

**BID MANUAL
TOWN OF CLINTON, NEW YORK
FRANCIS MARK PARK STRUCTURE STAINING**

CONTRACT BID PACKAGE

PREPARED FOR:

**TOWN OF CLINTON
1215 CENTRE ROAD
RHINEBECK, NEW YORK 12572**

CPL #R19.14968.01

April 17, 2025

PREPARED BY:



**CPL ARCHITECTURE, ENGINEERING & PLANNING
26 IBM Rd.
POUGHKEEPSIE, NY 12601**

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NOTICE TO CONTRACTORS

Sealed bids are sought and invited by the Town of Clinton, NY for the Francis Mark Park Structure Staining Project located at Francis Mark Park 337 Clinton Hollow Road, Salt Point, NY 12578 related equipment, and services as set forth in the specifications prepared by CPL Architecture, Engineering & Planning, 26 IBM Road, Poughkeepsie, New York 12601.

Bids will be received by the Town Clerk of the Town of Clinton, Town Hall, 1215 Centre Road, Rhinebeck, NY 12572, until 11 AM on April 25, 2005, at which time and place they will be publicly opened and read aloud, with the contract being awarded as soon as practicable thereafter.

Copies of the Bid Documents may be obtained through Empire Bid Net or on the Town of Clinton Website (<https://www.townofclinton.com>), on or about April 17, 2005.

No bid will be accepted unless a signed Certification of Non-Collusion is submitted with the bid.

It is anticipated that the bid will be awarded soon thereafter.

Starting December 30, 2024, ALL contractors and subcontractors submitting bids or performing construction work on public work projects or private projects covered by Article 8 of the Labor Law are required to register with the New York State Department of Labor (NYSDOL) under Labor Law Section 220-i.

The registry is now available:

Website: <https://dol.ny.gov/public-work-contractor-and-subcontractor-registry-landing>

Please refer ALL questions regarding the registry to the NYS Department of Labor.

A copy of the Contractor Certificate of Registration must be submitted with the bid

The Clinton Town Board expressly reserves the right to waive any irregularities in or to accept any bid or to reject any and all bids or to award on any or all items, as the interest of the Town may appear to require.

No bidder may withdraw his/her bid within twenty-five (25) days after the actual date of the bid opening.

By order of the Town Board, Town of Clinton, New York.

By: Carol Mackin
Town of Clinton Town Clerk

Date: April 17, 2025

INSTRUCTIONS TO BIDDERS

1. Components of Bid Package

Contained herein are the components of the bid package for the Francis Mark Park Structure Staining Project. All bidders will take notice, review, and complete these components in order to offer a bid for the work.

The components are:

- Instructions to Bidders
- Insurance Requirements
- Bid Form
- Certification of Non-Collusion by Bidder
- Contract Agreement
- NYS Prevailing Wage Rates

2. Scope of Work

The scope of work for the structure staining project generally includes the following:

- Structures to be stained include: Pavilion exterior and interior, from floor up to bottom of trusses, kiosk, barbecue grill enclosure, entrance guard shack
- Removing and replacing gutter and down spouts
- Brushing of loose wood fibers
- Scraping as necessary
- Sanding where necessary
- Pressure washing with a detergent solution of all surfaces to be stained
- Removing mold and mildew by scrubbing with a commercial wash
- Application of 2 coats of Benjamin Moore "Arbor Coat" or approved equivalent
- Sanding, staining and applying poly urethane to the snack shack counter

3. Qualifications of Bidders

The law requires that contracts for public work in the State of New York be awarded to the lowest responsible bidder as will promote the public interest. To assist the Town in determining whether the apparent low bidder meets this standard, the Town reserves the right to require the apparent low bidder to submit the following:

To furnish the Town within 5 calendar days from the date of the request, a statement containing the following:

- (a) a description (including project name, location, and owner) of any competitively bid project on which the bidder submitted the low bid but was not awarded a contract, within the previous five (5) years,
- (b) a current detailed financial statement showing assets, liabilities and net worth, net total billings and average backlogs of uncompleted work on outstanding contracts for each of the previous three (3) years,
- (c) a list of the officers and principals of the bidder's legal entity, and a list of all subsidiary or affiliated companies in which the bidder's principals have any financial interest,
- (d) a description of any projects which the bidder or his predecessors failed to complete or any litigation in which the bidder has been involved in the previous three (3) years, including a list of project names, locations, and owners,
- (e) a list and description of all contracts completed by the bidder within the previous three (3) years,
- (f) a list of at least three (3) project references (including project names, locations, owners, contact persons, and telephone numbers) which included work similar in scope, complexity, and material value as this proposed project.

5. Preparation and Submission of Bids

NOTE THAT IS IMPARATIVE THAT EACH CONTRACTOR VISIT THE SITE, TAKE MEASUREMENTS AND DETERMINE FOR THEMSELVES ALL OF THE WORK REQUIRED PRIOR TO BID SUBMISSION

Prepare the bid on the official Bid Form included in these documents. Fill in all blank spaces legibly. The Bid Form must contain an original signature: Any bids received after 1:00 PM on March 6, 2025 will not be opened. Bids may be submitted via the following:

- o By mail 1215 Centre Road, Rhinebeck, NY 12572
- o By Fed EX 1215 Centre Road (County Rte. 18) Rhinebeck, NY 12572
- o By email – townclerk@townofclinton.com

6. Prevailing Wages

The Contractor awarded the Francis Mark Park Structure Staining Project shall be required to comply with all New York State labor standards and prevailing wage provisions unless an exemption is obtained. Wage Rates are provided by the New York State Department of Labor website (see link in Bid Manual). Certified payrolls will be required with each request for payment application. If contractor is exempt from prevailing wages as sole proprietor provide a copy of State exemption form.

7. Waste Disposal

The contractor is responsible for disposal of all waste material generated by the work.

8. Work During Business Hours

The contractor is advised that Francis Mark Park may be open to the public during the course of the work. The contractor must be able to schedule the work to not interrupt recreation activities and shall take all precautions to ensure safety to employees and visitors during the workday. All work shall be secured at the end of the workday.

9. Submittals

Submittals for materials and equipment will be required to be approved by the Town Engineer prior to installation

10. Insurance

The Town's Insurance carrier has developed specific insurance requirements for Town construction projects and are included with the Bid Manual. By submission of the Bid the Contractor acknowledges they are able to provide the requested insurance. The successful bidder will provide the Indemnification/Hold Harmless Agreement with the signed contract.

11. Basis of Payment

The Contractor will be paid on a calendar month basis upon the submission of payment application to the Town Engineer's office for the work completed. Approved payment requests shall be submitted by the Town Engineer by the first of each month to be considered for payment approval by the Town Board on the second Tuesday of each month.

12. Final Payment

a. Within thirty (30) days after receiving notice from the Contractor of completion of all the work and submission of satisfactory evidence of having repaired any and all damage to public or privately owned properties resulting from, but not a part of, the work under this contract, the Town Engineer will cause a final inspection to be made for approval of all the work done under this contract. If upon such inspection the Town Engineer determines that no further work is to be done, the Owner will issue a Certificate of Completion to the Contractor for the work done under this contract.

b. As a condition precedent to receiving final payment, the Contractor shall submit AIA forms (or similar) G706 Contractor's Affidavit of Payment of Debts and Liens, G706A Contractor's Affidavit of Release of Liens, and G707 Consent of Surety Company to Final Payment.

c. The Owner will, not later than thirty (30) days after the final acceptance of the work under this Contract, pay the Contractor the entire sum so found due thereunder after deduction of all previous payments and the amount to be retained pursuant to the sixty (60) day period of maintenance. It is mutually agreed; that all prior payment having been based on estimates made solely to enable the

Contractor to prosecute the work advantageously, the final payment will be subject to such corrections as may be found necessary to bring the total payments into agreement with the contract price.

13. Allowance

The Bid Form includes a \$2,000 Allowance for incidental or unanticipated work items. Use of the Allowance can only be used with approval by Town Engineer.

14. Site Visit/Bid Questions

Contractors shall visit the site to be familiar with the project. Questions regarding the bid shall be directed to the Town Engineer Mark Long by email at mlong@cplteam.com no later than close of business on January 9, 2025. If necessary, an Addendum will be issued to all bidders.

15. Bonds

Performance, Labor, and Material Payment, as well as Maintenance bonds will be required for this project. Performance, Labor and Material Payment bonds shall be in the amount of 100% of the contract bid price.

A one-year Maintenance Security will be required from Date of Substantial Completion. Security can be in the form of an acceptable bond approved by the Town Attorney or a certified check in the amount of 20% of the Contract Bid Price.

Note: All bonds will be reviewed by the Town Attorney.

16. Starting December 30, 2024, ALL contractors and subcontractors submitting bids or performing construction work on public work projects or private projects covered by Article 8 of the Labor Law are required to register with the New York State Department of Labor (NYSDOL) under Labor Law Section 220-i.

The registry is now available:

Website: <https://dol.ny.gov/public-work-contractor-and-subcontractor-registry-landing>

Please refer ALL questions regarding the registry to the NYS Department of Labor.

A copy of the Contractor Certificate of Registration must be submitted with the bid

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Insurance and Indemnification Requirements for Independent Contractors/Sub-Contractors
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The CONTRACTOR shall maintain at a minimum the following insurance giving evidence of same to Town of Clinton on the form of Certificates of Insurance, Acord Form 855 – New York Construction Certificate of Liability Insurance Addendum, copy of the Additional Insured Endorsements, providing 30 days' notice of cancellation, non-renewal or material change. C105.1 form or State Insurance Fund Certificate for Workers Compensation and DB120.1 Certificate for NYS Disability. The insurance coverage limits set forth in Schedule below are minimum coverage requirements, not limitations of liability. New York State licensed admitted carrier is preferred; any non-licensed/non-admitted carriers will be accepted at Town of Clinton's discretion. The insurance carrier must have an A.M. Best Rating of at least A- IX. All contractors and subcontractors must adhere to the same insurance and indemnification requirements.

Certificate Holder for all policies: Town of Clinton
1215 Centre Road
Rhinebeck, NY 12572

Additional Insured to read:

Town of Clinton, all elected and appointed officials, employees and volunteers are included as primary and non-contributory additional insureds per the General Liability including Contractual Liability, Automobile Liability and Excess Liability. Waiver of Subrogation is included on the Workers Compensation and General Liability in favor of the Additional Insureds.

I. Workers Compensation

Coverage	Statutory
Extensions	Voluntary Compensation
	Employers Liability – Unlimited in the State of New York
	Waiver of Subrogation in favor of Town of Clinton

II. New York State Disability and Paid Family Leave

Coverage	Statutory New York State Benefits
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III. Commercial General Liability

Coverage and Limits	Occurrence – ISO Form CG2001 10-01 or Equivalent	
	General Aggregate	\$2,000,000
	Products & Completed Operations	\$2,000,000
	Personal & Advertising Injury	\$1,000,000
	Per Occurrence Limit	\$1,000,000
	Damage to Premises Rented To You	\$ 100,000
	Medical Expense	\$ 5,000

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II. Commercial General Liability - continued

Additional Insured Town of Clinton, all elected and appointed officials, employees and volunteers using ISO Form CG2026 or equivalent including products and completed operations coverage on a primary and non-contributory basis.

Extensions – Mandatory Aggregate Limits to apply per project.

Full Contractual Liability extending to Hold Harmless Agreement.

Contractual Liability Insurance is afforded per the definition of "insured contract" as defined in Form CG0001 with no endorsements that amend or restrict the definition of "insured contract".

The general liability is to be primary and non-contributory to any insurance carried by any additional insured.

The general liability must not include any exclusion, limitation or restriction pertaining to exterior work height or "action over" type claims or "injury to employee or subcontractor" exclusions.

Waiver of Subrogation in favor of all additional insureds.

Coverage for the services rendered for the municipality, including, but not limited to removal, replacement enclosure, encapsulation and/or disposal of asbestos, lead, or any other hazardous material, along with any related pollution events, including coverage for third party liability claims for bodily injury, property damage and clean-up costs, if applicable

Town of Clinton

Insurance and Indemnification Requirements for Independent Contractors/Sub-Contractors
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IV. Pollution Liability: If contract involves environmentally regulated substances or hazardous material exposure(s) and/or the disposal of waste or other hazardous substance from the worksite, the contractor shall maintain Contractor's Pollution Liability including Pollution Legal Liability insurance in the amount of at least \$5,000,000. per occurrence for 3rd party liability and clean-up. This coverage is to remain in effect for a minimum of (5) five years following the completion of work. If written on a claims made basis, the retroactive date must pre-date the inception of the contract or agreement

V. Automobile Insurance

Limit	\$1,000,000. Combined Single Limit
Additional Insured	Town of Clinton, all elected and appointed officials, employees and volunteers on a primary and non-contributory basis.

The automobile liability is to be primary and non-contributory to any insurance carried by any additional insured.

VI. Umbrella Liability

Coverage	Umbrella Form or Excess Follow Form of primary general liability and auto liability
Limit	\$1,000,000.
Additional Insured	Town of Clinton, all elected and appointed officials, employees and volunteers on a primary and non-contributory basis.

VII. BONDS

Bid Bond or certified check	Minimum of 5% of contract bid.
Bond Form	AIA Document A310 Current Edition or certified check
Final Bonds	1. Performance and Payment bonds (labor & materials) Minimum Limit 100% of Contract Price 2. Maintenance Bond Minimum Limit 20 % of Performance and Payment Bond Term - 1 Year from Acceptance of Job
Bond Form	AIA Document A312 current edition.

NOTE: Surety Company must be NYS licensed and on current list of "Surety Companies Acceptable on Federal Bonds" as published in Federal Register by the Audit Staff Bureau of Accounts, US Treasury

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INDEMNIFICATION/HOLD HARMLESS AGREEMENT

The INDEPENDENT CONTRACTOR/VENDOR shall indemnify, hold harmless and defend the Town of Clinton, its officers, employees, and/or agents from any and all liability, damage, loss, claims, demands and actions of any nature whatsoever, for any reason whatsoever, foreseeable or unforeseeable, which arises out of or is connected with, or is claimed to arise out of to be connected with, any undertaking, product, goods, merchandise, products, services sold and/or work supplied, furnished or performed by the INDEPENDENT CONTRACTOR/VENDOR or its subcontractors and/or agents, on account of personal injury, death or property loss to the Town of Clinton, its officers, employees, agents or to any other persons, third parties, or property, but shall not include claims resulting from the gross negligence or willful misconduct of Town of Clinton. This indemnity and hold harmless is intended to be as broad as is permitted by law and to include claims of every kind and nature – for tort, under contract, for strict liability or other liability without fault, under statute, rule, regulation or order, and otherwise.

The indemnification provided by this Agreement shall be a continuing right to indemnification and shall survive the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement the ____ day of _____, 20____.

Witness

INDEPENDENT CONTRACTOR/VENDOR

Signature

Address

Date

Signature

Print Name

(Please Print Name and Title)

BID FORM

TO: The Town Board of the Town of Clinton.

In compliance with your Notice to Contractors, published in or posted on the

_____ dated _____, the

undersigned, _____ proposes and agrees as follows:

1. To furnish all the materials and services for the Town of Clinton Francis Mark Park Structure Staining Project in accordance with the prices so named in this bid in a workerlike manner, in accordance with the specifications, all of which are a part of the contract hereto annexed.
2. **The bidder has visited the site and determined all quantities, and all work required and the cost for all labor, materials, equipment, goods and services are included in the bid price.**
3. To complete the project and be ready for final payment within ninety (90) days of notice to proceed as specified in the Town's Notice to Proceed. Dependent on weather conditions and supply chain issues time extensions may be considered.

The Notice to Proceed shall be issued by the Town Board. It is anticipated that this will occur on or about one month after the bid opening date.

The undersigned further acknowledges that he/she are able to provide the insurance required and sign the Indemnification/Hold Harmless Agreement. All the costs for insurance are included in the Bid Price.

4. To furnish the Town within 5 calendar days from the date of the request, if identified as the apparent low bidder and if requested by the Town, a Statement of Qualifications as described in Article 3 of Instructions to Bidders.
5. To enter into a contract within ten (10) calendar days from the date of acceptance of this bid.

In compliance with the Instructions to Bidders, the undersigned declares that he/she has examined the specifications and informed himself/herself fully regarding all

conditions pertaining to the materials and services required. He/she has examined the specifications for the materials and the contract documents relating thereto, has read all addenda furnished prior to the opening of bids, and has satisfied himself/herself relative to the work to be performed.

ADDENDA:

Receipt of the following addenda (if any) is hereby acknowledged:

	<u>DATE</u>	<u>SIGNATURE</u>
ADDENDUM NO. 1	_____	_____
ADDENDUM NO. 2	_____	_____
ADDENDUM NO. 3	_____	_____

The bidder proposes to perform the work required in the base bid in accordance with the Contract Documents for the lump sum of:

\$ _____
Words

\$ _____
Figures

Dated: _____, 2025

SIGN BID HERE _____
Authorized Signature Title

Print Name

Legal Company Name _____

Address _____

City, State, Zip _____

Telephone No. _____

Federal I.D. # _____

CERTIFICATION OF NON-COLLUSION BY BIDDER

(1) The prices in this bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices, with any other bidder or with any competitor.

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, to any other bidder or to any competitor before the time of the bid opening.

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award, nor shall any award be made where (1), (2) and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the Town Clerk of the Municipality to which the bid is made, or his/her designee, determines that such disclosure was not made for the purpose of restricting competition.

(4) The fact that a bidder (a) has published price lists, rates, or tariffs, covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph (1).

(5) Any bid hereafter made to any public authority or to any official of any public authority created by the State or any political subdivision, by a corporate bidder for work of services performed or to be performed or goods sold or to be sold where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in the lead paragraph of this section, shall be deemed to have been authorized by the board of directors of the bidder and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation/partnership/individual.

(State of NEW YORK)

(County of _____)

(officer's/partner's/ individual's) name printed

Sworn to before me this _____ day
of _____, 20 _____.

(officer's/partner's/individual's) signature

Notary Public

(Corp./Partnership/Individual) name printed

(Corp./Partnership/Individual) signature

Prevailing Wage

A "Request for Wage and Supplement Information" (PW 39) was submitted to NYSDOL and was accepted. The Prevailing Rate Case Number PRC# 2024015385 Francis Mark Park Structure Staining Project is assigned to the project.

To access the PDF file of your schedule, click on

<https://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1581066> or copy and paste into your browser

TOWN BOARD

TOWN OF CLINTON, NEW YORK

CONTRACT AGREEMENT

THIS AGREEMENT made and executed this _____ day of, in the year Two Thousand and Twenty-Five, by and between the Town Board, Town of Clinton and _____, Contractor.

WITNESSETH: in consideration of the mutual agreements herein contained the parties hereto have agreed and hereby agree with each other, the Town, its successors and assigns, and the Contractor, and his/her successors and assigns, as follows:

The Town Board, Town of Clinton, New York agrees to pay, and the Contractor agrees to accept a total Contract Price of:

(in words)_____

(in numbers)_____

for the Town of Francis Mark Park Structure Staining Project, related equipment, and services.

The Contractor will furnish all materials, labor, goods and services required in the Specifications as prepared for the Town Board, Town of Clinton by CPL Architecture Engineering & Planning.

Included in this Contract are all transportation, materials, certificates, tests, guarantees, protection of equipment, and all other things whether explicitly shown or mentioned, necessary and proper for or incidental to the completion of a workerlike job, complete in every respect and detail, left ready and in perfect condition for the Owner's use, as called for in the specifications.

The Contractor acknowledges that a delay in the supply of the project materials may result in additional expenses to the Town and agrees, in the event he/she fails to supply all the materials within the time period as specified hereafter to reimburse the Town in the form of liquidated damages in the amount of one-half percent (0.5%) of the total bid price for each calendar day of delay in the physical supply of the materials beyond the agreed upon project time period as specified in the Town 's Notice to Proceed unless said project time period is extended by mutual agreement in written form by both parties hereto.

The Contractor, by placing his/her signature on this Contract, hereby certifies that

he/she has read and is aware, cognizant, and knowledgeable of the contents of all bid documents and the contract documents and he/she agrees to abide by and be bound by their contents and by all applicable federal, State and local laws, ordinances and statutes.

Payments, both progress and final, will be made after submittal to, review and approval by the Town Engineer and the Town Board.

The Contractor agrees to begin work on the day specified in the Town's Notice to Proceed and unless the date for completion is extended pursuant to Town Board approval, he/she agrees to supply the materials within (90) days from the starting date specified in the Notice to Proceed.

(Corporate Seal if applicable)

(Officer's/Partner's/Individual's) signature

(Officer's/Partner's/Individual's) name printed

(Corporation/Partnership/Individual) name printed

STATE of _____)

COUNTY of _____) ss:

On this _____ day of _____, 20____
before me personally came _____ to me
known and known to me to be the person described in and who executed the
foregoing instrument, and he/she duly acknowledged that he/she executed
the same.

Notary Public, _____ County

No. _____ Term Expires _____

Town Board, Town of Clinton (Owner)

Attest By: _____
Signature

Name (printed)

Title (printed)

FRANCIS MARK PARK
STRUCTURE
STAINING SITE PLAN



Dutchess County
New York

Fran Mark Park
Dutchess County, NY

Printed By:
ParcelAccess

N
ParcelAccess
12/13/2024

TECHNICAL SPECIFICATIONS

SECTION 09 9300 - STAINING AND TRANSPARENT FINISHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes surface preparation and the application of wood finishes on the following substrates:
 - 1. Exterior Substrates:
 - a. Wood decks and stairs.
 - b. Wood siding and columns .
 - c. Snack Shack Counter
 - 2. Interior Substrates:
 - a. Dressed lumber (finish carpentry).
 - b. Wood flooring.
 - c. Wood siding

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples for Initial Selection: For each type of product indicated.
- C. Samples for Verification: For each type of finish system and in each color and gloss of finish indicated.
 - 1. Submit Samples on representative samples of actual wood substrates, 8 inches square.
 - 2. Label each Sample for location and application area.
- D. Product List: For each product indicated, include the following:
 - 1. Cross-reference to finish system and locations of application areas. Use same designations indicated on Drawings and in schedules.
 - 2. Printout of MPI's current "MPI Approved Products List" for each product category specified in Part 2, with the product proposed for use highlighted.

1.4 QUALITY ASSURANCE

- A. MPI Standards:
 - 1. Products: Complying with MPI standards indicated and listed in its "MPI Approved Products List."
 - 2. Preparation and Workmanship: Comply with requirements in "MPI Architectural Painting Specification Manual" for products and finish systems indicated.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.

1. Maintain containers in clean condition, free of foreign materials and residue.
2. Remove rags and waste from storage areas daily.

1.6 PROJECT CONDITIONS

- A. Apply finishes only when temperature of surfaces to be finished and ambient air temperatures are between 50 and 95 deg F.
- B. Do not apply exterior finishes in snow, rain, fog, or mist; when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.

1.7 EXTRA MATERIALS

- A. Furnish extra materials described below that are from same production run (batch mix) as materials applied and that are packaged for storage and identified with labels describing contents.
 1. Quantity: Furnish an additional 5 percent, but not less than 1 gal. of each material and color applied.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturer: Subject to compliance with requirements, provide products by the following
 1. Benjamin Moore & Co.: Arbor Coat, or approved equivalent

2.2 MATERIALS, GENERAL

- A. Material Compatibility:
 1. Provide materials for use within each finish system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
 2. For each coat in a finish system, provide products recommended in writing by manufacturers of topcoat for use in finish system and on substrate indicated. Retain first paragraph below if low-emitting materials are required for LEED-NC or LEED-CI Credit EQ 4.2; coordinate with products selected. If retaining, consider deleting "VOC Content" subparagraph from each product type paragraph retained in subsequent articles to avoid the appearance of conflicting requirements. For names of products that comply, see products listed as complying with LEED requirements for VOCs on "MPI Approved Products List" (available at www.paintinfo.com).
- B. Stain Colors: As selected by Architect from manufacturer's full range.

2.3 WOOD FILLERS

- A. Wood Filler Paste: MPI #91.

2.4 PRIMERS AND SEALERS

- A. Exterior Oil Wood Primer: MPI #7.
- B. Alkyd Sanding Sealer: MPI #102.

2.5 STAINS

- A. Exterior Solid-Color Stain (Solvent Based): MPI #14.
- B. Interior Wood Stain (Semitransparent): MPI #90.

2.6 VARNISHES

- A. Interior Varnish (Semigloss): MPI #74, Gloss Level 5, alkyd type.
- B. Interior Varnish (Gloss): MPI #75, Gloss Level 6, alkyd type.

2.7 POLYURETHANE FINISHES

- A. Interior, Oil-Modified, Clear Urethane (Satin): MPI #57, Gloss Level 4.
- B. Interior, Oil-Modified, Clear Urethane (Gloss): MPI #56, Gloss Level 6.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of work.
 - 1. Maximum Moisture Content of Wood Substrates: 15 percent when measured with an electronic moisture meter.
 - 2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes.
 - 3. Begin finish application only after unsatisfactory conditions have been corrected and surfaces are dry.
 - 4. Beginning application of finish system constitutes Contractor's acceptance of substrate and conditions.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates indicated.
- B. Remove plates, machined surfaces, gutters and similar items already in place that are not to be finished. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and finishing.
 - 1. After completing finishing operations, reinstall items that were removed; use workers skilled in the trades involved. Remove surface-applied protection if any.
- C. Clean and prepare surfaces to be finished according to manufacturer's written instructions for each particular substrate condition and as specified.
 - 1. Remove surface dirt, oil, or grease by pressure washing with a detergent solution; rinse thoroughly with clean water and allow to dry. Remove grade stamps and pencil marks by sanding lightly. Remove loose wood fibers by brushing.
 - 2. Remove mildew by scrubbing with a commercial wash formulated for mildew removal and as recommended by stain manufacturer.
 - 3. Countersink steel nails, if used, and fill with putty tinted to final color to eliminate rust leach stains.

- D. Apply wood filler paste to open-grain woods, as defined in "MPI Architectural Painting Specification Manual," to produce smooth, glasslike finish.

3.3 APPLICATION

- A. Apply finishes according to manufacturer's written instructions.
 - 1. Use applicators and techniques suited for finish and substrate indicated.
 - 2. Finish surfaces behind movable equipment and furniture same as similar exposed surfaces.
- B. Apply finishes to produce surface films without cloudiness, holidays, lap marks, brush marks, runs, ropiness, or other surface imperfections.

3.4 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing finish application, clean spattered surfaces. Remove spattered materials by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from finish application. Correct damage by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced finished wood surfaces.

3.5 EXTERIOR WOOD-FINISH-SYSTEM SCHEDULE

- A. Wood Shingle and Shake Substrates (Excluding Roofs):
 - 1. Solid-Color, Solvent-Based Stain System: MPI EXT 6.6C.
 - a. Prime Coat: Exterior oil wood primer.
 - b. Two Stain Coats: Exterior solid-color stain (solvent based).

3.6 INTERIOR WOOD-FINISH-SYSTEM SCHEDULE

- A. Finish Carpentry Substrates:
 - 1. Alkyd Varnish Over Stain and Sealer System: MPI INT 6.3D.
 - a. Stain Coat: Interior wood stain (semitransparent).
 - b. Seal Coat: Alkyd sanding sealer.
 - c. Two Finish Coats: Interior varnish [(semigloss)] [(gloss)].
 - 2. Alkyd Varnish Over Sealer System: MPI INT 6.3J.
 - a. Seal Coat: Alkyd sanding sealer.
 - b. Two Finish Coats: Interior varnish [(semigloss)] [(gloss)].
 - 3. Polyurethane Varnish Over Stain System: MPI INT 6.3E.
 - a. Stain Coat: Interior wood stain (semitransparent).
 - b. Three Finish Coats: Interior, oil-modified, clear urethane [(satin)] [(gloss)].
 - 4. Polyurethane Varnish System: MPI INT 6.3K.
 - a. One Factory-Applied Finish Coat: Matching field-applied finish coats.
 - b. Two Field-Applied Finish Coats: Interior, oil-modified, clear urethane [(satin)] [(gloss)].

END OF SECTION 09 9300