background surfaces, unless otherwise indicated.
 - 2. Paint shop-primed items occurring in finished areas.
 - 3. Paint interior surfaces of air ducts and convector and baseboard heating cabinets that are visible through grilles and louvers with one coat of flat black paint to visible surfaces.
 - 4. Paint dampers exposed behind louvers, grilles, and convector and baseboard cabinets to match face panels.

3.09 SCHEDULE - PAINT SYSTEMS

- A. Concrete, Concrete Block, Brick Masonry: Finish all surfaces exposed to view.
 - 1. Interior: CI-OP-3L, semi-gloss.
 - 2. Interior wet areas (showers, toilet rooms, etc.): CI-OP-3E.
- B. Gypsum Board: Finish all surfaces exposed to view, except wet areas.
 - 1. Interior Ceilings and Bulkheads: GI-OP-3L, flat.
 - 2. Interior Walls: GI-OP-3A, semi-gloss.
- C. Gypsum Board: Wet areas.
 - 1. Interior Walls and Ceilings, wet area (shower and locker rooms, etc.): GI-OP-3E, gloss.
- D. Plaster: Finish all surfaces exposed to view.
 - 1. Interior Walls and Ceilings, wet areas (showers and locker rooms, etc.): GI-OP-3E.
- E. Painted Wood: Finish all surfaces exposed to view.
 - 1. Exterior trim, frames and siding: WE-OP-3A.
 - 2. Interior paneling (plywood or OSB): WI-OP-3E, semi-gloss.
- F. Stained and Varnished Wood Trim and Doors: WI-TR-VS.
- G. Steel Doors and Frames: Finish all surfaces exposed to view; MI-OP-3A, gloss.