

Project Manual
Interior Remodel
Mc Call Foundation Inc.
883 Main Street Torrington, CT

For

McCall Foundation Inc.
58 High Street
Torrington, CT

June 2, 2026



Boe Studio Architects
19 Tioga Street, Torrington, CT
email: mboestudio@gmail.com
phone: 860-307-6816

Boe Studio Architects
19 Tioga Street
Torrington, CT 06790

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June 2, 2026

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TOC-1 LEGAL AD
June 2, 2026

Project: Interior Remodel, 833 Main Street, Torrington, CT.
for McCall Foundation Inc.

REQUEST FOR BIDS- Contractor needed for Interior Renovation Project. This contract subject to state set-aside and contract compliance, including non-discrimination requirements. Project application, instructions and specifications can be found at www.mccallbhn.org under Projects Out to Bid. McCall is an affirmative action-equal opportunity employer.

Advertising: Republican American Newspaper:
June 2, 2026 through June 5, 2026

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TOC-1 LEGAL AD

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INVITATION TO BID
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00020 INVITATION TO BID

Mc Call Foundation Inc.
Interior Remodel
883 Main Street, Torrington, CT
INVITATION TO BID

The McCall Foundation Inc. will receive sealed bids in duplicate for a single firm fixed price contract for the interior demolition and interior remodel of 883 Main Street, Torrington, CT

Hand Delivered Bids will be received at the offices of McCall Foundation Inc. located at 883 Main Street, Torrington, Ct. up until 11:00 a.m., July 2, 2026, upon which time all bids will be opened and read aloud. An abstract of the bids will be made available to all bidders.

A pre bid walk through shall be held June 10, 2026 at 9:00 am. at 883 Main Street, Torrington, CT. All Contractors are required to attend to review the existing building and current site conditions in order for their bid to be considered in awarding the contract.

A Bid Bond Per A.I.A. document A310, 2010 edition is required for this project by General Contractor.

A Performance and Payment Bond per A.I.A. document A312, 2010 edition is required for this project, and for every subcontractor whose bid is \$50,000.00 or greater.

Contractor to Submit AIA form: A305, Contractor's Qualification

McCall Foundation Inc., reserves the right to reject any or all bids, to waive technicalities, and to award the contract as will best serve the public interest. It is anticipated that the contract will be awarded within 10 days The State of Connecticut has approved the successful bidder, and the contract amount.

"McCall Foundation is an Affirmative Action/Equal Opportunity Employer. Minority/Women's Business Enterprises are encouraged to apply. This contract is subject to state set-aside and contract compliance requirements."

END OF SECTION

IFB-1 INVITATION TO BID

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INSTRUCTIONS TO BIDDERS
June 2, 2026

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883 Main Street, Torrington, CT
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INSTRUCTION TO BIDDERS:

1. BID PROCEDURES

All bids shall be submitted on forms provided by the McCall Foundation addressed to Albert Stokes, McCall Foundation 883 Main Street, Torrington, CT for McCall Foundation Inc." McCall reserves the right to waive informalities or reject any or all bids when such action is deemed in the best interest of the McCall Foundation Inc. The McCall Foundation reserves the right to delete such items, as it deems necessary from these proposals. All exceptions of the bidder to the terms and specification of this bid shall be made in writing and submitted in full with the Bid Form. For all other terms and specification, submission of a bid constitutes acceptance by the bidder.

2. Pre Bid Site Walk Thru Meeting

A mandatory pre bid walk thru for General Contractors will be held at the job site 883 Main Street, Torrington, CT on June 10, 2026 at 9:00 am. Each Bidder is responsible for any information discussed or presented at the pre-bid conference. Each bidder shall examine the work site and become fully acquainted with existing conditions so that the bidder fully understands facilities, difficulties, and restriction involved with this project. Each bidder shall take necessary measurements for this work. Failure of the bidder to become acquainted with the conditions of the job site shall in no way relieve the bidder from any obligation with respect to this bid or the resulting contract. All questions or comments regarding the project shall be presented to Boe Studio Architects, 19 Tioga Street, Torrington, CT or via email: mboestudio@gmail.com

3. General Provisions and Milestone Dates

Site Walk: 883 Main Street, Torrington, CT June 10 , 2026 at 9:00 am

Date of Final Questions: June 26, 2026 at 5:00 pm

Submittal of Bids: July 2, 2026 at 11:00 am

4. Bid Security Bond:

Each General Contractor and Subcontractors bids exceeding \$50,000 bid must be accompanied by a bid bond or by a certified check of the bidder in the amount of **FIVE PERCENT (05%)** of the total bid amount payable to The McCall Foundation Inc. Such bonds or checks will be returned to all bidders, with the exception of the three lowest bidders, within five days after the formal opening of bids, and the remaining checks, or bid bonds for the remaining checks or bid bonds, will be returned to the lowest three bids after the State of Connecticut have reviewed and approved the

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contract and a contract is signed. Return shall be within 48 hours of contract signing. If no contract has been executed, within ninety days after the opening of the bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of acceptance of his bid.

The bid must also be accompanied by a letter from the approved bonding company satisfactory to the owner stating that said bonding company would bond the contractor for one hundred percent (100%) of his total bid amount if said bidder shall be awarded the contract.

General Contractor and Subcontractor shall use Bid Security Bond AIA Document A310, 2010 edition.

5. Power of Attorney

Attorneys in fact who sign bid bonds or contract document must file with each bond a certified copy of their power of attorney to sign bonds.

6. Withdrawal of Bids

Bidders may withdraw the bids by submitting a written or facsimile request of the withdrawal to the Owner, said request being received by the Owner prior to the scheduled bid opening. If the request is made by facsimile, a written confirmation of the request must be prepared by the bidder and mailed to the owner, being postmarked prior to the scheduled bid opening. The bid guaranty of any bidder withdrawing his bid accordance with the foregoing will be returned promptly.

7. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications or other Bid Documents will be made to any bidder orally. Every request for such interpretation should be made in writing addressed to the Architect, and to be given consideration, must be received ten days prior to the scheduled bid opening. Any and all interpretations and any will be in form of written addenda to the Documents which if issued will be emailed to all respective bidders. Contractor to confirm receipt of email and all attachments via email. to mboestudio@gmail.com

8. Alternates and Substitutions

If a bidder wishes to propose an alternate not listed in the Bid Documents, he is requested to state such alternate with his proposal in a conspicuous manner. The bidder's base bid shall be based on the Bid Documents as issued; and a list of any proposed alternate or substitutions and the corresponding unit prices and total amounts to be added to or deducted from, the base bid submitted separately.

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9. Conflicting Provisions

in the event of conflicts or inconsistencies between separate provision of the Bid Document and or the executed Contract, such conflict shall be resolved by applying the following in decreasing order of precedence.

Contractual Matters : 1) Contract-Form of Agreement, 2) Invitation to Bid,
3) Instructions to bidders, 4) special provisions, 5) General Conditions.
Technical Matters: 1) Special Technical Specifications 2) Contract Documents
3) Reference Specifications.

10. Qualifications

The Contractor shall have demonstrate experience by having successfully completed similar projects. This bidder shall provide a list of three (3) similar projects, with telephone numbers and contact persons, prior to the aware of this bid and calendar year project completed. List to be attached to contractors bid. Contractor to be State of Connecticut Department of Administrative Services approved contractor.

12. Lowest Possible Bid

Owner to will award to lowest responsible and qualified bidder. The bidder who is the lowest of the bidders possessing the skill, ability and the integrity to faithfully perform the work .

13. Acceptance and Award of Contract

The Owner will accept one of the submitted bids on each contract, or will reject all bids on any or all contracts. Acceptance of the bid and Notice of Award will be in writing and signed by the owner or designee, and mailed to the address designated in the successful bidder's proposal. The Notice shall contain information and instructions as to the time and place set for execution of the contract. The successful bidder shall appear at the designated time and place to execute the Contract, and furnish all bonds and certificates of insurance.

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14. Liquidated Damages

A. For Failure to Enter into Contract

The successful bidder shall execute and deliver the contract and required bonds within 10 days after he has received notice of the acceptance of his bid. Failure or refusal cause the bidder to forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

B. Liquidated Damages: For this project "Interior Remodel, 883 Main Street, Torrington, CT. The timeline for this project is Substantial completion no later than November 16, 2026.

- a. As a prerequisite to executing a construction contract with the "Lowest Responsible and Qualified Bidder", the Contractor shall agree on the substantial completion date in accordance with the plans, project manual, and other contract documents, taking into consideration average weather conditions, availability of labor delivery of materials and equipment.
- b. If the Contractor neglects, fails or refuses to achieve substantial completion of work by the substantial completion date in the executed construction contract, and such delay is not otherwise excused under this contract, then the Contractor shall agree to pay the Owner a liquidated damage \$1,000.00 for breach of contract for each and every calendar day that the Contractor shall be in default of the project work.
- c. If the Contractor neglects, fails or refuses to achieve substantial completion of work by the substantial completion date in the executed construction contract, and such delay is not otherwise excused under this contract, then the Contractor shall agree to pay the Owner a liquidated damage for breach of contract for each and every calendar day that the Contractor shall be in default of the project work.
- d. Damages due to Contractor's delay are difficult to determine and accurately specify so the Owner shall determine the most accurate amount of liquidated damages for the project subject to DECD concurrence prior to bidding.

15. Bonds

Within twenty days following notice of award, the Contractor and Subcontractors with bids over \$50,000.00 shall furnish Performance and Labor and Materials Payment Bond to the McCall Foundation Inc., for the duration of the contract, covering faithful performance of the contract and payment of obligations arising hereunder. Such bonds shall be equal to one hundred percent (100%) of the full amount of the contract as a guarantee that the terms of the contract shall be complied with in every particular. These bonds shall be issued from a surety company either Licensed or approved by the State of Connecticut Insurance Commissioner and which has an A.M. Best's rating of A-VII or better. These bonds shall clearly state that on default by the Contractor the surety company pay all payables associated with this job that are outstanding

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16. Subcontractors

A list of any and all subcontractors shall be supplied by the Contractor to the McCall Foundation, before works begins. The McCall Foundation has the right to reject any subcontractor(s) and require the Contractor to find an alternative subcontractor.

17. Set Aside: This contract is subject to state contract compliance requirements, including non-discrimination statutes and set aside requirements. State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract be set aside for award to subcontractors holding current certification from the Connecticut Department of Administrative Services. The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

- a. The contractor shall file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Form can be found at:

<https://link.edgepilot.com/s/7d7b96bc/wb0RLHJ-iky9MEj5M6hRzw?u=https://portal.ct.gov/-/media/chro/cc-documents/notificationtobidderspdf.pdf?rev=63ae9bf7406c4ef8b686464466ab8493%26hash=1A95FCD08D0688CFDB09A70B61F68C9A>

18. Insurance

The insurance bidder shall furnish a certificate of insurance to the McCall Foundation Inc, for the following insurance coverage within ten (10) days of the contract execution. All insurance coverage shall be written with an insurance company licensed to conduct business in the State of Connecticut. Insurance coverage shall remain in full force for the duration of the contract term including any and all extensions. Such certificate of insurance shall specify McCall Foundation Inc., 57 High Street, Torrington, CT. will receive 30 days written by Certified United States Mail a notice of any cancellation, non-renewal or reduction in coverage and all limits originally provided. The Contractor shall not commence work until he has obtained all insurance required and such insurance has been approved by the Mc Call Foundation Inc., nor shall the Contractor allow any subcontractor until the insurance required of the subcontract has been obtained and approved.

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Workers Compensation

Coverage A: Statutory

Coverage B: Employers Liability:

Bodily injury by accident	\$100,000 per person
Bodily injury by disease	\$100,000 per person
Bodily injury	\$500,000 aggregate

Comprehensive Commercial Liability

Bodily injury; General Limit	\$2,000,000 aggregate
Products/ Completed Operations	\$1,000,000 aggregate
Personal and Advertising Injury	\$1,000,000 aggregate

Each Occurrence	\$1,000,000 aggregate
Fire Damage Limit	\$100,000 aggregate
Medical Expenses	\$10,000 per person

Premises/Independent Contractors
Contractual/Completed Operations/Products
Contractual/Liability with Broad Form
XCU (explosion/collapse/underground utilities)
Comprehensive Broad Form Liability endorsement or Equivalent

Automobile Liability

Bodily Injury	\$1,000,000 per person
Aggregate	\$1,000,000 per person
Property Damage	\$1,000,000 per person

Coverage:

All owned/non owned/hired/ borrowed
Contractual liability to be included

Contractor must name The McCall Foundation Inc. 58 High Street, Torrington
Connecticut on all certificates and the State of Connecticut as additionally insured.

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18. Hold Harmless Agreement

The Contractor agrees to indemnify, defend hold harmless The McCall Foundation Inc. and it's respective board of director officers, agents and or servants against all demands, claims, actions or causes of actions, losses, damages, liabilities, cost and expenses, including without limitation, interest, penalties, court cost and expenses, including without limitation, interest, penalties, court cost and reasonable attorney's fees, asserted against, resultant to, imposed upon or incurred Mc Call Foundation Inc. by employees and the State of Connecticut from any loss, costs, damages, expenses, judgments, and liability whatsoever kind of nature however so the same may be caused resulting directly or indirectly by an act of omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of sickness and death, personal injury, or damage to property directly or indirectly, including the loss of use resulting there from as permitted by law. The Contractor will be required to sign the enclosed Hold Harmless Agreement as prepared for the McCall Foundation Inc.

1. Any breach by the Contractor or terms and specifications, or
2. Any injuries (including death) sustained by or alleged to have been sustained by the officers, employees, agent and/or the servants of McCall Foundation or the Contractor or subcontractors or material men, or
3. Any injuries (including death) sustained by or alleged to have been sustained by any member of the public or otherwise any and all persons, or
4. Any damage to property, real or personal, caused in whole or part by acts of omissions of the Contractor any subcontractor or any material men or anyone directly or indirectly or indirectly employed be them while engaged in the performance of any work for The McCall Foundation Inc.

19. Laws and Regulations

The bidder's attention is directed to the fact that all applicable State of Connecticut and City of Torrington CT, rules, ordinances and regulation of all authorities having jurisdiction over construction work in Torrington, CT shall apply to the contract throughout, and deemed to be included herein as if written out in full.

20. Approvals

The Contractor shall be responsible for obtaining all necessary permits and approvals from the City of Torrington, as required to complete the work in accordance with the improvement plans and other Contract Documents. The Owner will assist within it means in the approval process. However, any delays to the Contractor or the project, or any action against either due to failure to obtain necessary approvals, or to do so in a

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timely manner, or due to the Contractors lack of knowledge of the necessary approvals or the approval process, remain solely the responsibility of the Contractor.

21. Hazardous Materials

The Contractor, when providing, using, storing, delivering or disposing of any toxic, hazardous or material in advance of conducting any work and is responsible for protecting the Contractor's own employees, those for McCall Foundation and it's agents from the hazards associated with such materials. The Contractor shall furnish direction, per cautions, or training, provide or made available from the supplier of the materials, or other acceptable source, for use by all persons who may be subject to the hazard, The Contractor shall comply with all applicable regulation and laws. The Contractor shall dispose of any hazardous or toxic substances in accordance with all applicable regulation and laws, including E.P.A. and D.O.T., and shall provide the Town with the appropriate generator E.P.A number. The Contractor shall do all things necessary to insure that there will be no discharge, spillage, uncontrolled loss, seepage or filtration of any hazardous or toxic waste on site caused y the Contractors operations. The contractor is responsible for any and all cost and liabilities associated with the clean-up of any spillage, ect or required by any regulating authority, and hold the McCall Foundation Inc. harmless.

22. Safety and Health Regulations

These construction document, and the joint and several phases of construction hereby contemplated are to be governed at all time, by applicable provision of the federal law(s), including but not limited to, the latest amendments of the following:

- 1) William-Steiger Occupational Safety and Health Act of 1970, Public law 91-956
- 2) Part 1910- Occupational Safety and Health Standards, Chapter SVII of Title 29, Code of Federal Regulations; Part 1926 (formally Part 1518)- Safety and Health Regulations for Construction, Chapter XIII of Title 29, Code of Federal Regulations.

23. Sales Taxes

The owner is exempt from Connecticut Sales Taxes on materials and equipment to be incorporated in this work. The Contractor may purchase material or supplies to be consumed in the performance of this contract without payment of tax not included taxes in his Contract Price. Contractor shall obtain Tax exception number from the McCall Foundation Inc.

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24. Obligation of Bidder and Inspection of Site

Prior to bid submittal, it is the responsibility of each bidder to visit the project site and verify and become familiar with existing site conditions and other site attributes, which may affect performance of the proposed work. It is also the bidder's responsibility to understand and be thoroughly familiar with the terms, obligations and requirements of the improvement plans, specification, and all of the Bid Documents, and applicable Torrington City Codes, State of Connecticut Building and Fire Codes 2022, and Federal Laws, codes, regulations and requirements, and to make due allowance in his bid for all contingencies. Submittal of A Bid Proposal shall be considered evidence that the bidder has met these responsibilities. The failure or omission of any Bidder to receive or examine any form any obligation in respect to his bid. If any omissions, errors or other inconsistencies are noticed in the Bid Documents, it is the responsibility of the bidder to call them to the attention of the Architect Prior to the Bid Proposal so they can be addressed in an addendum.

25. Protection

Precaution for the protection of person and property must be exercised at all times. The safety provisions of applicable laws, as well as building, fire and construction codes, shall be observed at all times. The Contractor shall take such additional safety and health measures are reasonable necessary.

26. Utilities

Contractor shall provide electrical construction meter until Electrical Panels are installed in building and activated. There is currently domestic water and sewer in the building. Contractor should provide portal-let for contractor and subcontractors use. Gas is to be terminated to the Main House.

27. Storage and Handling

All materials and equipment shall be delivered, handled and stored in a manner, which prevents the intrusion of foreign materials and damage, by breakage or weather. All equipment shall be stored in a clean, dry location. Material that is damaged shall be replaced with new material at no additional cost to the McCall Foundation Inc.

28. Condition

All materials shall be new and unused prior to installation by Contractor. All items installed shall be completely and properly functional, and installed to the full satisfaction of the McCall Foundation and the Architect Boe Studio Architects, and Acorn Engineering.

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29. Scheduling

The contractor shall start work on this project within thirty days after the receipt of a signed contract from the McCall Foundation. Failure to start work within this period shall be sufficient grounds to all the McCall Foundation Inc to declare the lowest bidder "non-responsive" and award this bid to the next lowest bidder. Should this occur, the McCall Foundation will not be responsible for reimbursing the non-responsive bidder any cost incurred. Work on this project by the Contractor shall be continuous, as permitted by weather conditions, once it has begun. Failure to do this is sufficient grounds for termination of the contract.

30. Appearance

All work shall be performed in a workmanlike and professional manner and shall be left with a neat appearance. All areas of disturbance or damage adjacent to the project limits including building facades or other such surfaces not identified as part of this work shall be restored to their original condition at no additional cost to the McCall Foundation.. If Contractor fails to restore any such a damage areas, the McCall Foundation Inc. shall have them corrected and bill the Contractor accordingly. All installations shall be performed in conformance with manufacturer guidelines and appropriate build and fire codes as applicable. All work shall be performed to the satisfaction of the Foundation.

31. Warranty

The contractor shall provide the McCall Foundation all warranty data and document for all material to be provided.

32. Termination

All work done as a result of this bid shall be completed to the satisfaction of the McCall Foundation Inc. It reserves the right to terminate this agreement upon written notice of failure by the Contractor to provide service to the satisfaction of the Mc Call Foundation.

33. Cleanup

Removal of material to be placed is the responsibility of the Contractor. All accumulated rubbish shall be removed daily from the building and adjacent areas by the Contractor and placed in Contractor provided Dumpster. Dumpsters are to be removed from site when full. Cover Dumpsters as required to prevent debris from blowing out of dumpster when full. Any flammable rubbish shall not be burned on site but shall be hauled away. Contractor shall leave the work area(s) clean and ready for use at end of project. If the Contractor fails to properly clean up the job site the Mc Call Foundation may do or hire another firm of its choosing to do so. In either case, the cost of cleanup shall be billed to Contractor.

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36. Owner Occupied Building

The building will be occupied during the full course of the project twenty four hours a day, seven days a week. Contractors to be respectful of staff on duty when working.

37. Caution Tape

Provide caution tape as required to provide warning of any dangerous area of the construction site.

38. Restroom Usage

Contractor shall provide temporary portable bathrooms for workers to use. Which are to be maintained by the Contractor. Bathrooms in building are is not to be used by Contractor staff. Portable bathrooms are to be maintained and emptied on a regular basis by Contractor or Portable bathroom subcontractor, coordinate location with Ray Donaghue, McCall Director of Facilities.

39. Proposal Questions

Any questions pertaining to the scope of the work or content of procedure for submitted be directed to Michael Boe, Architect. Questions by email, or letter to be received no later than June 26, 2026, at 5:00 pm. Architect will acknowledge receipt of questions via email. Contractor questions must include and e-mail address as the responses will be sent to all bidders at the same time via e-mail. Any emails questions received after that date and time will not be answered.

Contact information is as follows:

Michael Boe, Architect
Boe Studio Architects
19 Tioga Street
Torrington, CT 06790
860-307-6816 (phone)
mboestudio@gmail.com

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40. Scope of Work Change

The Mc Call Foundation Inc. reserves the right to change the scope of the project after the bid is awarded, without penalty to the Mc Call Foundation. All changes in scope will be issued in writing by Michael Boe, Architect.

41. Receipt Deadline and Opening:

Bid Return Envelope: Bidders shall submit bids in an envelope clearly marked, with the bid title and opening date to prevent a sealed bid from being opened prior to the opening date. Any bid not so marked and opened by The Mc Call Foundation shall be rejected.

The following forms must be submitted in the return envelope:

- A. Bid Bond, with letter from bonding company
- B. Bid Proposal lump sum fee
- C. Contractors list of completed projects and references
AIA form 305 Contractors Qualifications.
- D. Hold Harmless Agreement and Supplemental Agreement
- E. Non Collusion Form
- F. Non Discrimination Form.
- G. Project Time Schedule
- H. Schedule of Values
- J. Certificate of Insurance covering liability and workers' compensation
and builder's risk.

Mail or deliver this entire completed bid package in a sealed envelope. It is to be received no later than 11 am, JULY 2, 2026

Albert Stokes, Property & Project Coordinator
The McCall Foundation, INC.
883 Main Street Street
Torrington, CT 06790

To Be noted on the outside of Envelope:

DO NOT OPEN UNTIL 11 am., July 2, 2026.

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40. Supplemental Agreement

The contractor is an independent contractor and neither the Contractor nor its employees nor the Contractor's Subcontractors(s) under any circumstances, will be considered servants or agents of the McCall Foundation Inc. and at no time legally responsible for any negligence or other wrong doing by the Contractor, its servants or agents or the Subcontractors(s). The McCall Foundation Inc. will not withhold from contract payments to the Contractor any Federal or State unemployment taxes, Federal or State Income taxes, Social Security tax, or any other amount for benefits to the Contractor. The lump sum or unit charges for service provided does not represent gross wages and further the McCall Foundation will not provide the Contractor any insurance coverage or other benefits, including Worker's Compensation. The contractor shall sign the enclosed Supplemental Agreement prepared by the McCall Foundation Inc.

41. Schedule of Values

The successful general contractor shall submit schedule of values Aligned with CSI Divisions, before start of Construction

42. Project Time Schedule

The successful general contractor shall provide projected project schedule which is to be updated monthly. Submit. at time of payment request.

43. Record Documents

General Contractor to provide As Built Drawings of all trades in PDF Format.

44. General Contractor and Suppliers Release of waiver of Liens.

General Contractor to Provide monthly when making payment application, releases of waiver of Liens at time of payment application for the previous billing payment period.

45. Subcontractors and Suppliers Release of waiver of Liens.

Subcontractor to submit to General Contractor monthly when making payment application, releases of waiver of Liens at time of payment application for the previous billing payment period.

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46. Prevailing Wages if contract amount exceeds one hundred thousand dollars.

The wages paid on an hourly basis to any person performing the work of a mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (i) of the section of 31-35, shall be at a rate to the rate customary or prevailing for the same construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair project is being undertaken. Any contractor who is not obligated by this agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer, or works as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

47. Retainage.

A five percent (5%) retainage on each progress payment will be withheld. After project completion and certificate of occupancy has been issued by the City of Torrington's Building official, all corrective work has been performed, and Contractor's Affidavit of Release of Liens (AIA form G706A) and lien waivers from major subcontractors and suppliers, the Contractor may request the balance of the retainage. All documentation to the satisfaction of State of Connecticut Department of Economic Development, prior to the release of the five percent (5%) of the total amount of owner approved invoiced billings.

48. Project Sign

Project sign to be provided and installed and removed by McCall Foundation Inc.

Boe Studio Architects
19 Tioga Street
Torrington, CT 06790

BID PROPOSAL
June 2, 2026

Interior Remodel
883 Main Street, Torrington, CT
For
McCall Foundation Inc.
Page BP-1 of BP-8

**ITEMIZED PROPOSAL FOR INTERIOR REMODEL
883 MAIN STREET, TORRINGTON , CT**

TO: McCall Foundation Inc. 58 High Street, Torrington, CT

The Contractor in submitting this Lump Sum Bid declares that he and the entity on behalf of which this bid is made is or they are the only persons interested in said Bid; that the bid is made without any connection with any other person making another bid for the same contract; that the Bid is in all respects fair and without collusion, fraud or mental reservation; and that no official or employee of the McCall Foundation is directly or indirectly interested in Said Bid or in the supplies or work to which it relates, or in any portion profits thereof.

The undersigned also hereby declares that he has, either for himself or in behalf of the entity he represents, carefully examined the plans, specification, and form of the contract for this Project, has personally inspected the actual location of the work together with local source of supply, and is satisfied as to all the quantities and conditions, and understands that in signing this proposal he or the entity that he represents waive all rights to plead any misunderstanding regarding the same.

The undersigned further understands and agrees that he is to furnish and provide for the respective item price bid, all necessary material, machinery, implements, tools, labor, services and other item of whatever nature, and to do and perform all work necessary under aforesaid conditions to complete the improvement of the aforementioned project, which plans and specifications it is agreed are part of this proposal, and to accept in full compensation, therefore, the amount of the summation of the products of the approximate quantities multiplied by unit prices bid. This summation will hereinafter be referred to as Gross Sum Bid.

The undersigned further signed further agrees to accept the aforesaid unit bid prices in compensation for any addition or deductions caused by any variation in quantities due to more accurate measurement, or by and changes or alteration in the plans of specification of the work and for use in the computation of the value or the work performed for monthly estimates.

A certified check, bank cashier's check or Bid Bond payable to McCall Foundation Inc. shall accompany every proposal in the amount of Five (5%) percent of the Bid.

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BID PROPOSAL
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Accompanying this Proposal is a certified check or bank cashier's check or Bid Bond payable to the McCall Foundation Inc. in the amount of \$_____. In case the Bid proposal, and the undersigned shall fail to execute the contract, the monies represent by such certified check or bank cashier's check or Bid Bond shall be regarded as liquidated damages and shall be forfeited and become the property of the McCall Foundation. Said checks or Bid Bond shall be returned to the successful bidders upon the Award of the Contract.

When work is required in which no specific payment is listed in the Proposal Form, the cost of such work shall be included in the unit prices bid. All unit prices, lump sums, ect listed in the Bid proposal are firm and not subject to change for ninety (90) calendar days from when bid is opened on July 2, 2026.

1. The Undersigned, having examined the proposed Contract Documents
titled: Interior Remodel
263 Migeon Avenue, Torrington, CT
for
McCall Foundation, Inc.

and having visited the site as part of the mandatory site visit and examined the conditions affecting the Work, hereby proposes and agrees to furnish all labor and materials, equipment, and to perform operations necessary to complete the Work as required by said Contract Documents, for the stipulated sum of

Lump Sum Bid _____ Dollars

(\$ _____)

Lump Sum Bid Alternate One Bid _____ Dollars

(\$ _____)

2. When work is required in which no specific payment is listed in the proposal form, the cost of such work shall be included in the unit prices bid. All unit prices, lump sum, ect. listed in the Bid Proposal are firm and not subject to change for Ninety (90) Calendar days from the day bids are opened, July 2, 2026. Provide list of Unit Prices with Bid Form Providing item name, unit of value anticipated amount of work.

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BID PROPOSAL
June 2, 2026

Interior Remodel
883 Main Street, Torrington, CT
For

McCall Foundation Inc.

Page BP-3 of BP-8

3. Within ten (10) calendar days from the date of a Notice of Acceptance for this proposal, the undersigned agrees to execute the Contract and to furnish to Albert Stokes @ the McCall Foundation Inc, 58 High Street, Torrington, CT a satisfactory "Faithful Performance Bond" and "Labor and Material Bond" in the amount of 100 percent of the contract price.
4. Prior to executing the contract Contractor and Owner shall agree on date of substantial completion of this project. Owner is anticipating substantial completion shall be substantially complete no later than November 16, 2026. Liquidated Damages shall be one thousand dollars (\$500.00) per calendar day for breach of contract if project is not substantially complete no later than November 16, 2026.
5. The Bidder Acknowledges receipt of Addenda listed bellow and further acknowledges that the provision of each Addendum have been include in the preparation of this Bid.

6. Acknowledge Receipt of Addendum:

Addendum No.

Date Received

COMPANY NAME (BIDDER) _____

Address of Bidder: _____

Phone No: Area Code () _____

7. The undersigned understands and agrees to comply with and be bound by the instructions of bidders issued in this Work.

Printed Name: _____

Title of Company: _____

Address: _____

Boe Studio Architects
19 Tioga Street
Torrington, CT 06790

BP-3 BID PROPOSAL

BID PROPOSAL
June 2, 2026

Interior Remodel
883 Main Street, Torrington, CT
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Signature of Bidder: _____ (Date) _____

Typed or hand lettered Name of Bidder:

Typed or hand lettered Title of individual Signing as Bidder

Names, Titles and Addresses of Members of Firm:

Name associated with State of Connecticut

Contractor License: _____

PB-4 BID PROPOSAL

Boe Studio Architects
19 Tioga Street
Torrington, CT 06790

BID PROPOSAL
June 2, 2026

Interior Remodel
883 Main Street, Torrington, CT
For

McCall Foundation Inc.
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Hold Harmless Agreement

The Contractor named below agrees that it will indemnify and hold harmless the McCall Foundation Inc. and its respective officers, agents and employees, The State of Connecticut from any loss, cost, damages, expenses, judgments and liability whatsoever kind of nature however the same may be caused resulting directly or indirectly by any neglect act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable resulting in bodily injury including sickness and death, personal injury of damage to property directly or indirectly, including the loss of use resulting there from a permitted by law, unless to the extent caused by Mc Call Foundation Inc.

Supplemental Agreement

The Contractor named below is an independent contractor and neither the Contractor nor its employees nor the Contractor's subcontractors under any circumstances, will be considered servants or agents of the McCall Foundation Inc. and the McCall Foundation Inc. will be at no time legally responsible for any negligence or other wrong doing by the Contractor, its servants or agents or the Contractor's subcontractors. The Mc Call will not withhold from the contract payments the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. The lump sum or unit charges for services provide does not represent gross wages and further the McCall Foundation will not provide the Contractor any insurance coverage or other benefits, including Worker's Compensation.

State of Connecticut)

) ss:

County of)

Signed: _____

Print Name: _____

Title: _____

Company: _____

Address: _____

Subscribed and sworn to before me on

this _____ day of _____, 2024

Notary Public: _____

BP-5 BID PACKAGE

Boe Studio Architects
19 Tioga Street
Torrington, CT 06790

BID PROPOSAL
June 2, 2026

Interior Remodel
883 Main Street, Torrington, CT
For
McCall Foundation Inc.
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NON-CONCLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)

County of _____)

_____ being first duly sworn,
(Individual's Name)

deposes and says :

1. They are _____ the
(Official Title of Cooperative Officer, Agent or Individual)

Bidder who has submitted the attached Bid for: Remodel 263 Migeon Avenue,
Torrington, CT for The McCall Foundation Inc. and they having read, understood, and
agreed to all the terms and provisions thereof, signed this affidavit: and the
accompanying bid: and that such bid is genuine and not a sham or collusive or made in
the interest or on behalf of any person not there named; and that said Bidder has not
directly or indirectly, induced or solicited any other Bidder to put in a sham bid, or any
other person, firm or corporation to refrain from bidding and that said Bidder has not in
any manner sought by collusion to secure said Bidder any advantage over any other
Bidder; and that said Bidder has not otherwise taken any action to restraint of free
competitive bidding in connection with said bid.

2. He is fully informed respecting the preparation and contents of the attached bid.

State of Connecticut)

County of _____) ss:
Signed: _____

Print Name: _____

Title: _____

Company: _____

Address: _____

Subscribed and sworn to before me on _____

this _____ day of _____, 2026

Notary Public: _____

BP-6 BID PACKAGE

Boe Studio Architects
19 Tioga Street
Torrington, CT 06790

BID PACKAGE
June 2, 2026

Interior Remodel
883 Main Street, Torrington, CT
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BP-7 of BP-8

NONDISCRIMINATION CERTIFICATION
Representation by Entity

Written representation that complies with the Nondiscrimination agreements and warranties with the Connecticut General I Statutes ss/ss 4a-60 (a)(1) and 4a-60a (a) (1) as amended.

Instructions:

For use by and entity (corporation, limited liability company, or partnership, when entering into any contract type with The McCall Foundation Inc. 58 High Street, Torrington, CT.

Representation of an Entity:

I, _____, _____ of _____
(Authorized Signatory) (Title) (Name of Entity)

An entity duly formed and existing under the laws of _____
(Name State Commonwealth)

Represent that I am authorized to executer and deliver this representation on behalf of

_____ and that _____ has a
(Name of Entity) (Name of Entity)

Policy in place that complies with the non discrimination agreements and warranties of Connecticut General Statutes ss/ss 4a-60(a)(1) and 4a-60(a)(1) as amended.

(Authorized Signatory)

(Date)

(Print Name)

BP-7 BID PACKAGE

Boe Studio Architects
19 Tioga Street
Torrington, CT 06790

BID PACKAGE
June 2, 2026

Interior Remodel
883 Main Street, Torrington, CT
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NONDISCRIMINATION CERTIFICATION
Representation by Individual

Written representation that complies with the Nondiscrimination agreements and warranties with the Connecticut General Statutes ss/ss 4a-60 (a)(1) and 4a-60a (a) (1) as amended.

Instructions:

For use by an individual who is not and entity (corporation, limited liability company, or partnership) when entering into any contract type with the McCall Foundation Inc, 58 High Street, Torrington, CT, regardless of contract value. Submit to Mc Call Foundation 58 High Street, Torrington, CT. 06790

Representation of an Individual:

I, _____, of _____
(Signatory) (Business Address)

Represent that I will comply with the nondiscrimination agreements and warranties of Connecticut General Statutes ss/ss 4a-60 (a)(1) and ss/ss 4a-60 (a)(1) as amended.

(Signatory)

(Date)

(Printed Name)

PB-8 BID PACKAGE

Boe Studio Architect
19 Tioga Street
Torrington, CT 06790

Contract Form Agreements/Bonds
June 2, 2026

Interior Remodel
883 Main Street, Torrington, CT
For
McCall Foundation Inc.
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CONTRACT-FORM OF AGREEMENT/BONDS

FORM OF AGREEMENT BETWEEN CONTRACTOR AND OWNER

AIA DOCUMENT A-101-2017, STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR WHERE THE BASIS OF PAYMENT IS A STIPULATE SUM SHALL BE USED AS THE BINDING CONTRACT FOR THIS PROJECT IN CONJUNCTION WITH AIA-201-2017, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, AS AMENDED BY REMODEL OF 263 MIGEON AVENUE PROJECT MANUAL, SUPPLEMENTARY GENERAL CONDITIONS.

Bid Security Bond, A.I.A Document A310, 2010 shall be used for this project.

Performance Bond and Payment Bond, A.I.A. Document A312, 2010, edition shall be used for this project.

These documents can be found online: aiacontracts.com

Boe Studio Architect
19 Tioga Street
Torrington, CT 06790

Contract Form Agreements/Bonds
June 2, 2026

Interior Remodel
883 Main Street, Torrington, CT

For
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The contractor and the Owner for themselves, their successors, executors and administrators and assigns hereby agree to the full performance of the covenants herein contained.

Article 4. Notice to Proceed, Time of Completion:-The Contractor shall agree to commence work within (10) calendar days after receipt of the " Notice to Proceed" from Owner. Such Notice may be sent after execution of this Agreement (also referred to as the "Contract") Time of substantial completion November 16, 2026.

The Contractor shall agree to complete the work within agreed period of time from receipt of the "Notice to Proceed." The date of completion shall be known as the "Date of Substantial Completion" when all construction is sufficiently complete in accordance with the Contract Documents, so the Owner can occupy or utilize the work or designated portion thereof for the use which it is intended, and work is properly finished to provide the appearance intended, and the Certificate of Completion is issued by the Owner to the Contractors, and the project building permits have closed out by the City of Torrington Building Department.

The Contractor shall prosecute the work continuously until completion. The rate of progress for any given Stage of work shall at be at least that shown on the "Schedule of Progress" which is submitted to the Architect by the Contractor in a form satisfactory to the Engineer prior to execution of this Agreement.

In general, work shall be prosecuted continuously throughout the term of the contract, including the winter season, except those dates specifically noted the Special Conditions. The Contractor will be expected to keep work going whenever possible. The Architect will determine when the conditions are unfavorable for work, or for any portion thereof, and may order the work be suspended on any part of all portions of the Contract when in his opinion, the conditions are not or as will insure first class work.

The Contractor shall further agree that the Date of Completion of the Project Work is a reasonable time for completion of the work contemplated in accordance with the Contract Plans, Specification, and other Contract Documents, taking into consideration average weather conditions, availability of labor and delivery of materials and equipment.

CON-2 CONTRACT FORMS AGREEMENT/BONDS

Boe Studio Architect
19 Tioga Street
Torrington, CT 06790

Contract Form Agreements/Bonds
June 2, 2026

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883 Main Street, Torrington, CT
For
McCall Foundation Inc.
CON-3 of CON-14

The owner, however, may accept work the work if there has been such a degree of completion as will, in the Owner's opinion, make the project reasonably safe, fit and convenient for the use and accommodation for which it was attended.

Article 5. GUARANTEE:- The Contactor guarantees the work done under this contract and the materials furnished by him and used in the work are free from defects, and guarantee is for a term of one year from and after the date of the Certificate of Project Completion. It is agreed an understood that the Contractor will at any time during this one year period, upon notification in writing from the Architect, and without expense to the owner, immediately execute all repairs which may be necessitated, as determined by the Architect, by reason of any defective material used therein, or by defective workmanship, or by reason of normal use of functioning of all facilities constructed under this contract.

The owner reserves the right to retain up to five percent (5%) of the Total Contract Price, and to hold such retainage the duration of the project. At time when Certificate of Substantial Completion. Contractor shall provide Contractors Affidavit of Release of Liens (AIA form G706A-1994) and lien waivers from major contractors and supplier, Contractor may request balance of retain age. If these are not provided retain age cannot be paid out till ninety-one days after the Date of Substantial Completion and State of Connecticut Department of Economic Development reviews and signs off on project..

Article 6. HOLD Harmless AGREEMENT-

The Contractor named below agrees that it will indemnify and hold harmless the McCall Foundation Inc. and its elected respective officers, agents and employees, The State of Connecticut from any loss, cost, damages, expenses, judgments and liability whatsoever kind of nature however the same may be caused resulting directly or indirectly by any neglect act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable resulting in bodily injury including sickness and death, personal injury of damage to property directly or indirectly, including the loss of use resulting there from a permitted by law, unless to the extent caused by McCall Foundation Inc.

CON-3 CONTRACT FORMS AGREEMENT/BONDS

Boe Studio Architect
19 Tioga Street
Torrington, CT 06790

Contract Form Agreements/Bonds
June 2, 2026

Interior Remodel
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This Agreement shall be binding on and insure to the benefit of the parties hereto and to their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

OWNER : McCall Foundation Inc.

By: _____ Title _____

Printed Name: _____

Signed in the presence of: _____

Printed Name: _____

CONTRACTOR:

By: _____ Title _____

Printed Name: _____

Signed in the presence of: _____

Printed Name: _____

CON-4 CONTRACT FORMS AGREEMENT/BONDS

Boe Studio Architect
19 Tioga Street
Torrington, CT 06790

Contract Form Agreements/Bonds
June 2, 2026

Interior Remodel
883 Main Street, Torrington, CT
For
McCall Foundation Inc.
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ACKNOWLEDGEMENT OF PRINCIPAL, (IF A CORPORATION)

STATE OF _____)

COUNTY OF _____)

On this _____ day of _____,
before me, personally came and appeared known, who, being by me
duly sworn, did depose and say he is the

_____ of _____ the
corporation described in and which executed the foregoing instrument;
that he knows the seal of said corporation: that one of the impressions
affixed to said instrument is an impression of such seal: that it was so
affixed by order of the director of said corporation, and that he signed his
name thereto by like order.

SEAL:

Boe Studio Architect
19 Tioga Street
Torrington, CT 06790

Contract Form Agreements/Bonds
June 2, 2026

Interior Remodel
883 Main Street, Torrington, CT
For
McCall Foundation Inc.
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ACKNOWLEDGEMENT OF PRINCIPAL, (IF A PARTNERSHIP)

STATE OF _____)

COUNTY OF _____)

On this _____ day of _____,
before me, personally came and to me known and known to me to be
one of the members of the firm of _____

_____ described in and who executed the foregoing instrument and he
acknowledged to me that he executed the same as and for the act and
deed of said firm.

SEAL:

Boe Studio Architect
19 Tioga Street
Torrington, CT 06790

Contract Form Agreements/Bonds
June 2, 2026

Interior Remodel
883 Main Street, Torrington, CT
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ACKNOWLEDGEMENT OF PRINCIPAL, (IF A INDIVIDUAL)

STATE OF _____)

COUNTY OF _____)

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

SEAL:

Boe Studio Architect
19 Tioga Street
Torrington, CT 06790

Contract Form Agreements/Bonds
June 2, 2026

Interior Remodel
883 Main Street, Torrington, CT
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CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned _____, the
duly authorized and acting legal representative of the McCall
Foundation Inc.

Hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the
manner of executing thereof, and I am of the opinion that each of the
aforesaid agreements has been duly executed by proper parties
thereto acting through their duly authorized representatives: that said
representatives have full power and authority to execute said
agreements on behalf of the representative parties name thereon:
and that the foregoing agreements constitute valid and legally binding
obligation upon the parties executing the same in accordance with
terms, condition and provisions thereof.

Date: _____

Boe Studio Architect
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Contract Form Agreements/Bonds
June 2, 2026

Interior Remodel
883 Main Street, Torrington, CT
For
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Provided, further, that the said Surety, for value received, hereby stipulates and agrees to no charge, extension of time, alteration or addition to the terms of the contract or to the work to be performed hereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the

_____ day of _____, 2026..

ATTEST:

By: _____

(Principal Secretary)

SEAL

Witness as to Principal _____

(Address- Zip Code) _____

ATTEST:

By: _____
(Surety) Secretary Attorney

SEAL

Witness as to Surety _____

(Address- Zip Code) _____

CON-9 CONTRACT FORMS AGREEMENT/BONDS

Boe Studio Architect
19 Tioga Street
Torrington, CT 06790

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Interior Remodel
883 Main Street, Torrington, CT

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McCall Foundation Inc.
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CONTRACT-FORM OF AGREEMENTS/BONDS
PERFORMANCE PAYMENT BOND

KNOWN ALL MEN BY THESE PRESENTS: That we _____

_____ a _____
(Name of Contractor) (Corporation, Partnership or Individual)

hereinafter called "PRINCIPAL" AND _____
(Surety)

of _____, State of _____

hereinafter called "SURETY", are held and firmly bound to the McCall Foundation Inc. ,
hereinafter known called "Owner" in a penal sum of

_____ Dollars _____)
in lawful money of the United States, for he payment of which sum well and truly to be
made to bind ourselves, our heirs, executors, administrators, and successors jointly and
severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such the _____ Day of _____;
2026, copy of which is hereto attached and made a part hereof for the construction of

INTERIOR REMODEL 883 MAIN STREET, TORRINGTON, CT

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform it duties, all the
undertakings, covenants, terms and conditions and agreements of said contract during
the original term thereof, and any extension thereof which may be granted by the Owner.
with or without notice to the Surety, and if he shall satisfied all claims and demands
incurred under such contract and shall fully indemnify and save harmless the Owner may
incur in making good any default, and shall promptly make payment to all persons, firm
subcontractors, and corporations furnishing materials for or performing labor in the
prosecution of the work provided for in such contact, and any authorized extension or
modification thereof, including all amounts due for materials, lubricants, oil, gasoline,
coal, repairs on machinery, equipment and tools, consumed or used in connection with
the construction of such work, and All insurance premiums on said work, and for all
labor performed in such work whether by subcontractor or otherwise, then this obligation
shall be void, otherwise remains in full force and effect.

Provided, further, that the said Surety, for value received, hereby stipulates and agrees
that no charge, extension of time, alteration or addition to the terms of the contract or to
the work to be performed hereunder or the specifications accompanying the same shall
in any way affect its obligation on this bond, and it does hereby waive notice of such

CON-10 CONTRACT FORMS AGREEMENT/BONDS

Boe Studio Architect
19 Tioga Street
Torrington, CT 06790

Contract Form Agreements/Bonds
June 2, 2026

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For
McCall Foundation Inc.
CON-11 of CON-14

change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications

PROVIDER FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts,
each one of which will be deemed and original, this the _____ day of
_____, 2026.

ATTEST:

By: _____
(Principal Secretary)

SEAL

Witness as to principal _____
(Address-zipcode) _____

ATTEST:

By: _____
(Surety) Secretary Attorney

SEAL

Witness as to Surety _____
(Address-zipcode) _____

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership all partners should execute the bond.

CON-11 CONTRACT FORMS AGREEMENT/BONDS

Boe Studio Architect
19 Tioga Street
Torrington, CT 06790

Contract Form Agreements/Bonds
June 2, 2026

Interior Remodel
883 Main Street, Torrington, CT

For
McCall Foundation Inc.
CON-12 of CON-14

BOND NO. _____

LABOR AND MATERIAL PAYMENT BOND

Note: This bond is issued simultaneously with another Bond in favor of the Owner conditioned for the full and faithful performance of the Contract.

KNOWN ALL MEN OF THESE PRESENTS:

That _____

As Principal (hereinafter called Principal) and, _____

_____ as Surety (hereinafter called Surety) are held and firmly bound to the McCall Foundation Inc. (herein called Owner) for the use and benefit of claimants as herein below defined; in the amount of

and benefit of claimants as herein below defined; in the amount of _____

Dollars (\$_____). for the payment where of Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, principal has written agreement dated _____, _____

entered into a Contract with Owner for the construction of REMODEL 263 MIEGON AVENUE, TORRINGTON, CT. which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW THEREFORE, the condition of this obligation is such that, if said Principal shall promptly pay for all materials furnished and labor supplied or performed in the prosecution of the work included in and under the aforesaid Contract, whether or not the material or labor enters into and becomes a component part of the real asset, then this obligation shall be null and void otherwise it shall remain and be in full force and effect.

PROVIDED, that any alterations which may be made in terms of the Contract or in the work to be done under it, or the giving by the Oblige of an extension of time for the performance of the Contract, or any other forbearance on part of either Oblige or the principal to the other shall not in any way release the Principal and the Surety or either or

CON-12 CONTRACT FORMS AGREEMENT/BONDS

Boe Studio Architect
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McCall Foundation Inc.
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any of them, their heirs, executors, administrators, successor or assigns from their liability hereunder, not to the surety of any such alterations, extensions for forbearance being hereby waived.

Any party, whether a subcontractor or otherwise, who furnished material or supplies or performs labor of services in the prosecution of the work under said Contract, and who is not paid therefore, may bring a suit on this bond in the name of the person suing, prosecute the same to a final judgment and have execution thereon for such sum as may be justly due.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument

under their several seals this _____ day of _____, _____, the name and corporate seal of each corporation partly being hereto affixed and these presents signed by its undersigned representative, pursuant to authority of its governing body.

In the presence of:

(Individual Principal)

(seal)

(Business Address)

ATTEST:

BY: _____
(Corporate Principal)

(Affix Corporate Seal)

(Business Address)

ATTEST:

BY: _____
(Business Address)

(Affix Corporate Seal)

Countersigned by:

Attorney-in-Fact, State of _____

Power-of-Attorney for person signing for Surety Company must be attached to Bond.

CON-13 CONTRACT FORMS AGREEMENT/BONDS

Boe Studio Architect
19 Tioga Street
Torrington, CT 06790

Contract Form Agreements/Bonds
June 2, 2026

Interior Remodel
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McCall Foundation Inc.
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CONSTRUCTION CONTRACT AND MONITORING
COMPLIANCE CERTIFICATION

GRANTEE: _____

PROJECT NAME AND MUNICIPALITY: Interior Remodel 883 Main Street,
Torrington, CT.

I, _____, and as the responsible grantee do hereby
certify that the bid results shall be reviewed by a licensed professional engineer or
architect for the above project and certify the following:

1. The qualifying design professional shall assess and tabulate all of the bids and shall make a recommendation to award the bid to the lowest responsible bidder whose bid shall be the lowest of those bidders possessing the skill, ability and integrity necessary to faithfully perform the work.
2. The required bid result documentation shall be submitted to DECD at the completion of bidding before the grantee moves forward with executing the construction contract.
3. The lowest responsible bidders executed contract, grantee's authority to execute, and all other documentation required by the DECD once the general contract is executed shall be forwarded to the DECD before construction commences,
4. It shall be the responsibility of the grantee to provide construction oversight and inspection on the project by following all of the procedures and submitting all of the documentation indicated in the Construction Monitoring Procedures.

Signed _____

Title: _____

Address: _____

Telephone: _____ Date: _____

CON-14 CONTRACT FORMS AGREEMENT/BONDS

Boe Studio Architects
19 Tioga Street
Torrington, CT 06790

GENERAL CONDITIONS
June 2, 2026

Interior Remodel
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GENERAL CONDITIONS

1. Contract and Contract Documents

The Plans, Specifications and Addenda, hereinafter enumerated in Paragraph 1 of the Supplemental General Conditions, shall form part of this Contract; and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light on the interpretation of the provisions to which they refer.

Definitions

The following terms as used in this contract are respectively defined as follows:

- (a) "Contractor": A person, firm or corporation with whom the contract is made by the Owner.
- (b) "Subcontractor": A person, firm or corporation supplying labor and materials or only labor for work at the site of the project for, and under separate contract or agreement with, the Contractor.
- (c) "Work on (at) the Project": Work to be performed at the location of the project, by employees of the Contractor and any Subcontractor.

2. Additional Instructions and detail Drawings

The Contractor will furnish additional instructions and detail drawings as necessary to carry out the work included in the contract. The additional drawings and instructions thus supplied to the Contractor will coordinate with the Contract Documents and will be so prepared that they can be reasonably interpreted as part thereof. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions. The Contractor and the Architect/Engineer will prepare jointly (a) a schedule, fixing the dates at which special detail drawings will be required, such drawings, if any, to be furnished by Architect/Engineer in accordance with said schedule, and (b) a schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment, and the completion of the various parts of the work; each such schedule to be subject to change from time to time in accordance with the progress of the work.

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3. Shop or Setting Drawings
The Contractor shall submit promptly to the Architect four copies of each shop or setting drawing prepared in accordance with the schedule predetermined as aforesaid. After examination of said drawings by the Architect and the return thereof, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the Architect with two corrected copies. If requested by the Architect the Contractor must furnish additional copies. Regardless of corrections made in or approval given to such drawings by the Architect, the Contractor will nevertheless be responsible for the accuracy of such drawings and for their conformity to the Plan and Specifications, unless he notifies the Architect/Engineer in writing of any deviations at the time he furnishes such drawings.
4. Materials, Services and Facilities
 - (a) It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor, shall provide and pay for all material, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete and deliver the work within the specified time.
 - (b) Any work necessary to be performed after regular working hours, on Sundays or legal Holidays, shall be performed without additional expense to the Owner.
5. Contractor's Title to Materials
No material or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims or encumbrances.
6. Inspection and Testing of Materials
 - (a) All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner. The owner will pay for all laboratory inspection service direct, or not as part of the contract.
 - (b) Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

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7. "Or Equal" Clause

Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufacturer's or vendor's names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and any material, article or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable, provided the material, article or equipment so proposed, is, in the opinion of the Architect, of equal substance and function. It shall not be purchased or installed by the contractor without the Architect written approval. Contractor shall provide all technical data on product to be substituted and data on proposed product. Provide four copies to Architect for approval.

8. Patents

- (a) The Contractor shall hold and save the owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract Documents.
- (b) License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized licensee, direct by the Owner and not by or through the Contractor.
- (c) If the contractor uses any design, device or materials covered by letters, patent, or copyright, he shall provide for such use by suitable agreement with the Owner of such patented or copyrighted design, device or materials, it is mutually agreed and understood that, without exception, the contract prices shall include all royalties or cost arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the owner of the project from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with work agreed to be performed under this contract, and shall indemnify of such infringement at any time during the prosecution of the work or after completion of the work.

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9. Surveys, permits, and Regulations

Unless otherwise expressly provided for in the Specifications, the owner will furnish to the Contractor all surveys necessary for the execution of the work.

The Contractor shall procure and pay all permits, licenses and approvals necessary for the execution of this contract. The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to the performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences or other protective facilities.

10. Contractor's Obligations

The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with the provisions of this contract and said specifications and in accordance with the plans and drawings covered by this contract any and all supplemental plans and drawings, in accordance with the directions of the Architect/Engineer as given from time to time during the progress of work. He shall furnish, erect, maintain, and remove such construction plant and such temporary works as may be required.

The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the contract and specifications, and shall do, carry on, and complete the entire work to the satisfaction of the Architect and the Owner.

11. Weather Conditions

In the event of temporary suspension of work, or during inclement weather, or whenever the Architect shall direct, the Contractor will, and will cause his subcontractors to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Architect/Engineer, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his Subcontractors so to protect his work, such materials shall be removed and replaced at the expense of the Contractor.

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12. Protection of Work and Property-Emergency

The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this contract. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. Access to Town Ball fields shall be maintained during execution of contract.

The Contractor shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the contract or by the Owner, or his duly authorized representatives.

In case of an emergency which threatens loss or injury of property, and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Architect, in a diligent manner. He shall notify the Architect immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Architect for approval.

The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided in paragraph 17 of the General Conditions.

13. Inspection

The authorized representatives and agents of the State of Connecticut shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

14. Reports, Records and Data

The Contractor shall submit to the Architect, Boe Studio such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Architect may request concerning work performed or to be performed under this contract.

15. Superintendence by Contractor

At the site of the work the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Architect/Engineer and shall be one who can be continued in that capacity for the particular job involved unless he ceases to be on the Contractor's payroll.

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16. Changes

- (a) The owner may, at any time, without notice to sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes:
 - (1) In the specifications (including drawings and designs);
 - (2) In the method or manner of performance of the work;
 - (3) In the Owner furnished facilities, equipment, materials, services or site; or
 - (4) Directing acceleration in the performance of the work.
- (b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation or determination) from the Owner that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Owner written notice stating (1) the date, circumstance, and source of the order and (2) that the Contractor regards the order as a change order.
- (c) Except as provided in this clause, no order, statement, or conduct of the Owner shall be treated as a change under this clause or entitled the Contractor to an equitable adjustment.
- (d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Owner shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In case of defective specifications for which the Owner is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.
- (e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Owner a written statement describing the general nature and amount of proposal, unless this period is extended by the Owner. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.

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- (f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

17. Disputes

- (a) All disputes arising under this contract or its interpretations, whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall within ten (10) days of commencement of the dispute be presented by the Contractor to the Owner for decision. All papers pertaining to the claims shall be filled in quadruplicate. Such notice need not detail the amount of the claim, but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified within this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten days of its commencement, the claim will be considered only for a period commencing ten days prior to the receipt of the Owner of notice thereof.
- (b) The Contractor shall submit in detail his claim and proof thereof. Each decision by the Owner will be in writing and will be mailed to the Contractor by registered mail, return receipt requested.
- (c) If the Contractor does not agree with any decision of the Owner, he shall in no case allow the dispute to delay the work but shall notify the owner promptly that he is proceeding with the work under protest and he may then except the matter in question from the final release.

18. Arbitration and Litigation

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall at the option of the Owner, be settled by arbitration with the Construction Industry Arbitration Rules of the American Arbitration Association and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. The Owner shall exercise its option to arbitrate concurrent with the rendering of its final decision on the claim. Should it fail to render a final decision within the prescribed time or fail to exercise its option, the claim will be determined in accordance with the Rules of the American Arbitration Association as hereinbefore stated.

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19. Time for Completion

It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "Notice to proceed". The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such a rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agree, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

20. Correction of Work

All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Architect/Engineer who shall be the final judge of the quality and the suitability of the work, materials, processes of manufacture, and methods of construction for the purpose for which they are used. Should they fail to meet his approval they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor as his own expense. Rejected material shall immediately be removed from the site. If, in the opinion of the Architect/Engineer, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Architect/Engineer shall be equitable.

21. Subsurface Conditions Found Different

Should the Contractor encounter sub-surface and/or latent conditions at the site materially differing from those shown on the Plans or indicated in the Specifications, he shall immediately give notice to the Architect/Engineer of such conditions before they are disturbed. The Architect/Engineer will thereupon promptly investigate the conditions, and if he finds that they materially differ from those shown on the Plans and/or indicated in the Specifications he will at once make such changes in the Plans and/or Specifications as he may find necessary, any increase or decrease of cost resulting from such changes to be adjusted in the manner provided in paragraph 17 of the general Conditions.

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22. Right of the Owner to Terminate Contract

In the event that any of the provisions of this contract are violated by the Contractor, or by any of his Subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate the contract, such notices to contain the reasons for such intention to terminate the contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such a termination, the Owner shall immediately serve notice thereof upon the Surety and the Contractor and the Surety shall have the right to take over and perform the contract; provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and prosecute the same to completion by contract or by force account for the account and at the expense of the Contractor and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.

23. Construction Schedule and Periodic Estimates

Immediately after execution and delivery of the contract, and before the first partial payment is made, the Contractor shall deliver to the Owner an estimate construction progress schedule in form satisfactory to the Architect, Boe Studio, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule. The Contractor shall also furnish on forms:

- a. A detailed estimate giving a complete breakdown of the contract price (two copies) and,
- b. Periodic itemized estimates of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price.

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24. Payments to Contractor

a. No later than the 15th day of each calendar month the owner shall make progress payment to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under this contract; but to insure the proper performance of this contract, the owner shall retain five percent (5%) of the amount of each estimate until final completion and acceptance of all work covered by this contract: Provide, that the Contractor shall submit his estimate not later than the first of the month; Provided, further, that the Owner may at any time after fifty percent (50%) of the work has been completed, if it finds that satisfactory progress has been made, may make any of the remaining progress payments in full; Provided, further, that on completion and acceptance of each separate building, public work or other division of the contract, on which the price is stated separately in the contract, payment may be made full, including retained percentages thereon, less authorized deductions.

b. In preparing estimates the material delivered on the site and preparatory work done may be taken in consideration.

c. All materials and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the owner to require the fulfillment of all of the terms of the contract.

d. Owner's Right to Withhold Certain Amounts and make Application Thereof: The Contractor agrees that he will indemnify and save the owner harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in furtherance of the performance of this contract. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature herein above designated have been paid, discharged or waived. If the Contractor fails so to do, then the owner may, after having served written notice on the said Contractor, either pay unpaid bills, of which the owner has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the owner to either the Contractor or his Surety. In paying any of the unpaid bills of the

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Contractor, the Owner shall be deemed the agent of the Contractor, and any payment so made by the Owner, shall be considered as a payment made under the contract by the owner to the Contractor and the owner shall not be liable to the Contractor for any such a payments made in good faith.

26. Acceptance of Final Payment Constitutes Release

The acceptance by the Contractor of the final payment shall be and shall operate as a release to the owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act or neglect of the Owner and others relating to or arising out of this work. No payments, however, final or otherwise, shall operate to release the Contractor or his Surety from any obligations under this contract or the Performance and Payment Bond.

27. Payments by Contractor

The Contractor shall pay (a) for all transportation and utility services not later than the 20th day of the calendar month following that in which services are rendered, (b) for all materials, tools, and other expendable equipment to the extent of ninety percent (90%) of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools and equipment are delivered to the site of the project, and the balance of the cost thereof, not later than the 30th day following the completion of that part of the work in or on which such materials, tools and equipment are incorporated or used, and (c) to each of his Subcontractors, not later than the 5th day following each payment to the Contractor, the respective amount allowed the Contractor on account of the work performed by his Subcontractor to the extent of each Subcontractor's interest therein.

28. Insurance

The Contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence work on his sub-contract until the insurance required of the Subcontractor has been obtained and approved.

- (a) Compensation Insurance: The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation Insurance as required by applicable State or territorial law for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such a work sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the

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Contractor's Worker's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this contract is not protected under Worker's Compensation Statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

- (b) Contractor's Public Liability and Property Damage Insurance and vehicle Insurance: The Contractor shall procure and shall maintain during the life of this contract Contractor's Public Liability Insurance, Contractor's Damage Insurance and Vehicle Liability Insurance in amounts in the Supplemental General Conditions.
- (c) Subcontractor's Public Liability Insurance and Vehicle Insurance: The Contractor shall either (1) require each of his Subcontractors to procure and maintain during the life of this contract, Subcontractor's Public Liability Insurance, Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in the Supplemental General Conditions specified in subparagraph (b) hereof, or (2) insure the activities of this policy, specified in subparagraph (b) hereof.
- (d) Scope of Insurance and Special Hazards: The Insurance required under paragraphs (b) and (c) hereof shall provide adequate protection for the Contractor and his Subcontractors, respectively, against damage claims that may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by him and, also against any of the special hazards which may be encountered in the performance of this contract as enumerated in the "Instructions to Bidders item 17.
- (e) Proof of Carriage of Insurance: The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement; "The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by the Owner." The McCall Foundation Inc, State of Connecticut must be shown on the certificate(s) as "additional Insured".

29. Contract Security Documents

The Contractor shall furnish a performance bond in an amount at least equal to one hundred percent (100%) of the contract prices as security for the faithful performance of this contract and also a payment bond in an

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amount not less than one hundred percent (100%) of the contract price or in a penal sum not less than that prescribed by State, territorial or local law, as security for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. The performance bond and the payment bond may be in one or in separate instruments in accordance with local law.

30. Additional and Substitute Bond

If at any time the Owner for justifiable cause shall be or become dissatisfied with any Surety or Sureties, then upon the Performance or payment Bonds, the Contractor shall within five (5) days after notice from the Owner so to do, substitute an acceptable bond (or bonds) in such a form and sum and signed by such other Surety or Sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new Surety or Sureties shall have furnished such an acceptable bond to the Owner.

31. Assignments

The Contractor shall not assign the whole or any part of this contract or any monies due or to become due hereunder without consent of the Owner. In case the Contractor assigns all or part of any monies due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations of services rendered or materials supplied for the performance of the work called for in this contract.

32. Mutual Responsibility of Contractors

If, through acts of neglect on the part of the Contractor, any other Contractor or Subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor or Subcontractors by agreement or arbitration if such other Contractor or Subcontractors will so settle. If such other Contractor or Subcontractor shall assert any claim against the Owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against any such claim.

33. Separate Contract

The Contractor shall coordinate his operations with those other Contractors. Cooperation will be required in the agreement for the storage of materials and in the detailed execution of the work. The Contractor, including his Subcontractors, shall keep informed of the progress and the detail work of other Contractors and shall notify the Architect immediately

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of lack of progress or defective workmanship on the part of other Contractors. Failure of a Contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with his own work.

34. Subcontracting

- (a) The Contractor may utilize the services of specialty Subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty Subcontractors.
- (b) The Contractor shall not award any work to any Subcontractor without prior written approval of the Owner, which approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the Subcontractor, which statement shall contain information as the Owner may require.
- (c) The Contractor shall be as fully responsible to the Owner for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- (d) The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind Subcontractors to the Contractor by the terms of the General Conditions and other Contract Documents insofar as applicable to the work of Subcontractors and to give the Contractor the same powers as regards terminating any subcontract that the Owner may exercise over the Contractor under any provisions of the Contract Documents.
- (e) Nothing contained in this contract shall create any contractual relation between any Subcontractor and the Owner.

35. Architect's Authority

The Architect shall give all orders and directions contemplated under this contract and specifications, relative to the execution of the work. The Architect shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under this contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Architect's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said contract or specifications, the determination or

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decision of the Architect shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this contract affected in any matter or to any extent by such question.

The Architect shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the Contractor under this contract and other Contractors performing work for the Owner shall be adjusted and determined by the Architect.

32. Stated Allowances

The Contractor shall include in his proposal the cash allowances stated in the Supplemental General Conditions. The Contractor shall purchase the "Allowed Materials" as directed by the Owner on the basis of the lowest and best bid of at least three competitive bids. If the actual price for purchasing the "Allowed Materials" is more or less than the "Cash Allowance", the contract price should be adjusted accordingly. The adjustment in contract price shall be made on the basis of the purchase price without additional charges for overhead, profit, insurance or any other incidental expenses. The cost of installation of the "Allowed Materials" shall be included in the applicable sections of the Contract Specifications covering this work.

31. Use of Premises and removal of Debris

The Contractor expressly undertakes at his own expense:

- (a) to take every precaution against injuries to persons or damage to property;
- (b) to store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other Contractor's;
- (c) to place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work;
- (d) to clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance;
- (e) before final payment to remove surplus materials, false-work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, and to put the site in a neat, orderly condition;

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- (f) to effect all cutting, fitting or patching of his work required to make the same to conform to the plans and specifications and, except with the consent of the Architect, not to cut or otherwise alter the work of any other Contractor.

32. Quantities of Estimate

Whenever the estimated quantities of work to be done and materials to be furnished under this contract are shown in any of the documents including the proposal, they are given for use in comparing bids and the right is especially reserved except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the work contemplated by this contract, and such increase or diminution give cause for claims or liability for damages.

33. Lands and Right-of-Way

Prior to the start of construction, the Owner shall obtain all lands and rights-of-way necessary for the carrying out and completion of work to be performed under this contract.

34. General Guaranty

Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the Owner, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting there from, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The Owner will give notice of observed defects with reasonably promptness.

35. Notice and Service Thereof

Any notice to any Contractor from the Owner relative to any part of this contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail, to the said Contractor at his last given address, or delivered in person to the said Contractor or his authorized representative on the work.

36. Provisions Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract

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shall forthwith be physically amended to make such insertion or correction.

43. Protection of Lives and Health

In order to protect the lives and health of his employees under the contract, the Contractor shall comply with all pertinent provisions of the "Manual of Accident prevention in Construction" issued by the Associated General Contractors of America, Inc., and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the contract. He alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance, or operation.

44. Subcontracts

The Contractor will insert in any subcontracts the sections 52 through 56 contained herein and such other clauses as the McCall Foundation Inc. may, by instruction, require, and also a clause requiring the Subcontractors to include the clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

45. Equal Employment Opportunity Contractor shall Follow the requirements of the "Commission on Human Rights and Opportunities Contract Compliance Regulations "

46. Interests of Member of or Delegate to Congress

No member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

47. Other Prohibited Interests

No official of the owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the owner who authorized in such capacity and on behalf of the Owner to exercise any such legislative, executive,

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supervisory or other similar functions in connection of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

48. Use and Occupancy Prior to Acceptance by Owner

The Contractor agrees to the use and occupancy of a portion or unit of the project before formal acceptance by the owner, provided the owner:

- (a) Secures written consent of the Contractor except in the event, in the opinion of the Engineer, the Contractor is chargeable with unwarranted delay in final cleanup of punch list items or other contract requirements;

- (b) Secures endorsement from the insurance-carrier

49. Photographs of the Project

If required by the Owner, the Contractor shall furnish videos/photographs of the project.

50. Suspension of Work

Should the Owner be prevented or enjoined from proceeding with work either before or after the start of construction by reason of any litigation or other reason beyond the control of the Owner, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay; but time for completion of the work will be extended to such reasonable time as the Owner may be determined will compensate for time lost by such delay with such determination to be set forth in writing

51. Withholding of Payments

The McCall Foundation may withhold or cause to be withheld from the Contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor on the work the full amount of wages required by the contract. In the event of failure to pay laborer or mechanic employed or working on the site of work, all or part of the wages required by the contract, the McCall Foundation may, after written notice to the Contractor or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

52. Apprentices

Apprentices shall be permitted to work as such only when they are registered, individually, under a bona fide apprenticeship agency which is recognized by the Bureau of Apprenticeship and Training, United States Department of Labor; or, if no such recognized agency exists in a State,

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under a program registered with the Bureau of Apprenticeship and Training, United States Department of Labor. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered as above, shall be paid the wage determined by the Secretary of Labor required to furnish to the McCall Foundation Inc. written evidence of the registration of his program and apprentices as well as of the appropriate ratios and wage rates, for the area of construction, prior to using any apprentices on the contract work.

53. Compliance with the Copeland Anti-Kickback Act and Regulations

The Contractor shall comply with the Copeland Anti-Kickback Act and Regulations of the Secretary of Labor (29 CFR, Part3), which are herein incorporated by reference.

54. Overtime

- (a) No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of forty hours in such workweek, as the case may be;
- (b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1), the Contractor or any Subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the clause set forth in subparagraph (1), in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1).
- (c) Withholding for unpaid wages and liquidated damages. The McCall Foundation may withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or Subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2).

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(d) Subcontracts. The Contractor shall insert in any subcontracts and clauses set forth in subparagraphs (a), (b) and (c) of this paragraph and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

55. Sign: Owner will provide and install and remove project sign.

56. Employment Practices

The Contractor (1) shall, to the greatest extent practicable, follow hiring and employment practices for work on the project which will provide new job opportunities for the unemployed and underemployed, and (2) shall insert or cause to be inserted the same provision in each construction subcontract.

57. Contract Termination; Debarment

A breach of Sections 45 and 52 through 56 may be grounds for termination of the contract, and for debarment as provided in 29 CFR 5.6

58. Termination for Convenience of the Owner

(a) The owner may terminate performance of work under this contract in a whole, or from time to time, in part if the Owner determines that termination is in its best interest. The Owner shall terminate by delivering to the Contractor a Notice of termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of termination, and except as directed by the Owner, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

- (1) Stop work as specified in the notice.
- (2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.
- (3) Terminate all subcontracts to the extent they relate to the work terminated.

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- (4) Assign to the Owner, as directed by the Owner, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Owner shall have the right to settle or pay any termination settlement proposal arising out of those terminations.
- (5) With approval or ratification to the extent required by the Owner, settle all outstanding liabilities and termination settlement proposal arising from the termination of subcontracts; the approval or ratification will be final for the purposes of this clause.
- (6) As directed by the Owner, transfer title and deliver to the Owner:
 - (i) the fabricated or un-fabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and;
 - (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Owner.
- (7) Complete performance of the work not terminated.
- (8) Take any action that may be necessary, or that the Owner may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Owner has or may acquire an interest.
- (9) Use its best efforts to sell, as directed or authorized by the Owner, any property of the type referred to in subparagraph (6) above; provided, however, that the Contractor:
 - (i) is not required to extend credit to any purchaser, and;
 - (ii) may acquire the property under the conditions prescribed by, at prices approved by, the Owner. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Owner under this contract, credited to the price or cost of the work, or paid in any other manner as directed by the Owner.
- (10) After expiration of the plant clearance period as defined in Subpart 45.6 of the Federal Acquisition Regulation, the Contractor may submit to the Owner a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Owner. The Contractor may request the Owner to remove those items or enter into an agreement for their storage. Within fifteen (15) days, the Owner will accept title to those items and remove them or enter into a storage agreement.

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- The Owner may verify the list upon removal of the items, or if stored, within forty five (45) days of the submission of the list, and shall correct the list, as necessary, before final settlement.
- (11) After termination, the Contractor shall submit a final termination settlement proposal to the Owner in the form and with the certification prescribed by the Owner. The Contractor shall submit the proposal promptly, but no later than one year from the effective date of termination, unless extended in writing by the Owner upon written request of the Contractor within this one year period. However, if the Owner determines that the facts justify it, a termination settlement proposal may be received and acted upon after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Owner may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.
- (12) Subject to paragraph (d) above, the Contractor and the Owner may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on the work done. However, the agreed amount, whether under this paragraph (e) or (f) below, exclusive of costs shown in subparagraph (f)(3), may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be amended and the Contractor paid the agreed amount. Paragraph (f) below shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.
- (13) If the Contractor and owner fail to agree on the whole amount to be paid because of the termination of work, the Owner shall pay the Contractor the amounts determined by the Owner as follows, but without duplication of any amounts agreed on under paragraph above:
- (1) The contract price for completed supplies or services accepted by owner (or sold or acquired under subparagraph (b)(9) above) not previously paid for, adjusted for any saving of freight and other charges.

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- (2) The total of
 - (i) The costs incurred in the performance of the work terminated, including initial cost and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (f)(I) above;
 - (ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (i) above; and
 - (iii) A sum, as profit on subdivision (i) above, determined by the Owner under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however if it appears that the Contractor would have sustained a loss in the entire contract had it been completed, the Owner shall allow no profit under subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.
- (3) The reasonable costs of settlement of the work terminated, including:
 - (i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of the termination settlement proposals and supporting data;
 - (ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and
 - (iii) Storage, transportation and other costs incurred, reasonably necessary for the preservation, protection or disposition of the termination inventory.
- (14) Except for normal spoilage, and except to the extent that the Owner expressly assumed the risk of loss, the Owner shall exclude from the amounts payable to the Contractor under paragraph (f) above, the fair value, as determined by the Owner, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Owner or to a buyer.
- (15) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of the contract, shall govern all costs claimed or agreed to under this clause.
 - (i) The Contractor shall have the right of appeal, under the Disputes clause, for any determination made by the owner under paragraph (d),(f) of (k), except that if the Contractor failed to submit the termination settlement proposal within the time provided in paragraph (d) or (k), and failed to request a time extension, there is no right of appeal. If the Owner

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has made a determination of the amount due under paragraph 9d), (f) or (k), the Owner shall pay the Contractor (l) the amount determined by the Owner if there is no right of appeal or if no timely appeal has been taken, or (2) the amount finally determined on an appeal.

(j) In arriving at the amount due the Contractor under this clause, there shall be deducted

- (1) All un-liquidated advanced or other payments to the Contractor under the terminated portion of this contract;
- (2) Any claim which the Owner has against the Contractor under this contract; and
- (3) The agree price for, or the proceeds of the sale of, materials, supplies or other things acquired by the Contractor or sold under the provisions of this clause and not covered by or credit the Owner.

(k) If the termination is partial, the Contractor may file a proposal with the Owner for an equitable adjustment of the price(s) of the continued portion of the contract. The Owner shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Owner.

(l) The Owner may, under the terms and conditions it prescribes, make partial payments and payments against incurred by the Contractor for terminated portions of the contract, if the Owner believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(m) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Owner upon demand, computed with interest at the rate established by the secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination proposal because of a retention or other disposition of termination inventory until 10 days after the date of retention or disposition, or a later date determined by the Owner because of the circumstances.

(n) Unless otherwise provided for in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract three years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Owner, at the Contractor's office, at all reasonable times,

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- (o) without any direct charge. If approved by the Owner, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

59. Changes in Work:

The "reasonable allowance for overhead and profit" shall be as follows.

- a) For work performed by the General Contractor, Cost of Owner may include allowances for overhead and profit not to exceed 10% of the net cost as defined above.
- b) For work performed by Subcontractors, cost to the Owner may include an allowance for Sub Contractors overhead and profit not to exceed 10% and the allowance of for the General Contractor overhead and profit of 5% of the Sub Contractors, net cost.

60. Retainage:

A five percent (5%) retainage on each progress payment will be withheld. After project completion, all corrective work has been performed, and waivers of lien have been submitted by all subcontractors and the general contractor, retainage will be released to the Contractor within 60 days.

61. Stored Material:

No payment will be made for material stored on site. Progress payments will be made for partially completed work which is in place.

62. Lien Waivers:

Each progress payment following the initial payment is to be submitted with Contractor's waiver of lien for the period of construction that the contractor has been paid. Waiver of liens are to be submitted by subcontractors and suppliers for previous period of construction covered by the previous applications. Final payment for any portion of the work shall be accompanied by a full waiver from that entities involved in the performance of the work. Application for Final Payment of the Contract shall include full and final waivers from all entities involved in the work, including the Contractor.

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63. Insurance:

1. The policies for the above required insurance coverage shall name the State of Connecticut and Its Agents as assured and shall in addition, indemnify and hold harmless the Owner, Owner's Consultants, Architect, Architect's Consultants, and agents and employees of any of them.
2. If this insurance is written on the Comprehensive General Liability policy for, the Certificates shall be A.I.A. Document G705, Certificate of Insurance. If this insurance is written on a Commercial General Liability policy form, ACORD form 25S will be acceptable.
3. The Contractor shall indemnify and save harmless the Owner under these policies, which shall list the State of Connecticut and its agents as additional insured.
 - a. Provide evidence and keep current all insurance coverage until certificate of substantial completion issued by Architect.
 - b. All certificates of Insurance should specify the McCall Foundation Inc shall receive 30 days written notice for non-renewal or cancellation of Insurance Policy.
 - c. That all independent contractors hired by the Owner provide evidence of the insurance
 - d. All certificates of Insurance to contain the Project Name: Remodel of 263 Migeon Avenue, Torrington, CT for McCall Foundation Inc.
4. The successful bidder shall furnish a certificate of insurance to the McCall Foundation Inc. for the following insurance coverage within ten (10) days from contract execution. All insurance coverage shall be written with an insurance company licensed to conduct business in the State of Connecticut. Insurance coverage shall remain in full force for the duration of the contract term including any and all extensions. Such certificate of insurance shall specify that the McCall Foundation will receive thirty (30) days written notice of any cancellation, non-renewal or reduction in coverage and all limits originally provided. The Contractor shall not commence work until he has obtained all insurance required and such insurance has been approved by the Town, nor shall the Contractor allow any subcontractor to commence work on its subcontract until the insurance required of the subcontract has been so obtained and approved. Contractor will file with The McCall Foundation , the follow evidence of insurance. Certificate must be on file with The McCall Foundation before acceptance of Bid for work to commence.

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Workers Compensation

Coverage A: Statutory	
Coverage B: Employers Liability:	
Bodily injury by accident	\$100,000 per person
Bodily injury by disease	\$100,000 per person
Bodily injury	\$500,000 aggregate

Comprehensive Commercial Liability

	Bodily injury; General Limit	\$2,000,000
aggregate		
	Products/ Completed Operations	\$1,000,000
aggregate		
	Personal and Advertising Injury	\$1,000,000
aggregate		
	Each Occurrence	\$1,000,000
aggregate		
	Fire Damage Limit	\$100,000
aggregate		
	Medical Expenses	\$10,000 per person

Premises/Independent Contractors
Contractual/Completed Operations/Products
Contractual/Liability with Broad Form
XCU (explosion/collapse/underground utilities)
Comprehensive Broad Form Liability endorsement or Equivalent

Automobile Liability

Bodily Injury	\$1,000,000 per person
Aggregate	\$1,000,000 per person
Property Damage	\$1,000,000 per person
Coverage:	
All owned/non owned/hired/ borrowed	
Contractual liability to be included	

Contractor must name The McCall Foundation Inc. 58 High Street, Torrington
Connecticut on all certificates.

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All policies will provide thirty (30) days' notice of cancellation as well as ten(10) days' notice of material change in the policies. Written documentation shall be sent to the Ray Donahue, The McCall Foundation, 58 High Street, Torrington, CT.

a. Commercial General Liability including Premises-Operations, Independent Contractors, Blanket Contractual, Products and Complete Operations:

\$ 1,000,000 Each Occurrence

\$ 2,000,000 Aggregate

Combined Single Limit for personal injury or property damage or both combined. Such policy shall name the State of Connecticut as additional insured.

b. Comprehensive Automobile Liability covering owned, non-owned, hired or leased vehicles.

\$ 1,000,000 Each Accident

Combined Single Limit for bodily injury or property damage or both combined.

c. Workers Compensation Insurance in accordance with Connecticut State Statues.

Employers Liability Limit - \$ 100,000.

64. Bonding Information

- a) Bid Security Bond, A.I.A. Document A310, 2010, Shall be used for this project.
- b) 10.2 Performance Bond, A.I.A Document A312, 2010 edition shall be used for this project.
- c) 10.3 Payment Bond, A.I.A Document A312, 2010 edition shall be used for this project.
- d) Contractor awarded contract shall provide security bond, performance, bond and payment bond for this project manual.

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If project Bid Proposal exceeds one hundred thousand dollar, prevailing wages apply to this project.

The rates have been secured from the Connecticut Department of Labor and Workplace Standards Division. Project Name: McCall Behavioral Health Family Wellness: Renovation, Torrington, CT ID 25-7664.
Rates shall be those prevailing within the jurisdiction of the Local Authority. The Contractor agrees to pay these rates during the progress and completion of the Contract. prevailing wage rates are included as part of the project manual: Connecticut Department of Labor Wage and Workplace Standards Division Prevailing wage benefits Pages one(1) thru Page five(5) See attached documents.

The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund as defined in subsection (i) of section 31-53, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair project is undertaken. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such person to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification one each payday.

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CS COVERSHEET: ABBREVIATIONS, MATERIAL LEGEND,
 SYMBOLS LEGEND, INDEX OF DRAWINGS CODE DATA, BUILDING DATA
ARCHITECTURAL DRAWINGS

D1 DEMOLITION FLOOR PLAN
D2 DEMOLITION REFLECTED CEILING PLAN

A1 FLOOR PLAN, SECTIONS, ROOM FINISH SCHEDULE, ELEVATION
A2 REFLECTED CEILING PLAN, DOOR TYPES

ALTERNATE ONE

A D1 ALTERNATE ONE DEMOLITION FLOOR PLAN
AD2 ALTERNATE ONE DEMOLITION REFLECTED CEILING PLAN

AA1 ALTERNATE ONE FLOOR PLAN, SECTIONS, ROOM FINISH
 SCHEDULE, ELEVATION
AA2 ALTERNATE REFLECTED CEILING PLAN, DOOR TYPES

00250 GENERAL DEMOLITION

1.0 General

1.1 Scope:

- A. Contractor to remove all carpeting and floor base material in rooms where construction is occur. See D1 and AD1 for clarification of areas.
- B. Contractor to remove wood studwalls, and gypsum board finish. See D1 and AD1 for clarification of walls to be removed.
- C. Contractor to remove doors door hardware and door frames and door trim as indicated on D1 and AD1..
- D. Contractor to remove and store all LED 2x2 and 2x4 light fixtures for reinstallation.
- E. Contractor to remove all supply air grills clean and store for reinstallation once new ceiling grid is in place.
as per A2 or AA2
- E. Contractor to remove existing exit light fixtures as called out on Drawings D2 or AD2, where new ADA exit light fixtures are installed See A2 and AA2.
- F. Remove Electrical outlets and switches where walls are being removed.
- G. Remove existing smoke detectors, Horn Strobe Lights clean and reinstall as per A2 or AA2

1.2 Related Work

- A. Contractor to provide sealed off construction areas, to prevent dust from entering areas of building occupied by McCall Foundation during construction.
- B. All Demolition to be removed thru south entry to building, North Entry is not to be used unless floors, doors door frames and walls are protected from damage, and Ray Donaghue provides approval to use in writing. Any damage to areas not part of contract to be repaired to pre-existing conditions.

2.0 Materials

- A. Carpet, rubber base
- B. Wood Studs
- C. Gypsum board
- D. Wood Doors, Door Frames, Door Trim, Door hardware,
- E. Electrical 2x4 and 4x4 Led light fixtures
- F. Supply Air Grills, Return Air Grills
- G. smoke detectors, horn strobe lights,
- H. Electrical conduit and junction boxes
- I. Suspended Acoustical Ceiling system.

3.0 Workmanship

3.1 Take care when removing all material, from work area that is separated from area of building occupied by McCall Foundation Staff or clients.

3.2 Provide trash dumpster for Construction Debris and remove from site when full. Do not use Owners dumpster for Construction Debris. Coordinate location of dumpster with

Ray Donaghue, Facilities Manager for McCall Foundation.

3.3 Demolition material to be immediately loaded into dumpster provided by contractor. Do not stack near dumpster or burn demolition material.

3.4 Pick up debris in and around work area, everyday and place in trash dumpster.

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- 3.5 When demolition work is occurring, take safety precautions to keep area of work clearly identified as a work area by using caution tape if it is in the vicinity of the general public.
- 3.6 Provide and install dust tight barrier between Work Areas and Area occupied by McCall Foundation Staff. Containment area to be established and installed before any demolition work can be carried out.
- 3.7 Police and remove any demolition material that ends up on pavement on a daily basis. Sweep clean if required.
- 3.8 When demolition work is occurring, take safety precautions to keep area of work clearly identified as a work area by using caution tape if it is in the vicinity of the general public.
- 3.9 Provide and install dust tight barrier between Work Areas and Area occupied by McCall Foundation Staff. Containment area to be established and installed before any demolition work can be carried out.
- 3.10 Police and remove any demolition material that ends up on pavement on a daily basis. sweep clean if required.

4.0 Execution

- 4.1 Carry out demolition in a timely manner.

END OF SECTION

SECTION 081400 WOOD DOORS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. This Section specifies stile and rail wood doors of the following types:

1. Interior wood doors and sidelights.

B. Related Work: The following items are not included in this Section and are specified under the designated Sections.

1. Section 061000 - Rough Carpentry: For rough opening and blocking.
2. Section 062000 - Finish Carpentry: See drawing 2-A2 For casing for head and jamb wood trim
3. SEE DRAWING 2-A2 FOR DOOR HARDWARE..
4. Section 099000 - Painting doors.

1.2 SUBMITTALS

B. Product Data: Submit manufacturer's product data for each type of stile-and-rail wood door including elevations and details of construction.

C. Warranty: Submit manufacturer's standard warranty.

1.3 QUALITY ASSURANCE

A. Manufacturer's Qualifications: Company specializing in manufacturing doors with a minimum of five years documented experience.

B. Single Source Requirements: To the greatest extent practical, wood doors shall be supplied from a single manufacturer.

C. Sustainable Construction: Paneled door construction shall limit use of formaldehyde products during fabrication. Paneled door shall bear the Four Star rating from the Japanese Ministry of Land, Infrastructure, Transportation and be compliant with California's CARB Phase II program.

D. Project Conditions: Maintain environmental conditions (temperature, humidity and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's recommended limits.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store and handle materials and products in strict compliance with manufacturer's instructions, recommendations and industry standards.
- B. Store materials in manufacturer's original labeled packaging until ready for installation and in accordance with manufacturer's instructions. Protect from damage.

1.4 WARRANTY

- A. Manufacturer's Warranty: Provide manufacturer's standard limited warranty that each panel door bearing the manufacturer's brand and identification mark complies with Industry Standard WDMA I.S.6A and all revisions in effect as of the date of manufacture, and that each such door, at the time of the shipment, is of good material and workmanship and free from defects that would render such door unserviceable or unfit for the ordinary, recommended use. This limited warranty applies to new doors other than those sold "as is".

1. Warranty Period: Interior Doors – 10 years.

PART1-PRODUCTS

- 2.1 MANUFACTURERACCEPTABLE MANUFACTURER:SIMPSON DOOR COMPANY; 400 SIMPSON AVE.; MCCLEARY, WA 98557. TOLL FREE TEL: 800 SIMPSON (746-7766).EMAIL:SIMPSONCUSTOMERSERVICE@BRANDNER.COM.

WEB: WWW.SIMPSONDOOR.COM.

1. INTERIOR WOOD DOORS

- A. Interior Wood Doors: Interior French Doors as manufactured by Simpson Door Company.

1. Construction

- a. Stile-and-rail construction
- b. Decorative glass with single glazed glass
- c.Face: Wood veneer

2. Auxiliary Materials: Glazed panels,

3. Door Design #: 282, Glass Detail: Rain pattern

4. Wood species Poplar., Thickness 1-3/8"

5.Glass Panel: 2 Lites

6. Glass Detail: 1/8" Single Glazing: Rain

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2. PRIMED INTERIOR WOOD DOORS FOR FIELD FINISH

A. Primed Interior Doors: Redi-Prime® French doors as manufactured by Simpson Door Company

1. Construction

- a. Stile-and-rail construction
- b. MDF veneers on stile and rail faces Paint Grade
- c. Door Design #:282, Glass detail: Rain

2. Thickness: 1-3/8"

3. Moulding: Shaker sticking 5.

4. Wood Species: Poplar

PART 3 EXECUTION

3.1 EXAMINATION AND PREPARATION

- A. Examine and prepare openings and substrates using the methods recommended by manufacturer.

3.2 INSTALLATION

- A. Install in accordance with manufacturer's instructions and in proper relationship with adjacent construction. Operate doors and adjust installation to provide proper operation of opening.

- B. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION

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081418 FLUSH FACE WOOD DOORS

1.0 General

1.1 Description

A. This section specifies interior flush doors, and stile and rail doors, and French Door..

1.2 Related Work

A. Door hardware including hardware location (height): Section 08710, BUILDERS
HARDWARE.

B. Installation of doors and hardware: Section 08750, INSTALLATION OF DOORS AND
HARDWARE.

C. Finish: Section 09050, INTERIOR, MATERIALS, AND FINISH SCHEDULE.

1.3 Submittals

A. Submit in accordance with Section 01340, SAMPLES AND SHOP DRAWINGS.

B. Samples:

1. Veneer sample (8 inch) by (11 inch) by (1/4 inch) showing specified wood species
sanded to receive a painted finish.

C. Shop Drawings:

1. Show every door in project and schedule location in building.
2. Indicate type, grade, finish and size; include detail of glazing
3. Provide information concerning specific requirements not included in the
manufacturer's literature and data submittal.

D. Laboratory Test Reports:

1. Screw holding capacity test report in accordance with WDMA TM-10.
2. Split resistance test report in accordance with WDMA TM-5.
3. Cycle/Slam test report in accordance with WDMA TM-7.
Hinge-Loading test report in accordance with WDMA TM-8.

1.4 Warranty

A. Doors are subject to terms of Article titled "Warranty of Construction" of Section, GENERAL
CONDITIONS, except that warranty shall be as follows:

For interior flush doors, manufacturer's warranty for lifetime of original installation.

For Stile and Rail doors, manufacturer's 1 year warranty.

1.5 Delivery and Storage

A. Factory seal doors and accessories in minimum of 6 mill polyethylene bags or cardboard
packages which shall remain unbroken during delivery and storage.

B. Store in accordance with WDMA I.S.1-A, J-1 Job Site Information.

Label package for door opening where used.

1.6 Applicable Publications

A. Publications listed below form a part of this specification to extent referenced. Publications
are referenced in text by basic designation only.

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B. Window and Door Manufacturers Association (WDMA):

- I.S.1-A-04 Architectural Wood Flush Doors
- I.S.4-00 Water-Repellent Preservative Non-Pressure Treatment for Millwork
- I.S.6-97 Wood Stile and Rail Doors
- I.S.6-A-01 Architectural Stile and Rail Doors
- TM-5-90 Test Method to Determine the Split Resistance of Stile Edges of Wood Doors
- TM-6-88 Adhesive Bond Durability Test Method
- TM-7-90 Cycle-Slam Test Method
- TM-8-90 Hinge Loading Resistance Test Method
- TM-10-90 Screw Holding Test Method

C. National Fire Protection Association (NFPA):

- 80-99 Fire Doors and Windows
- 252-03 Fire Tests of Door Assemblies

D. ASTM International (ASTM):

- E90-00 Fire Tests of Door Assemblies

2.0 Products

2.1 Flush Doors

A. General:

- 1. Meet requirements of WDMA I.S.1-A, Extra Heavy Duty.
- 2. Adhesive: Type II
- 3. Thickness: (1-3/4 inches) unless otherwise shown or specified.
finish, specify medium density overlay faces only.

B. Face Veneer:

- 1. In accordance with NWWDA I.S.1-A.
- 2. One species throughout the project unless scheduled or otherwise shown.
- 3. For painted finishes: Custom Grade, mill option close grained hardwood, premium or medium density overlay. Do not use Lauan.
- 4. Factory sand doors for finishing.

2.2 Identification Mark

A. On top edge of door.

B. Either a stamp, brand or other indelible mark, giving manufacturer's name, door's trade name, construction of door, code date of manufacture and quality.

C. Accompanied by either of the following additional requirements:

- 1. An identification mark or a separate certification including name of inspection organization.
- 2. Identification of standards for door, including glue type.
- 3. Identification of veneer and quality certification.
- 4. Identification of preservative treatment for stile and rail doors.

2.3 Sealing

Give top and bottom edge of doors two coats of catalyzed polyurethane or water resistant sealer before sealing in shipping containers.

3.0 Execution

3.1 Door Preparation

A. Field, shop or factory preparation: Do not violate the qualified testing and inspection agency label requirements for fire rated doors.

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B. Clearances between Doors and Frames and Floors:

1. Maximum (1/8 inch) clearance at the jambs, heads, and meeting stiles, and a (3/4 inch) clearance at bottom, except as otherwise specified.

C. Rout doors for hardware using templates and location heights specified in Section, BUILDER'S HARDWARE.

D. Fit doors to frame, bevel lock edge of doors (1/8 inch) for each (two inches) of door thickness.

E. Immediately after fitting and cutting of doors for hardware, seal cut edges of doors with two coats of water resistant sealer. Finish surfaces, including both faces, top and bottom and edges of the doors smooth to touch.

3.2 Installation of Doors and Application of Hardware

Install doors and hardware as specified in Section, INSTALLATION OF DOORS AND HARDWARE.

3.3 Door Protection

- A. As door installation is completed, place polyethylene bag or cardboard shipping container over door and tape in place.
- B. Provide protective covering over knobs and handles in addition to covering door.
- C. Maintain covering in good condition until removal is approved by General Contactor..

END OF SECTION

SECTION 09260 _ GYPSUM BOARD

PART 1 _ GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and

Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following:

1. Interior gypsum wallboard.
2. Non_load_bearing steel framing.
3. Suspended ceiling and soffit framing.
4. Trim accessories.
5. Joint treatment materials.
6. Acoustical sealants.
7. Auxiliary materials.

B. Related Sections include the following:

1. Division 06110 Section wood framing.

1.3 DEFINITIONS

A. Gypsum Board Terminology: Refer to ASTM C 11 for definitions of terms for gypsum board assemblies not

defined in this Section or in other referenced standards.

1.4 SUBMITTALS

A. Product Data: For each type of product indicated.

1.5 QUALITY ASSURANCE

A. Sound Transmission Characteristics: For gypsum board assemblies with STC ratings, provide materials and

construction identical to those tested in assembly indicated according to ASTM E 90 and classified according to ASTM E 413 by a qualified independent testing agency.

1. STC_Rated Assemblies: Indicated by design designations from GA_600, "Fire Resistance Design Manual."

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1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in original packages, containers, or bundles bearing brand name and identification of manufacturer or supplier.
- B. Store materials inside under cover and keep them dry and protected against damage from weather, direct sunlight, surface contamination, corrosion, construction traffic, and other causes. Stack gypsum panels flat to prevent sagging.

1.7 PROJECT CONDITIONS

- A. Environmental Limitations: Comply with ASTM C 840 requirements or gypsum board manufacturer's written recommendations, whichever are more stringent.

PART 2 _ PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

- 1. Gypsum Board and Related Products:

- a. G_P Gypsum Corp.
- b. National Gypsum Company.
- c. United States Gypsum Co.

2.4 INTERIOR GYPSUM WALLBOARD

- A. Panel Size: Provide in maximum lengths and widths available that will minimize joints in each area and correspond with support system indicated.

- B. Gypsum Wallboard: ASTM C 36.

- 1. Regular Type:

- a. Thickness: ½ inch, unless otherwise indicated.
- b. Long Edges: Tapered.
- c. Location: All surfaces, unless otherwise indicated.

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3.5 APPLYING AND FINISHING PANELS, GENERAL

- A. Gypsum Board Application and Finishing Standards: ASTM C 840 and GA_216.
- B. Install gypsum panels with face side out. Butt panels together for a light contact at edges and ends with not more than 1/16 inch of open space between panels. Do not force into place.
- C. Locate edge and end joints over supports, except in ceiling applications where intermediate supports or gypsum board back blocking is provided behind end joints. Do not place tapered edges against cut edges or ends. Stagger vertical joints on opposite sides of partitions. Do not make joints other than control joints at corners of framed openings.
- D. Attach gypsum panels to wood studs so leading edge or end of each panel is attached to leading edge of wood studs.
- E. Attach gypsum panels to framing provided at openings and cutouts.
 - 1. Unless concealed application is indicated or required for sound, fire, air, or smoke ratings, coverage may be accomplished with scraps of not less than 8 sq. ft. in area.
 - 2. Fit gypsum panels around ducts, pipes, and conduits.
 - 3. Where partitions intersect structural members projecting below underside of floor/roof slabs and decks, cut gypsum panels to fit profile formed by coffer, joists, and other structural members; allow 1/4" to 3/8" wide joints to install sealant. except floors. Provide 1/4" to 1/2" wide spaces at these locations, and trim edges with U bead edge trim where edges of gypsum panels are exposed. Seal joints between edges and abutting structural surfaces with acoustical sealant.
- F. SingleLayer Application:
 - 1. On partitions/walls, apply gypsum panels horizontally (perpendicular to framing), unless otherwise indicated or required by fire resistance rated assembly, and minimize end joints.
 - a. Stagger abutting end joints not less than one framing member in alternate courses of board..
- G. Single Layer Fastening Methods: Apply gypsum panels to supports with steel drill screws.

3.7 INSTALLING TRIM ACCESSORIES

- A. General: For trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.

3.8 FINISHING GYPSUM BOARD ASSEMBLIES

- A. General: Treat gypsum board joints, interior angles, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration. Promptly remove residual joint compound from adjacent surfaces.
- B. Prefill open joints, beveled edges, and damaged surface areas.
- C. Apply joint tape over gypsum board joints, except those with trim having flanges not intended for tape.
- D. Gypsum Board Finish Levels: Finish panels to levels indicated below, according to ASTM C 840, for locations indicated:
 - 4. Level 5: Embed tape and apply separate first, fill, and finish coats of joint compound to tape, fasteners, and trim flanges at panel surfaces and skim coat surfaces that will be exposed to view, unless otherwise indicated.

END OF SECTION

INTERIOR PAINTING 099123

PART 1- GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract including General and Supplemental Conditions and Division 01 Specifications Sections, apply to this section.

1.2 SUMMARY

- A. Section includes surface preparation and the application of paint system on interior substrates.
 - 1. Gypsum Board
 - 2. Unfinished wood doors, door trim.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
 - 1. Indicate VOC content
- B. Samples for Initial Selection: for each type of Top Coat Sherwin Williams "Duration" interior latex paint, satin finish at Gypsum Board, Semi-gloss at doors and door trim.
- C. Samples for Verification: for each type of paint system in each color and gloss of top coat.
 - 1. Submit Samples on rigid backing 8 inches square.
 - 2. Label each coat of each Sample.
 - 3. Label each Sample for location and application area.
- D. Product list : For each product indicated, including the following:
 - 1. Cross reference to paint system, and location of application areas. Use same designations indicated on drawings and room finish symbol.
 - 2. indicate VOC content.

1.4 CLOSEOUT SUBMITTALS

- 1. Coating Maintenance Manual: Provide coating maintenance manual including a summary with finish schedule, a detail designating where each product/ color/ finish was used, product data pages, material safety data sheet, care and cleaning instruction touch-up procedures and color sample of each color and finish used.

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1.5 MAINTANCE MATERIAL SUBMITTALS

A. Furnish extra materials from the same product run, that match products installed and that are package with protective covering for storag and identified with labels describing contents.

1. One gallon of each material and color applied.

1.6 QUALITY ASSURANCE

A. Mockup: Apply mockups of each pain system indicate and each color and finish selecte to verify preliminary selection made under Sample submittals and to demonstrate asethic e effects and set quality standards for materials and execution.

1. Owner will one surface and condition for applicaton New walla and existing walls of each paint specified in Part 3.
 - a. Vertical and Horizontal Surfaces:Provide samples of at least 100 sf.
2. Final approval of color selection will be base on mockups.
 - a. If preliminary color selection are not approved by owner, apply additional mockup of additional colors as selected by owner at no cost to Owner.
3. Approval of mockups does not constitue approval of deviations from the Contract Documents caintained in the mockups unless Archite specificall approves such deviations in writing.
4. Subject to compliance with requiremens, approve mockups may become part of the completed Work if undisturbed and time of Substantial Completion.

1.7 DELIVERY, STORAGE AND HANDLING

A. Delivery and Handling: Deliver product to Project sint in an undamaged condition in manufacturer's original sealed containers, complete with labels and instructions for handling, storing, unpacking, protecting, and installing. Packaging shall bear the manufacturer's label and the following information:

1. Product Manufacturer name
2. Prodcut name and type (description)
3. Color number
4. VOC content.
- 5 Enviromental handling requirements.
6. Surface preparation requirements.
7. Application instructions.

B. Store material not in use in tightly covered container in well-ventilated areas with ambient temperatures continuously ,maintained at not less than 45 degrees F.

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

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1.8 FIELD CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperature are between 50 and 90 degrees F.
- B. do not apply paints when relative humidity exceeds 85%, at temperature less than 5 degrees F above the dew point, on damp or wet surfaces.
- C. Lead Paint: It is not expected that lead paint will be encountered in the Work.
- D. If Lead Paint is encountered, do not disturb, immediately notify owner, so and Environmental Company can come in and do testing. If lead is found then they will develop an abatement plan. Which will not be part of this contract.
 - 1. Do not disturb lead paint or items suspected of containing hazardous material except under procedures specified by Environmental Company remediation plan.
 - 2. Perform preparation of substrates known to include lead paint in accordance with EPA Renovation, Repair and Painting rules and additional requirements of authorities having jurisdiction.

PART TWO PRODUCTS

2.1 MANUFACTURER

- A. Sherwin Williams
- B. Source Limitations: Obtain paint materials from a single source from single listed manufacturer
- C. Primer: Sherwin Williams "Extreme Bond Primer", new walls
- D. Primer: Sherwin Williams "Extreme Bond Primer", new wood door trim
- E. Wall Paint: Existing and New walls, Sherwin Williams "Duration", satin finish
- F. Wood Door Paint existing and new, Sherwin Williams "Duration", semi-gloss finish

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with applicator present, for compliance with requirements for maximum moisture content and other condition affecting performance of the Work. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers. Where acceptability of substrate condition is in question, apply samples and perform in-situ testing to verify compatibility, adhesion, and film integrity of new paint application.
 - 1. Report in writing, conditions that may affect application, appearance or performance of paint.

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B. Substate Conditions:

1. Maximum Moistuer Content of Substrates: When measured with and electronic moisture meter as follows:
 - a. Wood 15 percent
 - b. Gypsum Board: 12 percent
2. Gypsum Board Substates: Verify that finishing compound is sanded smooth on all new wall and on existing walls where touch up has occurred and at intersection of existing construction and new construction.

- C. Proceed with coating application only after unsatisfactory conditions have been corrected, application of coating indicates acceptance of surface and conditions.

3.2 PREPERATION

- A. Comply with manufacturer's written instruction and recommendation in "MPI Manual" applicalbe to substrates indicated.
- B. Remove hardware, cover plates, and similar items already in place that are removable and are not painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
- C. Clean substrated or substance that could imair bond of paint, including dust, dirt, oil and grease, and imcompatible paints and encapsulants.
 1. Remove incompatible primers substrate with compatible primers of apply tie coat as required to produce paint system indicated.
- D. Remove alll drywall anchors and Fill all holes from picture hangers or other accessories and sand smooth with adjacent surface.
- E. Wood substates:
 1. Scrape and clean knots, and apply coat of knot sealer befor applying primer.
 2. Sand surfaces that will be exposed to view, and dust off.
 3. Prime edges, ends faces, undersides and backside of wood.
 4. After priming, fill holes and imperfecion in the finish surfaes ith putty or palstic wood fill. Sand smooth when dried.

3.3 APPLICATION

- A. Apply paints according to manufacturer's written instruction and recommendation in "MPI Manual"
 1. Use applicators and techinwues suited for paint and substrate indicated.
 2. Paint surfaces behind mobile equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fxed equipment or furninture with prime coat only.

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3. Paint front and backside os access panels, removable or hinged covers, and similar hinged item to match exposed surfaces.
 4. Do not paint over labels of independent testing agencies or equipment name, identification, performance.
- B. Tint each undercoat a lighter shade to facilitate identificaiton of each coat if multiple coats of the same material is to be applied. Tint undercoats to match color of topcoat, bujt provide sufficient differece in shade of undercoate to distinguish each separte coat.
- C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color and appearance.
- D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface improfections. Cut In sharp lines and color breaks.

3.4 FIELD QUALITY CONTROL

- A. Dry Film Thickness Testing: Owner may engage the service of a qualified testing and inspection agency to inspect an test for dry film thickness.
 1. Contractor shall touch up and restore painted surfaces damaged by testing.
 2. If test results show that the film thickness of applied face does not comply with manufacturer's written recommendations, Contractor shall pay for testing and apply manufacturer's written reccomendation.

3.5 CLEANING AND PROTECTION

- A. At end of each work day, remove rubbish, empty cans, rags, and other discarded materials from project site.
- B. After completing paint application, clean splattered surfaces. Remove spattered paints by washing, scrapping, or other methods. Do not scratch or damage adjacent finish adjacent finished surfaces.
- C. Protect work of other trades aainst damage from paint application. Correct damage to work of other trades by cleaning, repairing or replacing, and refinishing, as approved by Architect, and leave in undamaged conditon.

END OF SECTION