

**INTENT TO AWARD**

C-26-64

**TO:**

**TALTY FLOORS, INC.  
86 Billerica Ave., Suite 2  
N. Billerica, MA 01862**

**FOR:**

**TIMONY – REMOVAL OF CARPETS & COVE BASE AND  
INSTALLATION OF VCT TILE & COVE BASE.**

**AMOUNT:** **\$64,804.00**

1. This award is based on competitive bids	YES
2. The above company was the lowest qualified bidder	YES
3. Was this contract a result of a budget item? a) If not, how will the money be raised?	YES
4. Was the bid process required by law? a) If not, under what provisions of law will the contract be awarded?	YES
5. Have all required specifications been complied with?	YES
6. Does the item require a service contract to guarantee proper performance?	N/A
7. Are performance/bid bonds required and have they been provided?	YES
8. Are there any penalty clauses either for lack of delivery or performance or for failure to pay on time?	N/A
9. Is this contract a Methuen business?	NO
10. Are there sufficient funds to encumber the expenditure?	YES

Acct #342-0-0000-000-090-00-0-505127-25001

Acct name: School Flooring Repl.

12/29/25  
Date

David P. Beauregard, Jr.  
David P. Beauregard, Jr., Mayor

## CITY OF METHUEN

### AGREEMENT

THIS AGREEMENT made this 5<sup>th</sup> day of January in the year Two Thousand and Twenty Six, between **Talty Floors, Inc.** a corporation with a usual place of business at 86 Billerica Ave., Suite 2, N. Billerica, MA 01862 hereinafter called the CONTRACTOR, and the **City of Methuen**, acting by its ~~Acting~~ Mayor, with a usual place of business at 41 Pleasant Street, Methuen, MA 01844, hereinafter called the OWNER.

The CONTRACTOR and the OWNER, for consideration hereinafter named, agree as follows:

#### 1. Scope of Work

The Contractor shall furnish all labor, materials, equipment, bonds and insurance to perform all work required for the project known as the Bid for the Removal of carpets & cover base and installation of VCT tile & cove base at the Timony Grammar School in Methuen, MA, in strict accordance with the Contract Documents and all related Drawings and Specifications. The said Documents, Specifications, Drawings and any GENERAL SUPPLEMENTARY CONDITIONS are incorporated herein by reference and are made a part of this Agreement (Collectively, "Contract Documents").

#### 2. Contract Price

The Owner shall pay the Contractor the sum of \$ 64,804.00 for the performance of this Agreement, subject to additions and deductions provided herein.

#### 3. Commencement and Completion of Work and Liquidated Damages

Time is of the essence of this Agreement. The Contractor shall commence and prosecute the work under this Agreement upon execution hereof and shall substantially complete the work on 2 separate weeks which are the Massachusetts school vacations weeks (February 16-20, 2026) and (April 20-24, 2026), and Final Completion including all punch list items by June 15, 2026

#### Definition of Term:

The Term "Substantial Completion" means the date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the project, or designated portion(s) thereof, for the use for which it is intended, subject to subsequent review of punch list items and other related matters for communication between the parties and correction by the Contractor.

#### A. Time as Essential Condition:

The commencement of and substantial completion of the work are essential conditions of this Agreement. Time is of the essence for each and every portion of the Contract

Documents wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract Documents any additional time is allowed for the completion of any work, the new time fixed by such extension shall be of the essence of this Agreement. The times for the completion of the work are reasonable, given the average climatic range and usual industrial conditions prevailing in the Owner's locality.

B. Progress and Completion:

Contractor shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will ensure Substantial Completion within the stipulated time period herein.

C. Liquidated Damages:

The Contractor will be responsible for all damages which may arise due to the Contractor's failure to substantially complete the work within the specified time herein. If the Contractor shall neglect, fail or refuse to complete the work within the specified number of days, or any extension thereof authorized by the Owner, Contractor agrees, as a part of the consideration for the execution of this Contract by the Owner, to pay the Owner the amount specified herein, not as a penalty, but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day, excluding Saturdays, Sundays and legal Holidays, that the Contractor shall be in default of Substantial Completion after the date specified in the Agreement. Due to the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, said amount is agreed to be the amount of damages which the Owner would sustain, and said amount shall be retained from time to time by the Owner from current periodic estimates. The amount of liquidated damages shall be \$500.00 per day.

4. Performance of the Work

A. Direction of the Work:

The Contractor shall supervise and direct the Work, subject to ongoing periodic review and approval by the Owner, using the Contractor's best skills and attention which shall not be less than such state of skill and attention generally rendered by the contracting profession for projects similar to the Project in scope, difficulty and location. The Contractor shall maintain adequate supervisory personnel at the project site during the performance of the Work. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Agreement.

B. Responsibility for the Work:

- 1) The Contractor shall be responsible to the Owner for the acts and omissions of the Contractor's employees, Subcontractors and their respective agents and employees, and

other persons performing any of the Work under a contract with the Contractor. This obligation shall also extend to the presence on the Site of suppliers of materials or equipment, their employees, contractors, and agents engaged in the work.

- 2) The Contractor shall not be relieved from the Contractor's obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Owner in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the Contractor.

C. Permits and Fees:

Unless otherwise expressly provided, the Contractor shall secure and pay for all permits and fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Agreement and which are legally required at the time the bids are received, and the same shall at all times be the property of the Owner and shall be delivered to the Owner upon completion of the Project.

D. Notices, Compliance with Laws:

- 1) The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations or lawful orders of any public authority bearing on the performance of the Work. The Contractor shall provide the Owner with reproductions of all permits, licenses and receipts for any fees paid. The Owner represents that it has disclosed to the Contractor all orders and requirements known to the Owner of any public authority particular to this Agreement.
- (2) If the Contractor observes that any of the Contract Documents are at variance with applicable laws, statutes, codes and regulations in any respect, the Contractor shall promptly notify the Owner in writing, and any necessary changes shall be accomplished by appropriate written modification signed by the Owner and the Contractor.
- (3) If the Contractor performs any Work which the Contractor knows or should know is contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, the Contractor shall assume full responsibility therefor and shall bear all costs attributable thereto. The Contractor shall likewise indemnify, defend and hold the Owner harmless with respect to any claim, demand or suit arising from the Contractor's performance of work contrary to such laws, ordinances, rules or Regulations.
- (4) In the performance of the Work, the Contractor shall comply with all applicable federal, state and local laws and regulations, including but not limited to those relating to wages and workplace and employee safety. The Contractor shall notify the Owner immediately of any conditions at the place of the work which violate said laws and regulations and shall take prompt action to correct and eliminate any such violations.

E. Project Superintendent:

The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site at all times during the progress of the Work. The superintendent shall represent the Contractor. All communications given to the

superintendent shall be as binding as if given to the Contractor. Material communications shall be confirmed in writing by each party hereto. Other communications shall be confirmed on written request by either party hereto in each case.

F. Progress Schedule:

The Contractor, immediately after being awarded the Contract, shall prepare and submit for the Owner's information an estimated progress schedule for the Work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents and shall provide for expeditious and practicable execution of the Work.

G. Drawings, Specifications and Submittals:

- (1) The Contractor shall maintain at the site for the Owner one record copy of all Drawings, Specifications, Addenda, Change Orders and other Modifications, and "As-Built" Drawings and Specifications in good order and marked currently to record all changes made during construction, and approved Shop Drawings, Product Data and Samples. These shall be delivered to the Owner upon completion of the Work.
- (2) By approving and submitting Shop Drawings, Product Data and Samples, the Contractor represents that the Contractor has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that the Contractor has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
- (3) The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Owner's approval of Shop Drawings, Product Data or Samples unless the Contractor has specifically informed the Owner in writing of such deviation at the time of submission and the Owner has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the Owner's approval thereof.
- (4) The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by the Owner on previous submittals.
- (5) No portion of the Work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittal has been approved in writing by the Owner. All such portions of the Work shall be in accordance with approved submittals.

H. Protection of the Work and Owner's Property:

The Contractor shall at all times safeguard the Owner's property from injury or loss in connection with this Agreement. The Contractor shall at all times safeguard and protect the

Contractor's own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury. The Contractor shall clean the Work area site and restore it to its original condition upon completion of the Work.

**I. Quality of the Work:**

The Contractor shall perform the work in a good, workmanlike manner. The Contractor hereby guarantees that the entire Work under the Agreement will satisfy all requirements thereof as to quality of workmanship and materials. The Contractor hereby agrees to make, at the Contractor's own expense, any repairs or replacements made necessary by defects in materials or workmanship supplied by the Contractor that become evident within one (1) year after the date of the final payment, and to restore to full compliance with the requirements set forth herein any part of the Work constructed hereunder, which during said one (1) year period is found to be deficient with respect to any provisions of the Contract Documents. The Contractor also agrees to indemnify, defend, and hold the Owner harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for same from the Owner. If the Contractor fails to make the repairs and replacements promptly, the Owner may make the repairs and replacements, and the Contractor shall be liable to the Owner for the cost thereof.

**J. Warranty:**

The Contractor guarantees to Owner that all materials incorporated into the Work will be new unless otherwise specified or agreed in writing. Prior to final payment, the Contractor shall deliver to the Owner all manufacturers' warranties, together with such endorsements or assignments as are necessary to ensure to the Owner the Owner's full rights and benefits of such warranties.

**K. Affirmative Action/Equal Employment Opportunity:**

The Contractor is directed to comply with all applicable State and Local Laws, Ordinances, Bylaws, and rules and regulations regarding affirmative Federal, action/equal employment opportunity requirements. Failure of the Contractor to comply with any such law, rule or regulation shall constitute grounds for the Owner to terminate the Agreement.

**L. Site Information Not Guaranteed, Contractor's Investigation:**

All information given in the Contract Documents relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the Owner. All such information is furnished only for the information and convenience of the Contractor and is not guaranteed or warranted by the Owner.

The Owner does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures encountered during construction will be the same as those indicated in the Contract Documents.

The Contractor has familiarized itself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and federal, state, and local laws, rules, ordinances, and regulations that in any manner may affect costs, progress, or performance of the Work. Contractor has made, or has caused to be made, examinations, investigations, and tests and studies of such reports and related data in addition to those referred to in the paragraph above as the Contractor deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other Terms and Conditions of the Contract Documents; and no additional examinations, tests, investigations, reports, and similar data are or will be required by the Contractor for such purposes.

The Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the Contract Documents. Contractor has given the Owner written notice of all conflicts, errors, or discrepancies that the Contractor has discovered in the Contract Documents, and the resolution thereof by the Owner is acceptable to the Contractor.

The Contractor shall not use or be entitled to use any of the information made available to the Contractor or obtained in any examination made by the Contractor in any manner as a basis of or ground for any claim or demand against the Owner, arising from or by reason of any variance which may exist between the information made available and the actual subsurface conditions or other conditions or structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

M. Project Architect or Engineer:

There is        or there is not   X   a project architect-engineer for this project who is \_\_\_\_\_ Except as otherwise indicated in the Contract Documents, the Architect/Engineer shall be a representative of the Owner and the Contractor shall direct all communications, questions and comments on the work and the performance thereof to the Architect/Engineer. Except as otherwise provided by law or by this Agreement, the Architect/Engineer shall have all the authority of the Owner set forth in the Contract Documents. In general, the Architect/Engineer shall have the authority to review the performance of the work, reject work which is defective or otherwise does not comply with the Contract Documents and to order the Contractor to remedy defective work and take such actions which are necessary to make the work conform to the Contract Documents.

N. Wage Rates:

Prevailing Wage Rates as determined by the Department of Labor Standards under the provisions of Massachusetts General Laws, Chapter 149, Section 26 to 27G, as amended, apply to this project. The Contractor shall provide the Owner with certified payrolls and to comply with all requirements of the above-cited statutes.

The schedules of prevailing wage rates are included in the Contract Documents as if attached hereto and made a part hereof.

O. Payments to the Contractor:

Within fifteen (15) days after receipt from the Contractor of a proper and satisfactory periodic estimate requesting payment of the amount due for the preceding month, the Owner shall have thirty (30) days to make payment for:

- 1) The work performed during the preceding month.
- 2) The materials not incorporated in the Work but delivered and suitably stored at the site (or at some location mutually agreed upon in writing) to which the Contractor has title, or to which a Subcontractor has title and has authorized the Contractor to transfer title to the Owner.
- 3) Less the following retention items:
  - a) A retention based on an estimate of the fair value of the Owner's claims against the Contractor.
  - b) A retention for direct payments to Subcontractors, if any, based on demands for same in accordance with the provisions of Section 39F of Chapter 30 of the General Laws.
  - c) A retention not exceeding five percent (5%) of the approved amount of the periodic payment.
- 4) After the receipt of a periodic estimate requesting final payment and within sixty-five (65) days after the Contractor fully completes the Work, or substantially completes the Work so that the value of the Work remaining to be done is, on the estimate of the Owner, less than 1% of the original Contract Price, or substantially completes the Work and the Owner takes possession or occupancy, whichever occurs first, the Owner shall pay the Contractor the entire balance due on the Contract less:
  - a) A retention based on an estimate of the fair value of the Owner's claims against the Contractor and of the cost of completing the incomplete and unsatisfactory items of work.
  - b) A retention for direct payments to Subcontractors, if any, based on demands of same in accordance with the provisions of Section 39F of Chapter 30 of the General Laws, or based on the record of payments by the Contractor to the Subcontractors under this Contract if such record of payment indicates that the Contractor has not paid Subcontractors as provided in Section 39F of Chapter 30 of the General Laws.

If the Owner fails to make payment as herein provided, there shall be added to each such payment, late payment interest pursuant to M.G.L. c. 29, Sec. 29C as established by the Office of the State Comptroller, indemnification

commencing on the first day after said payment is due, and continuing until the payment is delivered or mailed to the Contractor; provided that no interest shall be due, in any event, on the amount of a periodic estimate for final payment until fifteen (15) days after receipt of such a periodic estimate by the Owner as provided in the first paragraph of this Article. The Contractor agrees to pay to each subcontractor a portion of any such interest paid in accordance with the amount due each subcontractor.

The Owner may make changes in any periodic estimate submitted by the Contractor and the payment due on said periodic estimate shall be computed in accordance with the changes so made, and such changes and any requirements for a corrected periodic estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the amount of the periodic payment computed in accordance with the changes made, as provided herein; provided further, that the Owner may, within seven (7) days after receipt, return to the Contractor for correction, any periodic estimate which is not in acceptable form or which contains computations not arithmetically correct, and in that event, the date of receipt of such periodic estimate shall be the date of receipt of the corrected periodic estimate in proper form and with arithmetically correct computations. The date of receipt of a periodic estimate received on a Saturday shall be the first working day thereafter.

P. Changes in the Work:

No changes in the work covered by the approved Contract Documents shall be made without prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:

- 1) Unit bid prices previously approved.
- 2) An agreed lump sum.
- 3) The actual cost of:
  - a) Labor.
  - b) Materials entering permanently into the work.
  - c) The ownership or rental cost of construction equipment during the time of use on the extra work.
  - d) Power and consumable supplies for the operation of power equipment.
  - e) Wages to be paid.

Q. Claims for Additional Costs:

If the Contractor wishes to make a claim for an increase in the Contract Sum, the Contractor shall give the Owner written notice thereof within twenty days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property.

No such claim shall be valid unless so made. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

The Contractor hereby agrees that the Contractor shall have no claim for damages of any kind against the Owner on account of any delay in the commencement or performance of the work and/or any hindrance, delay or suspension of any portion of the work including, but not limited to, any claims or damages on account of having to perform out of sequence work, claims for damages on account of loss of production or other interference with the work whether such delay is caused by the Owner or otherwise, except as and to the extent expressly provided under G.L. c.30, §390 in the case of written orders by the Owner. The Contractor acknowledges that the Contractor's sole remedy for any such claim will be an extension of time as provided herein.

R. Final Payment, Effect:

The acceptance of final payment by the Contractor shall constitute a waiver of all claims by the Contractor arising under the Agreement.

S. Contract Documents:

The Contract Documents consist of the following, together with this Agreement:

- Instructions to Bidders
- Bid Form
- Clerk's Certificate of Corporate Vote
- Non-Collusion Certificate
- Tax Compliance Certificate
- General Requirements
- Specifications and Addenda (no addenda)
- Contract Drawings (see bid docs for rooms)
- Schedule of Prevailing Wages (attached in bid docs)

T. Terms Required by Law:

This Agreement shall be considered to include all terms required to be included in it by the Massachusetts General Laws, and all other regulations, local ordinances and federal laws bearing on the work, as though such terms were set forth in full herein.

U. Indemnification:

The Contractor shall indemnify, defend and hold harmless the Owner from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement when such claims, damages, losses, and expenses are caused, in whole or in part, by the acts, errors, or omissions of the Contractor or the Contractor's employees, agents, subcontractors or representatives.

The Contractor further agrees that if the Owner or any of its agents or employees is designated as a defendant or a party in litigation as a result of any act or omission of said Contractor or its subcontractors, employees, servants or agents in the performance of this contract that Contractor shall defend said Owner, and provide for the defense of all claims and costs and expenses therefor, and to indemnify the Owner for any damages imposed or adjudged and all the attendant costs thereof.

V. Insurance:

The Contractor shall purchase and maintain such insurance as will protect both the Owner and the Contractor from claims which may arise under the Agreement, including operations performed for the named insured by independent contractors and general inspection thereof by the named insured. In addition, the Contractor shall require its subcontractors to maintain such insurance. Coverage shall be provided for:

- 1) claims under workers' compensation, disability benefit and other applicable employee benefit acts;
- 2) claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
- 3) claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
- 4) claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person.
- 5) claims for damages, including damages to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- 6) claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The Insurance required by the above shall be written for not less than the following minimum limits of liability:

Workmen's Compensation:

Statutory Requirements

Employer's Liability:

\$1,000,000

Comprehensive General Liability:

Each person/each occurrence:  
General Aggregate per project:

Bodily Injury  
\$1,000,000  
\$2,000,000 Or a Combined Single  
Limit of \$2,000,000

Each Occurrence:  
General Aggregate per project:

Property Damage  
\$1,000,000  
\$2,000,000 Or a Combined Single  
Limit of \$2,000,000

Comprehensive Automobile Liability:

Each person/each occurrence:

Bodily Injury  
\$1,000,000 Or a Combined Single  
Limit of \$1,000,000

Each occurrence:

Property Damage  
\$1,000,000 Or a Combined Single  
Limit of \$1,000,000

Excess Liability (Umbrella):

\$1,000,000

The above insurance policies shall also be subjected to the following requirements:

- (a) Insurance coverage for the Contractors' Comprehensive General Liability, as specified under the foregoing paragraph and for the City Protective Liability, as hereinafter specified under Paragraph entitled "Protective Liability Insurance" shall be written by one and the same insurance company to avoid the expense of duplicate and/or overlapping coverage to facilitate and expedite the settlement of claims.
- (b) Certificates of Insurance acceptable to the City shall be addressed to and filed with the City prior to commencement of the work. Renewal certificates shall be filed with the City at least ten (10) working hours prior to the expiration date of required policies.
- (c) No insurance coverage shall be subject to cancellation without thirty (30) Days prior written notice forwarded by registered or certified mail to the City. The City shall be notified of the attachment or any restrictive amendments to the policies.
- (d) All Certificates of Insurance shall contain true transcripts from the policies, authenticated by the proper officer of the insurer, evidencing in particular those insured, the extent of the coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses.
- (e) All premium costs shall be included in the Contractor's bid.
- (f) **The City shall be named as an additional insured on the Contractors' General Liability and Excess Umbrella Liability Insurance Policies.**

## B.) Installation Floater

The Contractor is required to be insured for direct physical loss or damage for the total property limit of his portion of the project, including while such stock and material is on the job site, temporarily stored off premises, or while in transit. Such coverage should be written on an all-risks basis or equivalent form and shall include, without limitation, insurance against perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, flood and earthquake, windstorm, falsework, testing and startup, debris removal. This policy should include Transportation and Stored Material coverage in the amount of the Total Contract Price.

The Contractor shall maintain insurance on delivered and/or stored material designated to be incorporated in the work against fire, theft, or other hazards. Any loss or damage of whatever nature to such material while stored at an offsite location or on city/school property shall be replaced by the contractor at no expense to the Owner.

## W. Notice:

All notices required to be given hereunder shall be in writing and delivered to, or mailed first class to, the parties' respective addresses stated above. In the event that immediate notice is required, it may be given by telephone, email, or facsimile, but shall, to the extent possible, be followed by notice in writing in the manner set forth above.

## X. Termination:

- 1) Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven days' written notice to the party in default and the failure within that time of said party to cure its default.
- 2) The Owner shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the Contractor. If the Agreement is terminated pursuant to this subparagraph, the Contractor shall be reimbursed in accordance with the Contract Documents for all Work performed up to the termination date, and for all materials or equipment not incorporated in the Work, but delivered and suitably stored at the site. Payment for material or equipment stored at the site shall be conditioned upon submission by the Contractor of bills of sale or such other evidence as is satisfactory to Owner to establish the Owner's title to such material or equipment or otherwise protect the Owner's interests.

## Y. Miscellaneous:

- 1) Royalties and Patents: The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and shall indemnify the Owner from loss or damages on account thereof, except that the Owner shall be responsible to the extent permitted by law, for all such loss

when a particular design, process or the product of a particular manufacturer or manufacturers is specified; but if the Contractor believes or has reason to believe that the design, process or product specified is an infringement of a patent, the Contractor shall be responsible for such loss unless the Contractor promptly gives such information to the Owner, and thereafter the Owner insists on the use of the design, process or products specified.

- 2) Assignment: The Contractor shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the Owner.
- 3) Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts, and any lawsuit arising under this Agreement shall only be brought or filed in a court of competent jurisdiction in the Commonwealth of Massachusetts.
- 4) By its signature hereon, the Contractor certifies, under the pains and penalties of perjury, that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.
- 5) **CONFLICT OF INTEREST.** Consistent with Chapter 268A of the Massachusetts General Laws, the Contractor covenants that the Contractor has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having any such interest shall be employed by the Contractor.
- 6). Consummation of this contract requires the approval of the Mayor of Methuen and the Methuen City Council prior to engagement of services or supply.

THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY.

IN WITNESS WHEREOF, the said Contractor and Owner acting by and through their respective authorized representatives, have executed this contract on the day and year first above written.

CITY OF METHIEN, MASSACHUSETTS  
(Owner)

By: its Acting Mayor

David P. Beauregard, Jr.

David P. Beauregard, Jr.

CONTRACTOR: Talley Floors, Inc.

By: Matthew Tally  
Signature

Matthew Tally, VP

Print name and title

Approved as to Form:

By Paul T. O'Neill  
Paul T. O'Neill, City Solicitor

Methuen Public Schools

Lisa Golobski Toumey, Assist. Superintendent

Ian P. Gosselin, Superintendent of  
Finance and Operations

In accordance with G.L. c.44, Section 31C, this is to certify that an appropriation in the amount of this contract is available therefor and that the Mayor has been authorized to execute the contract and approve all requisitions and change orders.

By Maggie Duprey, C.A.F.O.  
Maggie Duprey, C.A.F.O.  
Acct: 342-0-0000-000-090-00-0-505127-25001 School Floring Rep.

**CLERK CERTIFICATE**  
(Must be filled out if a Corporation)  
**AUTHORIZATION TO SIGN CONTRACT**

1. I hereby certify that I am the Clerk/Secretary of Talty Floors, Inc.  
(insert full name of Corporation)
2. corporation, and that Matthew Talty  
(insert the name of officer who signed the contract and bonds.)
3. is the duly elected V.P  
(insert the title of the officer in line 2)
4. of said corporation, and that on 12/17/25  
(insert a date that is *ON OR BEFORE* the date the  
officer signed the contract and bonds.)

at a duly authorized meeting of the Board of Directors of said corporation, at  
which all the directors were present or waived notice, it was voted that

5. Matthew Talty the V.P  
(insert name from line 2) (insert title from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the  
name and on behalf of said corporation, and affix its Corporate Seal thereto, and such  
execution of any contract or obligation in this corporation's name and on its behalf, with  
or without the Corporate Seal, shall be valid and binding upon this corporation; and that  
the above vote has not been amended or rescinded and remains in full force and effect as  
of the date set forth below.

6. ATTEST: Denise Talty  
(Signature of Clerk or Secretary)\*
7. Name: Denise Talty  
(Please print or type name in line 6)\*
8. Date: 12/22/25  
(insert a date that is *ON OR AFTER* the date the  
officer signed the contract and bonds.)

*AFFIX CORPORATE  
SEAL HERE*

\* The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the  
corporation.

\*\* If you do not have a seal please type or write "NONE"

**CERTIFICATIONS REQUIRED BY LAW  
FOR PUBLIC CONSTRUCTION CONTRACTS**

You must COMPLETE and SIGN the following certifications. You must also print, at the bottom of this page, the name of the contractor for whom these certifications are submitted.

**TAX COMPLIANCE**

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that, to my best knowledge and belief, I am in compliance with all the laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

**NON-COLLUSION**

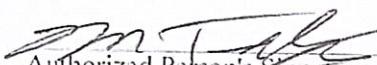
The undersigned certifies under the penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business partnership, corporation, union, committee, club or other organization, entity or group of individuals.

**PUBLIC CONTRACTOR DEBARMENT**

The undersigned certifies under penalty of perjury that the below named contractor is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

---

COMPLETE AND SIGN BELOW:

  
Authorized Person's Signature

12/22/25  
Date

Matthew Talty, VP  
Print Name & Title of Signatory

Talty Floors, Inc.  
Name of Contractor

26 - 3932745  
Tax ID Number

## OSHA COMPLIANCE CERTIFICATION

Any person submitting a bid for, signing a contract to work on, the construction, reconstruction, alteration, remodeling or repair of any building or public works project undertaken by a public awarding authority in Massachusetts and estimated to cost more than \$10,000 must certify on the bid or contract, under penalties of perjury, as follows:

1. That the bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed at the work
2. All employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee: and
3. That all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration. (MGL. c. 30, Section 39S (a))

Pursuant to M.G.L. c. 30, Section 39M and M.G.L. c. 149, I certify under penalties of perjury that, to the best of my knowledge and belief, I am in compliance with the OSHA requirements as stated above.

Company Name Talty Floors, Inc.

Authorized Signatory M. Talty

Date 12/22/25

Print Name Matthew Talty

**ATTACHMENT A - BID SUBMISSION FORM- MUST SUBMIT WITH BID**

CONTRACT IDENTIFICATION: THIS BID IS SUBMITTED TO: **Removal of carpets and cove base and installation of VCT tile and cove base at the Timony Grammar School.**

**City of Methuen  
41 Pleasant St.  
Methuen MA 01844**

The undersigned Submitter proposes and agrees, if this bid is accepted, to enter into a Contract to deliver the product as specified or indicated for the prices and within the times indicated in this bid in accordance with the other terms and conditions of the Request for Bids Documents.

The Submitter accepts all of the terms and conditions of the Request for the bids Documents.

<b>TOTAL PROPOSED PROJECT PRICE</b>	<b>\$ 64,804</b>
-------------------------------------	------------------

COMPANY NAME TalTy Floors, Inc.

COMPANY ADDRESS 86 Billerica Ave. Suite 2  
N. Billerica, MA 01862

RESPONSIBLE PERSON'S NAME AND AUTHORIZED SIGNATURE

NAME Matthew TalTy SIGNATURE 

DATE: 12/8/25

CONTACT TELEPHONE: 978-618-7131 CONTACT EMAIL: matt@taltyfloors.com

ADDENDA ACKNOWLEDGEMENT NUMBER/S: 1, 2

Signature: 

**ATTACHMENT E- PROJECT MANAGEMENT - MUST SUBMIT WITH BID**

The undersigned proposed to designate the following people as Project Manager and Project Supervisory Representative.

Project Manager: Matthew Talty

Phone Number: 978-608-7131

Email: mat+@taltyfloors.com

Project Supervisory Representative: Joseph Shenna, Jr.

Phone Number: 603-765-2213

Email: mike@taltyfloors.com

The rest of this page is left blank intentionally.



TALTFLO-01

PKIERSTEAD

DATE (MM/DD/YYYY)

12/5/2025

## CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
Clark Insurance, a Marsh & McLennan Agency, LLC company  
165 Thorndike St  
Suite 3001  
Lowell, MA 01852

CONTACT NAME:	FAX (A/C, No.): (978) 459-0044
PHONE (A/C, No, Ext): (978) 459-0505	E-MAIL ADDRESS: info@clarkinsurance.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Nautilus Ins Co	NAIC #
INSURER B: Arbella Indemnity Insurance	10017
INSURER C: Sentinel Insurance Company, Ltd.	11000
INSURER D:	
INSURER E:	
INSURER F:	

INSURED  
Talty Floors Inc  
86 Billerica Avenue, Suite 2  
North Billerica, MA 01862

## COVERAGEs

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  <input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- <input type="checkbox"/> JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		NN1905047	10/2/2025	10/2/2026	EACH OCCURRENCE \$ 1,000,000	
						DAMAGE TO RENTED PREMISES (EA occurrence) \$ 100,000	
						MED EXP (Any one person) \$ 5,000	
						PERSONAL & ADV INJURY \$ 1,000,000	
						GENERAL AGGREGATE \$ 2,000,000	
						PRODUCTS - COMP/OP AGG \$ 2,000,000	
						\$	
B	<input type="checkbox"/> AUTOMOBILE LIABILITY  <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		1020051391 10	1/26/2025	1/26/2026	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000	
						BODILY INJURY (Per person) \$	
						BODILY INJURY (Per accident) \$	
						PROPERTY DAMAGE (Per accident) \$	
						\$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$	
						AGGREGATE \$	
						\$	
C	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N N / A	08WECIH6724	5/27/2025	5/27/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH- ER	
						E.L. EACH ACCIDENT \$ 500,000	
						E.L. DISEASE - EA EMPLOYEE \$ 500,000	
						E.L. DISEASE - POLICY LIMIT \$ 500,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

## ATTACHMENT B- VENDOR REFERENCES- MUST SUBMIT WITH BID

Reference List of at least three (3) organizations (School/ City's preferred) similar in magnitude, which the vendor has been awarded in the past five (5) years. Please submit these references with their sealed proposals.

Bidder: Tally Floors, Inc.

IFB Title: Renov of Carpet & Cove Base, Install VCT on Cove Base  
at Timony Grammar School

(Fill in the appropriate requirements: for example, all contracts performed within the past five (5) years of similar size and scope to this contract)

Reference: Methuen Housing Auth Contact: Mike Wilkie *Lisa Ladd*

Address: 24 Mystic St. Phone: 978-682-8607  
Methuen, MA Fax: \_\_\_\_\_

Total Contract Amount: \$25K per year Date completed: 2015 - present

Description of services provided: Flooring Services - annual contract  
Carpet, LVT, cove base, VCT

*Facility Director*  
Kevin

Reference: Quabbin Regional School Dist Contact: Cheryl Duval *Retired*

Address: 872 South St. Phone: 978-355-4668 x8509  
Barre, MA Fax: \_\_\_\_\_

Total Contract Amount: \$44K / \$73K Date completed: 8/9/24 8/5/25

Description of services provided: School Classrooms, Hallways, Library  
LVT, Carpet Tile, cove base

Reference: Town of Dracut Contact: Barbara O'Connor

Address: 62 Arlington St. Phone: 978-770-2584  
Dracut, MA Fax: \_\_\_\_\_

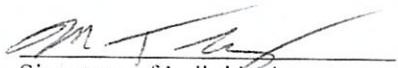
Total Contract Amount: \$29K / \$36K Date completed: 8/31/22 5/27/25

Description of services provided: Fire Dept., Council on Aging  
VCT, LVT, Carpet Tile, Carpet, cove base

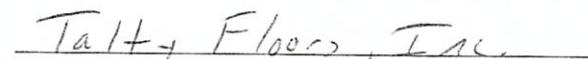
**ATTACHMENT C - CERTIFICATES- MUST SUBMIT WITH BID**

**TAX COMPLIANCE CERTIFICATION**

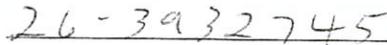
I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all Massachusetts tax returns and have complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.



Signature of Individual  
(Mandatory)



By: Corporate Officer or Corporate Name  
(Mandatory, if applicable)



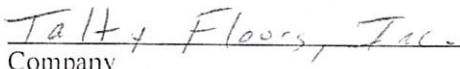
\*\* Social Security (Voluntary) or Federal Identification Number

\* Approval of a contract or other agreement will not be granted unless this certification clause is signed by applicant.

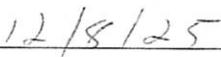
\*\* Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of Mass. G.L. c. 62C s. 49A.

**CERTIFICATION OF GOOD FAITH**

The undersigned certifies under the penalties of perjury that this proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.



Company



Date

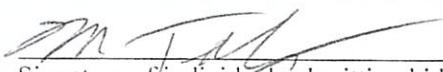


(Name and Title)

\*Approval of a contract or other agreement will not be granted unless this certification clause is signed by applicant.

**CONFLICT OF INTEREST - GOOD AND SERVICES**

The contractor in light of the provision of Chapter 268A of the Massachusetts General Laws, covenants that he/she has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the purchase of goods required under this bid/proposal. The contractor further covenants that in the performance of this contract no person having any such interest shall be employed.



Signature of individual submitting bid or proposal  
PROVIDER



Name of business

**ATTACHMENT D- AFFIDAVIT OF OSHA COMPLIANCE- MUST SUBMIT WITH BID**

**OSHA COMPLIANCE CERTIFICATION**

Any person submitting a bid for, signing a contract to work on, the construction, reconstruction, alteration, remodeling or repair of any building or public works project undertaken by a public awarding authority in Massachusetts and estimated to cost more than \$10,000 must certify on the bid or contract, under penalties of perjury, as follows:

1. That he is able to furnish labor than can work in harmony with all other elements of labor employed or to be employed at the work
2. All employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and
3. That all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration. (MGL. c. 30, Section 39S (a))

Pursuant to M.G.L. c. 30, Section 39M and M.G.L. c. 149, I certify under penalties of perjury that, to the best of my Knowledge and belief, I am in compliance with the OSHA requirements as stated above.

Company Name Talley Floors, Inc.

Authorized Signatory Matthew Talley Date 10/8/25

Print name Matthew Talley



TALTFLO-01

PKIERSTEAD

DATE (MM/DD/YYYY)

12/5/2025

## CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	(978) 459-0505
Clark Insurance, a Marsh & McLennan Agency, LLC company 165 Thorndike St Suite 3001 Lowell, MA 01852		FAX (A/C, No): (978) 459-0044
E-MAIL ADDRESS: <a href="mailto:info@clarkinsurance.com">info@clarkinsurance.com</a>		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Nautilus Ins Co		
INSURER B: Arbella Indemnity Insurance		10017
INSURER C: Sentinel Insurance Company, Ltd.		11000
INSURER D:		
INSURER E:		
INSURER F:		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR     <input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC   <input type="checkbox"/> OTHER		NN1905047	10/2/2025	10/2/2026	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (EA occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
B	<input type="checkbox"/> AUTOMOBILE LIABILITY  <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY   <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  <input type="checkbox"/> DED <input type="checkbox"/> RETENTION S		1020051391 10	1/26/2025	1/26/2026	COMBINED SINGLE LIMIT (EA accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
						EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
C	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N  <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A	08WECIH6724	5/27/2025	5/27/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH- ER	
						E.L. EACH ACCIDENT	\$ 500,000
						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
						E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

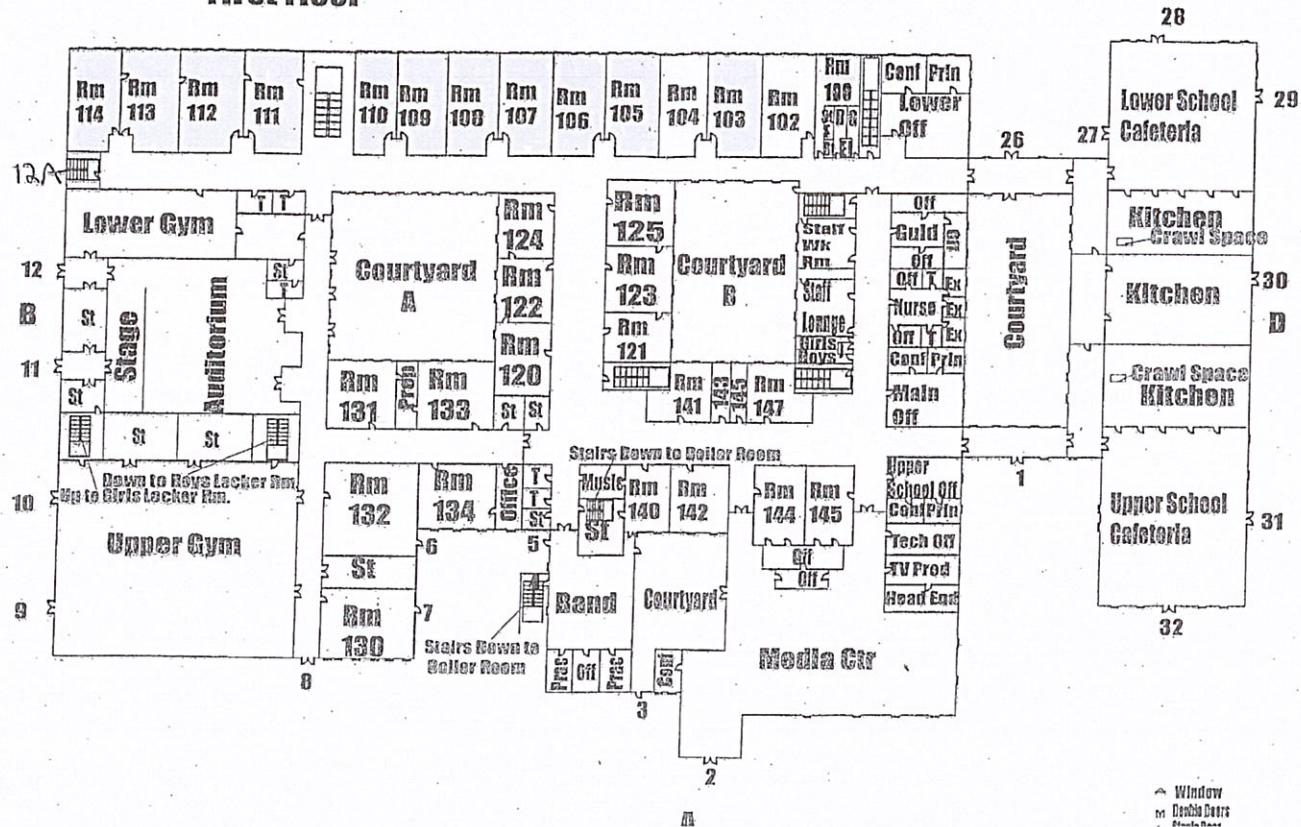
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

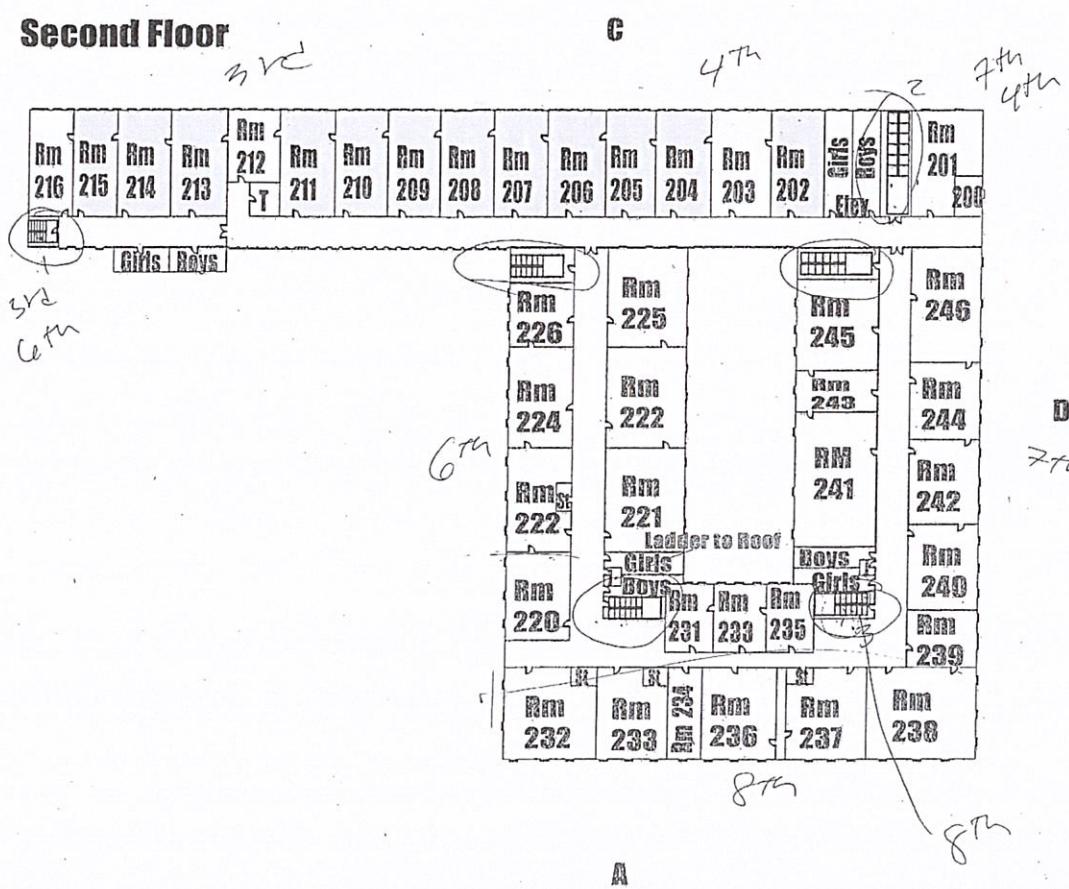
24-26 624

C

## First Floor



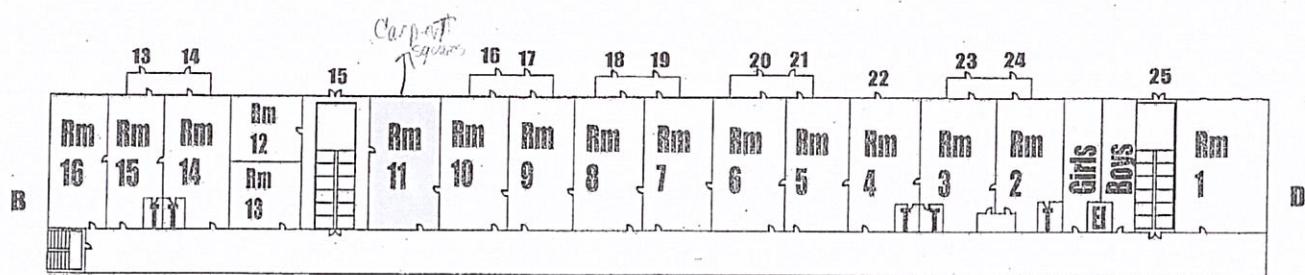
## Second Floor



# Timony Grammar School

C

## Ground Floor



W Windows  
D Double Doors

**City of Methuen  
IFB**  
**Removal of carpets and cove  
base, installation of VCT tile and  
cove base at the Timony Grammar  
School**

The City of Methuen is seeking bids from qualified vendors for the **Removal of carpets and cove base, installation of VCT tile and cove base at the Timony Grammar School**. A **suggested bid walk-through** of the site facility will be conducted on **Tuesday, Nov. 25, 2025, at 3:30 pm** at 45 Pleasant View St, Methuen, MA 01844. **Please confirm by Monday, Nov. 24, 2025, by sending an email to Purchasing@methuen.gov if you will be attending the walk through.**

Specifications and bid forms may be obtained on or after **Nov. 19, 2025**, via the City of Methuen website, [Methuen.gov/purchasing](http://Methuen.gov/purchasing). All potential bidders must be registered as a plan holder through this link.

All bids must be made out in Duplicate, either typed or printed in ink. The bids must be filled out and signed as directed therein, sealed in an envelope plainly marked **IFB (Removal of Carpets and Cove Base Timony School, Methuen, MA.)** and delivered to the Office of the City Clerk, Searles Building, 41 Pleasant Street- Rm. 112, Methuen, MA 01844, and endorsed with the name, address of the proposer. Sealed Proposals must be received by the City Clerk no later than **December 9, 2025, at 11:00 noon** local time. Proposals will be opened at Methuen City Hall on the 3rd fl. (Great Hall) 41 Pleasant St., Methuen, MA 01844.

No Bid will be considered that is not accompanied by a certified or cashier's check or bid bond of five percent (5%) of the total bid amount, payable to the "City of Methuen". This bid deposit will become the property of the Methuen Public Schools if the successful bidder fails to execute the contract.

The City of Methuen reserves the right to reject any and all proposals or to waive any informality in the bidding if it is deemed to be in the best interest for the City to do so.

No Bid may be withdrawn within thirty (30) days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids.

The bidding and award of this Contract will be under the provisions of M.G.L. Chapter 30B.

Lauri Antonacci  
Purchasing Director  
ET - November 19 2025

**Secretary of the Commonwealth of Massachusetts**  
William Francis Galvin

General contract submission confirmation

**The following General Contract submission was successfully received.**

**Planned date of publish is 11/19/2025**

**Awarding Agency**

Agency Name and Address:	<u>City of Methuen 41 Pleasant St. Methuen, MA 01844</u>
Project Number:	<u>Timony Carpet remove &amp; add new</u>
Estimated Cost:	<u>150000.00</u>
Contractor Qualification:	

Required for DCAMM contracts over \$150,000, Highway Division contracts over \$50,000. Add categories to the Project description below.

**Contact Information**

Name:	<u>Lauri Antonacci</u>	
Phone:	<u>9789838535</u>	Fax <u>978-983-8535</u>
Email Address:	<u>llantonacci@ci.methuen.ma.us</u>	
<u>Notify email address listed when final publish date assigned.</u>		

**Contract Information**

Project:	<u>Removal of 24 rooms of carpets and cove base &amp; install of new VCT tile &amp; cove base. And one room carpet removal and carpet squares(Commercial grade) installed &amp; cove base.</u>	
Plans/Specifications Available:	<u>Available 11/19/2025 at 8:00 am on the City of Methuen website: Methuen.gov/purchasing. All vendors need to register as a plan holder in order to get the documents.</u>	
Place, date and time		
General Bid Deadline*:	<u>12/09/2025</u>	Time <u>11:00 am</u>
Sub Bid Deadline:		Time
Sub Bid Categories:		
Additional Information	<u>There will be a walk through at Timony Grammar School, 45 Pleasant View Street, Methuen, MA at 3:30 pm. Please go to the front doors and there will be someone there to take you around on 11/25/2025.</u>	

This page can be printed for your records.

**Add Another**

**Return To Menu**

City of Methuen

Page 1 of 1

BID SOLICITATION

Description: Removal of carpets and  
cove base, installation of VCT tile and  
cove base at the Timony Grammar  
School

Bid Number
BD-26-1156-00001-00001-122947
Alternate ID
Requisition Number

Item	Class-Item	Quantity	Unit	Unit Price	Total
1	Removal of carpets and cove base, installation of VCT tile and cove base at the Timony Grammar School. One rm remove carpet install Carpet	1	EA	_____	_____
				TOTAL:	_____

THIS IS NOT AN ORDER, AND DOES NOT COMMIT THE PURCHASING ENTITY TO PURCHASE ANY GOODS OR SERVICES.

PURCHASED

By: Lauri L. Antonacci  
Phone#: (978) 983-8535  
Email: [lantonacci@ci.methuen.ma.us](mailto:lantonacci@ci.methuen.ma.us)

BUYER

## Open Market Bid BD-26-1156-00001-00001-122947

Status: 2BS - Sent



General Items Address Accounting Routing Attachments(1) Notes Bidders Questions Amendments Q & A Reminders Summary

## Header Information

<b>Bid Number:</b>	BD-26-1156-00001-00001-122947	<b>Description:</b>	Removal of carpets and cove base, installation of VCT tile and cove base at the Timony Grammar School	<b>Status:</b>	2BS - Sent
<b>Purchaser:</b>	Lauri L. Antonacci	<b>Minor Status:</b>			
<b>Organization:</b>	City of Methuen				
<b>Fiscal Year:</b>	26	<b>Department:</b>	00001 - City of Methuen	<b>Location:</b>	00001 - City of Methuen
<b>Show On Web:</b>	Yes	<b>Allow Electronic Quote:</b>	No	<b>Required Date:</b>	
<b>Bid Opening Date:</b>	12/09/2025 11:00:00 AM	<b>Available Date:</b>	11/19/2025 08:00:00 AM		
<b>Bid Type:</b>	Open Bid	<b>Informal Bid:</b>	No		
<b>Estimated Cost:</b>	\$0.00				
<b>Alternate ID:</b>		<b>Purchase Method:</b>	Open Market	<b>Catalog Id (for contract):</b>	
<b>Blanket Begin Date:</b>		<b>Blanket End Date:</b>		<b>Type Code:</b>	
<b>Info Contact:</b>		<b>Bulletin Desc:</b>	Removal of carpets and cove base, installation of VCT tile and cove base at the Timony Grammar School. One rm remove carpet install Carpet	<b>Pre-Bid Conference:</b>	A suggested bid walk-through of the site facility will be conducted on Tuesday, Nov. 25, 2025, at 3:30 pm at

U N S P S C Code Certified Required:	No	Acknowledge inclusion required:	No	Hour of Acknowledge inclusion:	0 0
<b>Subcontractor Info:</b>					
Date Last Updated:	11/17/2025 12:33:46 PM	Quote Notification:	No	Item Single Award Only:	No
Ship-to Address:	Lauri L. Antonacci 41 Pleasant Street Methuen, MA 01844 US Email: llantonacci@ci.methue n.ma.us Phone: (978) 983-8535 FAX: (978) 983-8972	Bill-to Address:	Lauri L. Antonacci 41 Pleasant Street Methuen, MA 01844 US Email: llantonacci@ci.methue n.ma.us Phone: (978) 983-8535 FAX: (978) 983-8972	Print Format:	Bid Print
Solicitation Enabled:	No	Allow vendors to submit multiple / alternate quotes:			
Invoice Method:	Three Way Match	Close Q&A For Vendor Date:			

#### Attachments

Files: [Newspaper Ad for Carpet & cove base Removal & add new.](#)

Forms:

#### Required Quote Attachments

Item Information

**Item # 1:** Removal of carpets and cove base, installation of VCT tile and cove base at the Timony Grammar School. One rm remove carpet install Carpet squares(Commercial Grade).

2BS -   
Sent 

UNSPSC Code: 30-16 - 17

Removal of carpets and cove base, installation of VCT tile and cove base at the Timony Grammar School as of 12-2-2025 at 9:46 am

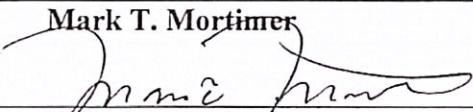
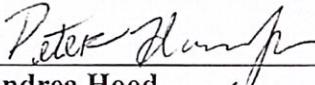
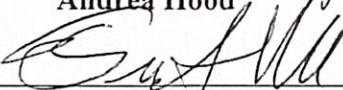
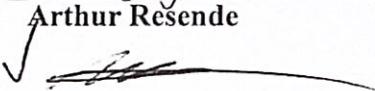
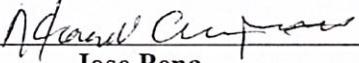
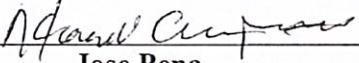
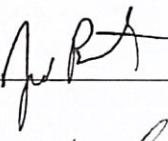
ID	Submission Date	Company Name	Contact Name	Phone Number	Email Address	City	State
1491	11/19/2025 8:44	City of Methuen	Jessica Kaili	9788938556	JNKALL@C1.METHUEN.MA.US	Methuen	MA
1492	11/19/2025 9:00	Steel Flooring INC	Agemario Nascimento	9544649497	steelconstruction100@gmail.com	Rowley	MA
1493	11/19/2025 9:35	aulson	mark mortimer	978-975-4500	mmortimer@aulson.com	methuen	MA
1494	11/19/2025 9:47	Capital Carpet & Flooring Specialists, Inc.	Maureen Crozier	7819359430	maureenc@capitalcarpetonline.com	Wilmington	Massachusetts
1496	11/19/2025 11:16	Dinmauro Carpet and Tile	Dean Buchman	4132213787	deanbuchman@dinmaurocarpet.com	East Longmeadow	MA
1497	11/19/2025 11:59	JLN Companies	April Grasso	7812480427	april@revivedma.com	North Andover	MA
1498	11/19/2025 12:03	T4 Construction, LLC	Erin Nutter	978-423-7963	erin.nutter74@gmail.com	Salem	MA
1499	11/19/2025 12:40	EdgePro Flooring	Peter Horne	978-739-9109	edgeproflooring@aol.com	Kingston	New Hampshire
1500	11/19/2025 13:08	SELECT TILE MARBLE & FLOORING	SAMANTHA HOLBROOK	6032157923	SHOLBROOK@SELECTTILE.COM	SALEM	NH
1501	11/19/2025 13:18	Edgepro Flooring	marion overberg	6033952055	mac.edgeproflooring@gmail.com	newton	NH
1502	11/19/2025 13:49	Dodge Analytics	Dodge Analytics	8777849556	dodge.docs@construction.com	300 American Metro Blvd, Suite 185	NJ
1503	11/19/2025 14:00	Pavilion Floors, Inc.	Martina Langone	7813056423	martina.langone@pavilionfloors.com	Woburn	MA
1504	11/19/2025 14:03	Atkinson Carpet Installation Co., Inc.	Andrea Hood	9783748333	andrea@atkinsoncarpet.com	Haverhill	MA
1505	11/19/2025 15:18	Green Environmental	Clay Ferguson	6174790550	clerigus@greenenvironmental.com	Rockland	Massachusetts
1506	11/19/2025 19:24	Ultimate Abatement	MIKE DICHARD	6039432905	ultimateabatement@yahoo.com	Nashua	NH
1507	11/19/2025 20:43	onvia source	onvia source	2225453584	source@gmail.com	washington	WA
1508	11/20/2025 3:31	Dodge Data & Analytics	Adam Bouman	5136663354	dodge.bidding@construction.com	Hamilton Township	NJ
1509	11/20/2025 4:18	BidNet	Dwight A Anderson	8006771997	gbs@bidnet.com	Latham	NY
1511	11/20/2025 9:24	MassFloors, Inc.	Dmitriy Medvedev	8335667776	info@massfloors.com	Brantree	MA
1512	11/20/2025 9:33	NEL Corporation	Mike Galasso	9787772085	sandra@nelcorporation.com	Middleton	MA
1513	11/20/2025 10:37	Continental Flooring Company	Tracy Johnson	4802811205	tjohnson@continentalflooring.com	Scottsdale	Arizona
1514	11/20/2025 11:50	www.pwpxpress.com	Mary Miller	4086768941	bids@pwpxpress.com	Jacksonville	Florida
1515	11/20/2025 13:02	Projectdog, Inc.	Project Leads Manager	9784999014	addenda@projectddot.com	Newburyport	MA
1516	11/20/2025 13:24	ConstructConnect	Sarah Torres	5134588583	Sarah.Torres@constructconnect.com	Cincinnati	OH
1517	11/20/2025 14:45	Dodge Construction Network	John Doroy	844-326-3826	john.doroy@construction.com	Grand Prairie	TX
1518	11/20/2025 15:06	SG Flooring and Construction LLC	Stephanie Lopez	617-306-2308	sgflooringandconstruction@gmail.com	Lynn	MA
1519	11/21/2025 4:02	ConstructConnect	Morgan Stinson	800-364-2059	content@constructconnect.com	Malden	MA
1520	11/21/2025 7:43	Talty Floors, Inc.	Matt Talty	978-667-3366	matt@taltyfloors.com	Billerica	MA
1522	11/22/2025 22:11	KN Environmental	Kristin Liu	6179051332	knenvironmental@gmail.com	North Attleborough	MA
1523	11/22/2025 22:14	KN Environmental	Kirstin Liu	6179051332	knenvironmental@gmail.com	North Attleborough	MA
1524	11/22/2025 22:17	KN Environmental	Kristin Liu	6179051332	knenvironmental@gmail.com	North Attleborough	MA
1525	11/22/2025 22:18	KN Environmental	Kristin Liu	6179051332	knenvironmental@gmail.com	North Attleborough	MA
1526	11/23/2025 13:40	Steel Flooring INC	Agemario Nascimento	9544649497	steelconstruction10@gmail.com	Rowley	MA
1527	11/23/2025 23:12	ConstructConnect	Morgan Stinson	800-364-2059	content@constructconnect.com	Malden	MA
1531	11/24/2025 3:07	randy_gof_cpc	randy_gof_cpc	6056856112	hestercamilla@gmail.com	District P O Box 580 Martin, SD	SD
1532	11/24/2025 8:38	Kitchen and Floor Decor	Matt Mallette	9788955913	matt@kitchenandfloordecor.com	Billerica	Massachusetts
1535	11/24/2025 14:02	KN Environmental	Kristin Liu	6179051332	knenvironmental@gmail.com	North Attleborough	MA
1536	11/24/2025 14:02	KN Environmental	Kirstin Liu	6179051332	knenvironmental@gmail.com	North Attleborough	MA
1537	11/24/2025 14:54	North Lawrence Contracting, LLC.	Jose Pena	9784354956	penaj@northlawrencecallc.com	Lawrence	MA
1542	11/25/2025 17:44	Construct Connect	Philip Garcia	5134588521	philip_garcia@constructconnect.com	Cincinnati,	OH
1543	11/26/2025 6:42	Aki	Aki Ota	9787748888	aki@uniconic.com	Boxford	MA
1548	12/1/2025 11:19	Kitchen and Floor Decor	Matt Mallette	9788955913	matt@kitchenandfloordecor.com	Billerica	Massachusetts
1550	12/2/2025 2:32	Blackridge Research & Consulting	Venkatesh Siva	9179937467	venkatesh@blackridge research.com	Peoria	Illinois

**CITY OF METHUEN**

**VENDOR SIGN-IN SHEET**

**Site Visit**

**Removal of carpets and cove base, installation of VCT tile and cove base at the Timony Grammar School.**

<u>Company</u>	<u>(Representative - Print Name)</u>	<u>Telephone #</u>
The Aulson Co., Inc	Mark T. Mortimer 	C 603-944-1869
EdgePro Flooring, Inc. 34 NH 125 Unit # 17, Kingston, NH 03848	Peter Horne 	C 978-916-0641
Atkinson Carpet & Flooring 11 Rogers Rd. Haverhill, MA 01835	Andrea Hood 	C 603-235-9696
Pavilion Floors 90 Commerce Way, Woburn, MA 01801	Arthur Resende 	C 603-777-7636
Kitchen and Floor Décor 19 Fortune Dr., Billerica, MA 01821	Matthew Mallette 	C 978-895-5913
North Lawrence Contracting, LLC 15 Union St., Ste.G2B-Entrance H Lawrence, MA 01840	Jose Pena 	C 978-994-5174
Continental Flooring Co. 9319 N. 94 <sup>th</sup> Way, Ste. 1000 Scottsdale, AZ 85258	Eric Battey 	C 603-674-2110
Dimauro Carpet & Tile 185 Shaker Rd. East Longmeadow, MA 01028	Jeff Buturne 	C 413-426-0176
Agmato vorim ento - Steel Flooring		9514649997
Capitol Carpet	Brad Mousseau	
Andrew Cirich	Pavilion floors	
Massfloors Inc	Dmitriy Medvedev	833-566-777
Talley Floors, Inc	Matt Talley	478-618-7131



## CITY OF METHUEN

**Removal of Carpets & Cove Base, Installation  
of VCT tile & Cove base at the Timony School**  
**Questions and Answers Deadline- Monday Dec.1 ,2025 @ 12:00 noon**  
**ADDENDUM NO.1**

**TO: ALL BIDDERS OF RECORD**

**REF: Removal of Carpets & Cove Base, Installation  
of VCT tile & Cove base at the Timony School**

**GENERAL BID DATE: December 9, 2025 @ 11:00 am**

**ADDEMDUM NO. 1:** **Answers to questions posted to website methuen.gov/purchasing  
on Tues. Dec. 2<sup>nd</sup>, 2025 by end of day.**

This Addendum shall be made part of the IFB as provided in the information to Bidders for the above-mentioned bid. Acknowledge receipt of this Addendum on your attachment A price sheet. This Addendum Sheet **MUST** be included in your bid submission. Questions below were mentioned at the walk through.

### QUESTIONS & ANSWERS:

Q: What is the color of tile in music room?

A: To be determined by the school and discussed with the awarded vendor.

Q: Are we replacing the tile in the rooms?

A: Only replacing carpet.

Q: What is color of VCT tile.

A: To be determined with the school and awarded vendor.

Q: May we work longer days than 4:00 pm or Saturday?

A: That has to be discussed with the school and the awarded vendor.

Q: Can the cove base of the VCT tile be 4.5 inches because they feel the new rug tile will be thick where it transitions.?

A: NO. 4 inches for cove base.

Q: Who will be moving the furniture?

A: The custodians of the school.

Q: Who will be getting rid of the carpets?

A: The awarded vendor gets rid of the old carpet and cove base. All materials must be disposed of offsite by contractor to a legal dumping area. DO NOT use school dumpsters.

Q: Will the existing VCT flooring in 23 out of 25 of the classrooms be included within the bid to be removed and new VCT be installed or will it be left in place and the new VCT in the carpeted areas of the classrooms butt up to the existing VCT with a color match?

A: As the bid states the VCT tile and rugs that are in the school must be removed and replaced with new.

Q: Is there a specific brand and cove base for this carpet tile or are we free to provide what we see fit for a commercial option? Also, can we know what brand is currently in use?

A: Yes, you can see fit for the commercial option, but the school may want to see a sample. Color will be decided by the school. The school requested a 4 inch cove base. I asked about the brand that was used for the commercial one and they do not remember it's been years since it's been placed.

Please do not forget to acknowledge your addenda #1 on

Thank you,

Lauri Antonacci  
Purchasing Director

**REMOVAL OF CARPETS AND COVE BASE,  
INSTALLATION OF VCT TILE & COVE BASE**

**ADDENDUM # 2**

**TO: ALL BIDDERS OF RECORD**

**REF:** *Removal of Carpets & Cove Base, Installation  
of VCT tile & Cove base at the Timony School*

GENERAL BID DATE: December 9, 2025 @ 11:00 am

Addendum No. 2 : clarification of the question below.

Q: Will the existing VCT flooring in 23 out of 25 of the classrooms be included within the bid to be removed and new VCT be installed or will it be left in place and the new VCT in the carpeted areas of the classrooms butt up to the existing VCT with a color match?

A: As the bid states removal of carpets & cove base and replace with VCT tile at the Timony School. Only the rug is being replaced with VCT tiles. Except for the one classroom labeled music room in basement remove carpet and replace with commercial carpet tile.

Thank you,

Lauri Antonacci

Purchasing Director

Removal of carpets and cove base, installation of VCT tile and cove base at the  
**Timony Grammar School**

Bid Opening : Tuesday, December 9, 2025 @11:00AM

2025-09-11 11:00

Bidder/Vendor	Tel. #	Bid Bond 5%	Cert Of Elig.	DCAMM	142 Addena	OSHA	Total Price
Agenario Nascimento Steel Flooring Inc. 209 Dodge Rd. Rowley, MA	978-464-9497	✓	✓		✓	✓	\$148,000.00 walk through
North Lawrence Contracting, LLC 15 Union St. Suite GAB Lawrence, MA 01840	978-435-4955	✓	✓		✓	✓	\$137,500.00
Mass. Floors Inc. 506 Grossman Dr. #1003 Braintree, MA 02184	978-546-7770	✓	✓		✓	✓	\$117,499.00 walk through
Capitol Carpet & Flooring 64 Industrial Way Wilmington, MA 01887	781-935-9430	✓	✓		✓	✓	\$89,599.00 walk through
Pavilion Floors, Inc. 90 Commerce Way Woburn MA 01801	781-305-5423	✓	✓		✓	✓	\$121,558.00 walk through
Dimarzo Carpet & tile 185 Shaker Rd. East Longmeadow, MA 01028	413-525-1991	✓			✓	✓	\$118,885.00 walk through

This document is a complete & accurate list of the bids opened in the witnesses' presence as submitted, by each vendor. This certification is provided under the pains and penalties of perjury, and is attested as witnessed below.

OPENED BY: Laury L. Cutonacci

DATE: 12/9/25

WITNESSES: Jessica Kalil

Champagne  
Y. Revin

①

**Removal of carpets and cove base, installation of VCT tile and cove base at the  
Timony Grammar School**

Bid Opening : Tuesday, December 9, 2025 @11:00AM

BID OPENING OFFICE  
METHuen, MA

Bidder/Vendor	Tel. #	Bid Bond 5%	Cert Of Elig.	DCAMM	I+Z Addena	OSHA	2025 DEC 9 11:00 AM Total Price
Kitchen & Floor Decor 19 Fortune Dr. Billerica, MA 01821	(978) 659-2639	✓			ND	✓	\$78,800.00 walk through
Atkinson Carpet & Flooring 11 Rogers Rd. Haverhill, MA 01835	978-374-8333	✓	✓		✓	✓	\$119,767.25 walk through
Edge Pro Flooring, Inc. 34 NH 125 Unit #17 Kingston, NH 03848	978-739-9109	✓	✓		✓	✓	\$98,267.00 walk through
Tility Floors, Inc. 816 Billerica Ave Suite 2 N. Billerica, MA 01862	978-618-7131	✓	✗		✓	✓	\$64,804.00 walk through
Continental Flooring Co. 9319 N. 91st Way Ste. 1000 Scottsdale, AZ 85258	800-825-1221	✓			✓	✓	\$88,888.00 walk through
T4 Construction LLC 4 Autumn View Salem, MA 01970	978-423-7943	✓			✓	✓	\$132,500.00

This document is a complete & accurate list of the bids opened in the witnesses' presence as submitted, by each vendor. This certification is provided under the pains and penalties of perjury, and is attested as witnessed below.

OPENED BY: James J. Cimino

DATE: 12-9-25

WITNESSES: James J. Cimino

Don P. Gil  
J. R. Morris

(2)



TALTFLO-01

PKIERSTEAD

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Clark Insurance, a Marsh & McLennan Agency, LLC company 165 Thorndike St Suite 3001 Lowell, MA 01852		<b>CONTACT NAME:</b> <b>PHONE</b> (A/C, No, Ext): <b>(978) 459-0505</b>	<b>FAX</b> (A/C, No): <b>(978) 459-0044</b>
		<b>E-MAIL ADDRESS:</b> <a href="mailto:info@clarkinsurance.com">info@clarkinsurance.com</a>	
		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
		<b>INSURER A :</b> <b>Nautlius Ins Co</b>	
<b>INSURED</b>  Talty Floors Inc 86 Billerica Avenue, Suite 2 North Billerica, MA 01862		<b>INSURER B :</b> <b>Arbella Indemnity Insurance</b>	<b>10017</b>
		<b>INSURER C :</b> <b>Sentinel Insurance Company, Ltd.</b>	<b>11000</b>
		<b>INSURER D :</b>	
		<b>INSURER E :</b>	
		<b>INSURER F :</b>	

## COVERAGES

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE			ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS					
<b>A</b>	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY				NN1905047	10/2/2025	10/2/2026	EACH OCCURRENCE	\$	1,000,000			
		CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR										DAMAGE TO RENTED PREMISES (EA occurrence)	\$	100,000
												MED EXP (Any one person)	\$	5,000
												PERSONAL & ADV INJURY	\$	1,000,000
												GENERAL AGGREGATE	\$	2,000,000
												PRODUCTS - COMP/OP AGG	\$	2,000,000
														\$
GEN'L AGGREGATE LIMIT APPLIES PER:														
	<input checked="" type="checkbox"/>	POLICY	<input type="checkbox"/>	PRO- JECT	<input type="checkbox"/>	LOC								
	OTHER:													
<b>B</b>	AUTOMOBILE LIABILITY					1020051391 10	1/26/2025	1/26/2026	COMBINED SINGLE LIMIT (EA accident)	\$	1,000,000			
		ANY AUTO OWNED AUTOS ONLY	<input checked="" type="checkbox"/>						SCHEDULED AUTOS			BODILY INJURY (Per person)	\$	
		Hired AUTOS ONLY	<input checked="" type="checkbox"/>						NON-OWNED AUTOS ONLY			BODILY INJURY (Per accident)	\$	
												PROPERTY DAMAGE (Per accident)	\$	
														\$
UMBRELLA LIAB			OCCUR						EACH OCCURRENCE		\$			
EXCESS LIAB			CLAIMS-MADE						AGGREGATE		\$			
DED			RETENTION \$								\$			
<b>C</b>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			Y / N N / A		08WECIH6724	5/27/2025	5/27/2026	PER STATUTE	OTH-ER				
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)											E.L. EACH ACCIDENT	\$	500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below											E.L. DISEASE - EA EMPLOYEE	\$	500,000
												E.L. DISEASE - POLICY LIMIT	\$	500,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

**CERTIFICATE HOLDER**

## CANCELLATION

City of Methuen  
41 Pleasant St  
Methuen, MA 01844

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**

Andy Villas



Conforms with The American Institute of Architects,  
A.I.A. Document A312 (2010 Edition)

## Payment Bond

**CONTRACTOR:**  
(Name, legal status and address)  
Tally Floors, Inc.  
86 Billerica Ave #2  
North Billerica, MA 01862

**OWNER:**  
(Name, legal status and address)  
City of Methuen  
41 Pleasant St., Methuen, MA 01844

**CONSTRUCTION CONTRACT**  
Date: 01/05/2026

Amount: \$ 32,402.00

**Description:**  
(Name and location)  
Removal of carpets and cove base, installation of VCT tile and cove base at the Timothy Grammar School, Methuen, MA.

**BOND**  
Date: 01/05/2026  
(Not earlier than Construction Contract Date)

Amount: \$ 32,402.00

Modifications to this Bond:  None  See Section 18

**CONTRACTOR AS PRINCIPAL**  
Company: (Corporate Seal)  
Tally Floors, Inc.

Signature:   
Name Matthew Tally  
and Title: VP  
(Any additional signatures appear on the last page of this Payment Bond.)

**SURETY**  
Company: (Corporate Seal)  
OLD REPUBLIC INSURANCE COMPANY

Signature:   
Name Heather Gordon Martin  
and Title: Attorney-in-Fact

**(FOR INFORMATION ONLY - Name, address and telephone)**  
**AGENT or BROKER:**  
Clark Insurance  
1945 Congress Street  
Portland, ME 04104  
Matthew Greenleaf 207-523-2244

**OWNER'S REPRESENTATIVE:**  
(Architect, Engineer or other party:)

**§ 1** The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

**§ 2** If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

**§ 3** If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

**§ 4** When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

**§ 5** The Surety's obligations to a Claimant under this Bond shall arise after the following:

**§ 5.1** Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

**§ 5.2** Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

**§ 6** If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

**§ 7** When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

**§ 7.1** Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

**§ 7.2** Pay or arrange for payment of any undisputed amounts.

**§ 7.3** The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

**§ 8** The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

**§ 9** Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

**§ 10** The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

**§ 11** The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

**§ 12** No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

**§ 13** Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

**§ 14** When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

**§ 15** Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

## **§ 16 Definitions**

**§ 16.1 Claim.** A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

**§ 16.2 Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

**§ 16.3 Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

**§ 16.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**§ 16.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

**§ 17** If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

**§ 18** Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company:

*(Corporate Seal)*

**SURETY**

Company:

*(Corporate Seal)*

OLD REPUBLIC INSURANCE COMPANY

Signature:

Name and Title:

Address

Signature:

Name and Title:

Address



# OLD REPUBLIC INSURANCE COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania stock insurance corporation, does make, constitute and appoint:

JEFFREY LIND, MATTHEW GREENLEAF, ANTHONY VILLANDRY, BRET E. COTE,

ERIK JOEL VILLANDRY, HEATHER GORDON MARTIN, JENNIFER L. GOOD of PORTLAND, ME

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC INSURANCE COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on December 10, 2019. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC INSURANCE COMPANY on December 10, 2019.

RESOLVED FURTHER, that the chairman, president or any vice president of the Company's surety division, in conjunction with the secretary or any assistant secretary of the Company, be and hereby are authorized and directed to execute and deliver, to such persons as such officers of the Company may deem appropriate, Powers of Attorney in the form presented to and attached to the minutes of this meeting, authorizing such persons to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and not guaranty bonds. The said officers may revoke any Power of Attorney previously granted to any such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by chairmen, president or any vice president of the Company's surety division and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by a duly authorized Attorney-in-Fact and sealed with the seal of the Company (if a seal be required).

RESOLVED FURTHER, that the signature of any officer designated above, and the seal of the Company, may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC INSURANCE COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 7th day of July, 2023.

OLD REPUBLIC INSURANCE COMPANY

Assistant Secretary



Vice President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 7th day of July, 2023, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC INSURANCE COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said organization.



Notary Public

My Commission Expires: September 28, 2026

### CERTIFICATE

(Expiration of notary's commission does not invalidate this instrument)

I, the undersigned, assistant secretary of the OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



Signed and sealed at the City of Brookfield, WI this

5th day of January, 2026.

Assistant Secretary

95-0098

ORSC 11008 (6-93)

CLARK INSURANCE