

Contract # _____

Budget: CPA Seth Thomas Clock \$30,000

CPA Seth Thomas Clock (I) \$ _____

Hannah Hopp Estate 2525121-540000-1204 \$ _____

**CITY OF NORTHAMPTON
MASSACHUSETTS**

Restoration and Installation of historic Seth Warner street clock

THIS AGREEMENT, executed this ___ day of February, 2016 by and between **Peter A. Nunes**, 4 Hopkins Lane, Peace Dale, Rhode Island 02879, hereinafter called "Vendor" or "NUNES" and the **City of Northampton**, 210 Main Street, Rm 11, Northampton, MA 01060, a municipal corporation in the County of Hampshire, Commonwealth of Massachusetts, party of the second part hereinafter called "Owner" or "City."

WITNESSETH, that for the consideration hereinafter mentioned, the Owner and the Vendor shall agree to the terms and conditions contained in this contract, enumerated as follows: This Owner-Vendor Contract and the attached Request for Proposals.

NUNES shall restore and install the City's Seth Thomas street clock in accordance with the attached "**City of Northampton: Request for Proposals, Restoration of Seth Thomas Two Dial Street Clock.**"

THE OWNER shall pay the Vendor for the performance of this contract in the sum of **Thirty Five Thousand dollars (\$35,000)** in accordance with the terms of this contract.

This contract shall not be altered in any particular without the consent of all parties to this contract. All alterations to this contract must be in writing and authorized as such by the Mayor and the agency signing this contract.

The Vendor shall not delegate, assign or transfer any of its duties delineated in the proposal and scope of services without prior written consent from the CITY.

In the event the Vendor is a corporation a certificate that the person executing this contract is duly authorized to sign, must accompany this contract.

Notwithstanding anything in the Contract documents to the contrary, any and all payments which the City is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the City Auditor. Obligations for payments beyond the current fiscal year are subject to appropriation and this Contract shall be canceled in the event of non-appropriation. Obligations for payments are subject to compliance with standards of the Massachusetts Dept. of Public Health.

Final payment on this contract shall release and discharge the Owner from any and all claims against the Owner on account of any work performed hereunder, or any alteration hereto.

The Vendor shall indemnify and hold harmless, the CITY and all of its officers, agents, and employees against all suits, claims or liabilities of every nature, arising out of, or in consequence of, the acts or omissions of the Vendor, its employees, agents, or sub-contractors in connection with their rendering of services or goods under this AGREEMENT and will, at the Vendor's own cost and expense, defend any and all such suits and actions

By signing this contract the Vendor agrees to subject any dispute to mediation, at the option of the City, prior to filing suit in any forum.

This contract shall be deemed to be a Massachusetts contract and its interpretation and construction shall be governed by the laws of Massachusetts and the Charter and Ordinances of the Owner.

The provisions of this contract are severable. If any provision of this contract shall be held unconstitutional by any court of competent jurisdiction, the decision of such court shall not affect any other provisions of this contract.

The City of Northampton is not bound by this contract until approved by the Mayor of Northampton.

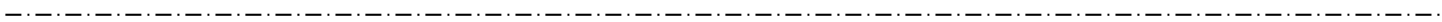
Pursuant to M.G.L. Chapter 62C, Section 49A, I certify under the penalties of perjury that I have, to my best knowledge and belief, complied with the law of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support. I further authorize the City of Northampton to deduct from the amounts due under this contract, any overdue taxes, real or personal, or any other fees due to the City of Northampton from the vendor which become due and payable by the vendor or its officers, directors or agents during the term of this contract or until the final amounts due under this contract are paid in full.

The vendor **does not** have a Northampton office.

IN WITNESS WHEREOF the Owner caused these presents to be signed in quadruplicate and approved by David Narkewicz its Mayor and the said Vendor has caused these presents to be signed in quadruplicate and its official seal to be hereto affixed by its officer or agent thereunto duly authorized (by the attached corporate resolution). This instrument shall take effect as a sealed instrument.

Vendor: Peter Nunes, sole proprietorship
Peter Nunes (Vendor) Signature Date

Please attach one W-9 to this contract when you return it to the City.



IF corporation--Complete Certificate by Corporation OR attach a signed letter with the same information

Certificate by Corporation to Sign Contract

I, _____ Secretary of WalkBoston, Inc, hereby certify that at a duly authorized meeting of the Board of Directors of WalkBoston, Inc. held on _____ (date) at which all the Directors were present or waived notice, it was voted that, Wendy Landman, Executive Director be and he hereby is authorized to execute contracts and bonds in the name and behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract or obligation in this company's name on its behalf by such officer under seal of the company, shall be valid and binding upon this company,

A TRUE COPY,

ATTEST: _____
(Secretary)

Place of Business: _____

Date of this Contract: _____

CITY OF NORTHAMPTON:

_____ Date _____
Wayne Feiden, FAICP, Director of Planning and Sustainability

_____ Date _____
Joyce Karpinski, City Auditor, approved as to appropriation.

_____ Date _____
Joe Cook, Chief Procurement Officer, approved as to form and c. 30B compliance

_____ Date _____
Mayor David Narkewicz

**Bid Record for Seth Thomas Clock Rehabilitation
Office of Planning and Sustainability, 10:00 AM January 28, 2016**

Bidder	Contact	RFP sent	Bid	Notes
Peter A. Nunes Peace Dale, RI (401) 742-2112	Peter Nunes peter.nunes@verizon.net	12/30/15	\$35,000	Awarded bid
Electric Time Co. Inc. Medfield, MA (508) 359-9684	Tom Erb TBE@electrictime.com	12/30/15	No bid submitted	
Essence of Time Lockport, NY (716) 308-9677 cell	Chuck Roeser clockdoc6672@verizon.net	12/30/15	No bid submitted	

City of Northampton: Request for Proposals Restoration of Seth Thomas Two Dial Street Clock

Released: December 30, 2015

Bids due: 10:00 AM Thursday January 29, 2016

Project estimate: \$30,000

Maximum performance time period: February 21, 2016 to March 1, 2017

10% performance bonus if work completed by September 30, 2016

Insurance requirement: To cover loss of or damage to clock

Questions or to schedule inspection: Wayne Feiden at WFeiden@NorthamptonMA.gov

Qualified bidders are encouraged to visit the clock for close examination before bidding.

Bids should be fixed price bids.

I. Summary

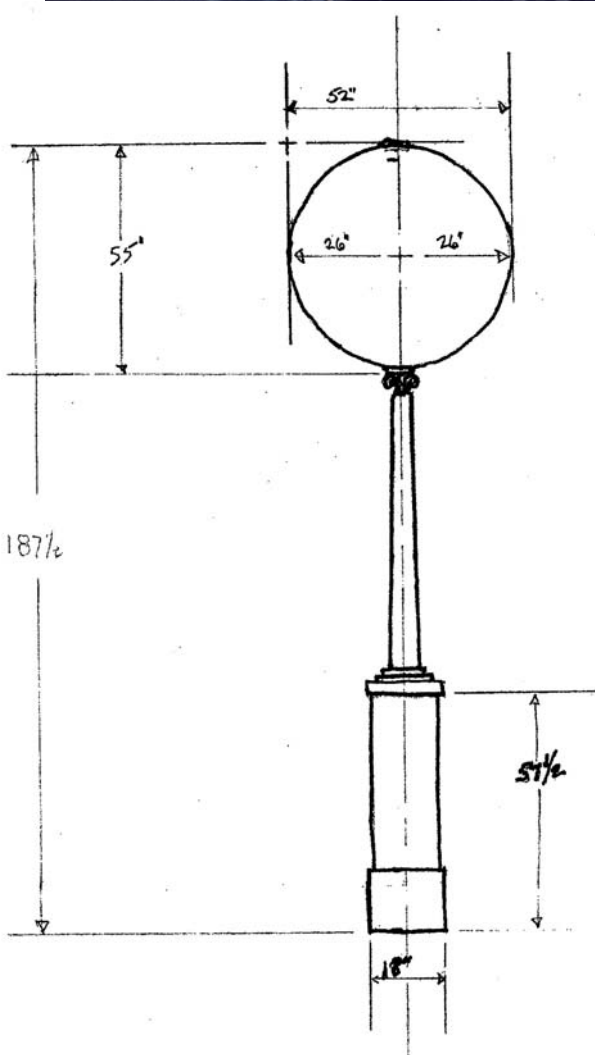
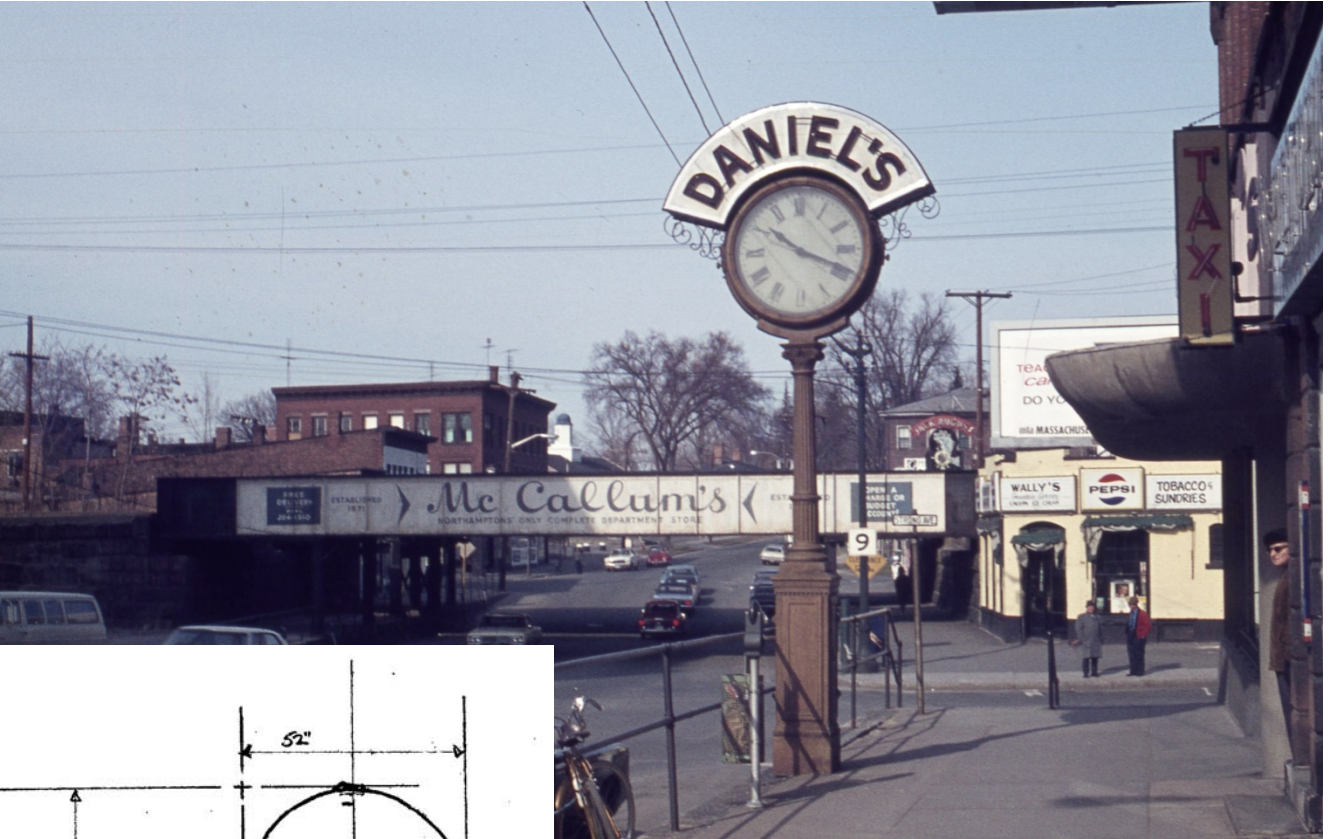
The City of Northampton is soliciting proposals for the restoration and installation of a historic Seth Thomas street clock, which formerly stood in the downtown business district for many years.

II. Background

The historic clock, which has been purchased by the City, is in need of complete restoration.

Once completed, the clock will be installed in Pulaski Park, which is being renovated. A new footing has been installed. The clock will make a significant visual contribution to the historic streetscape of downtown Northampton.





III. Current condition

The clock is currently disassembled and in storage. While substantially intact, it is missing several significant parts, including, but not limited to, the following:

- Two bezels and their associated glass panes.
- Two cast iron base doors.
- Drive shaft that connects the weight driven movement to the motion works in the head.
- The approximately 2.5" diameter pipe, threaded on both ends, that goes through the column and serves to hold the base, the column, and the top together.
- Drive weight.
- The original cast iron top ornament is missing, but a near correct reproduction part has been procured. It can be made to fit with modifications.
- 40" frosted glass dials were missing but city is purchasing unpainted replacement dials.

IV. Scope of work

- **Movement-** Restore original Seth Thomas movement to working order, including repainting the movement plates and other cast iron parts. Using best clock repair practices, file and burnish pivots, repair or replace bushings as needed, clean, polish, and lacquer brass and steel components. Lubricate properly and test run reassembled movement. Restore distribution gears (motion work) in head. Provide new steel driveshaft, procure or reproduce any missing u-joints or linkage. Provide new correct drive weight.
- **Case-** Procure or reproduce missing cast iron doors. Inspect and repair case components as needed. Clean case components to bare metal, inside and out, using grit blasting or other suitable media blasting. Prime all surfaces with suitable industrial grade two part primer. Fill casting flaws as necessary. Top coat with two stage industrial urethane enamel, such as PPG Pitthane 95-8000 or equivalent (color to be determined). Apply gold paint trim (details to be determined) using Matthews "Brilliant Gold" or equivalent, finished with a UV resistant clearcoat.

Provide all new corrosion resistant fasteners for case reassembly- either stainless steel or silicon bronze.

Restore original metal hands.

Paint black paint correctly proportioned Roman Numerals onto frosted glass dials.

Provide 2 correct style bezels (material to be determined) with clear tempered glass, to cover the dials.

Modify round base of reproduction top ornament to fit rectangular boss on top of clock (or provide correct top ornament).

Provide suitable interior electric night lighting behind the dials- electrical connection by others (conduit has been installed in the footing).

Install completed street clock in Pulaski Park (concrete footing has been installed).

Pictures of the disassembled clock parts are on the following pages.







