



the
Steel Yard

27 Sims Avenue Providence, RI 02909

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www.thesteelyard.org

PROJECT SCOPE AGREEMENT

This Project Scope Agreement (this "Agreement") is entered into as of November 30, 2015 between Woonasquatucket Valley Community Build, Inc. d/b/a The Steel Yard ("Steel Yard") and The City of Central Falls (Purchaser").

1. GENERAL

Purchaser has approved the Project Scope, attached as Exhibit A ("Project Scope"). This Agreement shall apply to any and all sales of the Project Scope to Purchaser by Steel Yard during the term of this Agreement. The Terms and Conditions of Sale attached hereto as Exhibit B (the "Terms and Conditions of Sale") are hereby incorporated into this Agreement and all transactions pursuant hereto.

2. PRODUCTION/DELIVERY

Steel Yard will produce and deliver the quantity set forth in the Concept Design attached hereto as Exhibit A to Purchaser, at the location listed above on or before the date set forth in the Concept Design attached hereto as Exhibit A.

3. PURCHASE PRICE

Purchaser will pay the purchase price set forth in the Concept Design attached hereto as Exhibit A on or before the dates set forth therein. Purchaser agrees that any and all payments made by Purchaser to Seller under this Agreement, including without limitation any initial deposit, are fully earned upon receipt and non-refundable.

4. TERMS AND CONDITIONS OF SALE

The parties acknowledge, and expect, that for their mutual convenience one party may hereafter from time to time issue, and the other party may hereafter from time to time accept, forms or documents which may contain terms different from the Terms and Conditions of Sale, or which may purport to amend, waive or supersede some or all of the Terms and Conditions of Sale. However, the parties hereby expressly agree that notwithstanding their use or acceptance of any such forms or documents, to the extent any provision of any such form or document is in conflict with the Terms and Conditions of Sale, or purports to modify, waive or supersede any of the Terms and Conditions of Sale, such provisions shall be of no effect.

5. MODIFICATION

For their protection, the parties hereby expressly agree that this Agreement or any of the Terms and Conditions of Sale may be modified, waived or superseded only a written document signed by a duly authorized representative of each party, referring to this Agreement and expressly setting forth the specific manner in which the Terms and Conditions of Sale or other parts of this Agreement are to be modified, waived or superseded.

6. ENTIRE AGREEMENT

This Agreement and the Exhibits hereto which form a part hereof contain the entire understanding of the parties hereto with respect to its subject matter. This Agreement supersedes all prior agreements and understandings (whether oral or written) between the parties with respect to its subject matter.

7. ARBITRATION

Any dispute over this Agreement shall be subject to the arbitration provisions of Section 13 of Exhibit B.

8. INDEMNITY

Purchaser shall indemnify, defend and hold harmless the Steel Yard and each of its Artists, employees, affiliates and agents from and against and in respect of any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies, including without limitation, interest, penalties and reasonable attorneys' fees, (collectively, "Losses") that the Steel Yard incurs or suffers, arising from or relating to this Agreement including without limitation Losses arising from the use of the Items (as defined in Exhibit B attached hereto). This Section 8 shall survive any termination of this Agreement.

9. SECTION HEADINGS

The titles of the sections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

10. ACKNOWLEDGEMENT

Each party acknowledges that it has read this Agreement, including without limitation the Terms and Conditions of Sale, understands its rights, remedies and obligations under this Agreement including without limitation the Terms and Conditions of Sale.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first above written.

STEEL YARD:

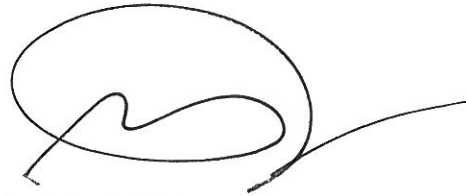
PURCHASER:

Woonasquatucket Valley Community
Build, Inc. d/b/a The Steel Yard

Signed: 

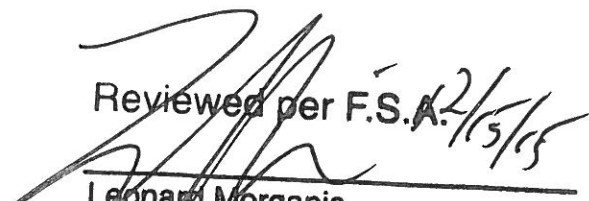
Name: Tim Ferland

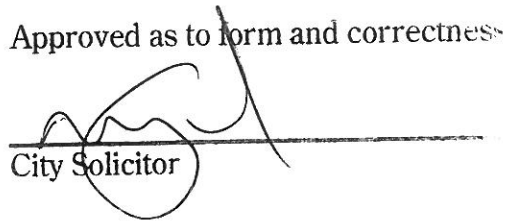
Title: Art Production Manager



Signed: _____
Name (please print): James A Diossa

Title: Mayor


Reviewed per F.S.A. 2/15/15
Leonard Morganis
Administration & Finance Officer

Approved as to form and correctness

City Solicitor



27 Sims Avenue Providence, RI 02909

The City of Central Falls
580 Broad St.
Central Falls, RI 02863

PROJECT SCOPE

Client: Peter Friedrichs, Director, Office of Planning & Development
Job: Central Falls Benches and Planters, CF15BP
Date: November 30, 2015

INTRODUCTION

The Steel Yard offers arts and technical training programs designed to increase opportunities for cultural and artistic expression, career-oriented training, and small business incubation. Our work is made possible through a combination of program-related earned income, private and government grants, corporate giving and individual philanthropy.

We are located on the National Historic Register site of Providence Steel and Iron, along the Woonasquatucket River in the heart of Providence's Industrial Valley. Our 10,000 square foot industrial shop includes: welding, blacksmithing, jewelry, ceramics, iron casting, Ceramics and Jewelry Cooperatives, studio access opportunities and outdoor, multi-use work and exhibition space. The Steel Yard's programs cater to working artists, students, community members, trades-people, arts educators and entrepreneurs.

Along with offering classes and studio access, the Steel Yard produces its own limited line of metal goods on site, including art bike racks, tree guards, and garbage cans. Examples of this functional public art can be seen throughout New England: in the Town of Woonsocket, at the Schools and Parks of Providence, on Main Street in Warren, and at Memorial Park in Great Barrington, MA. All of our products are designed, created, and manufactured by local artists and students at our Olneyville, Providence facility. Profits generated from our line of urban furniture help us to provide training programs and services to Rhode Island's artists, craftspeople, and underserved youth.

We believe your decision to contract with the Steel Yard is an opportunity to celebrate Central Falls' unique identity while providing necessary amenities to people who work and live in the area. At the same time, you will be actively and importantly engaged in building a local, sustainable, and creative New England economy.

PRODUCT OVERVIEW

The Steel Yard will fabricate and install 10 benches and 10 planters for Central Falls. The Steel Yard will build the benches and planters according to the designs provided by Rui Almeda, Assistant Director of Economic Planning and Development. There will be four benches with backs, and six benches without backs. They will be made of 5"x5"x3/8" angle iron, wood, and 3/8" sheet steel for the backs. The wood will be provided by the City of Central Falls, and The Steel Yard will finish the wood, and attach it to the benches. Six of the twelve planters will have removable tops, and the other four will have non-removable tops. The planters will be made of sheet steel, the outer layer being 3/16" and the inner rectangle being 1/8". The removable planters will be 18"x18"x10" and will be made of 3/16" sheet steel. All of the steel will be coated in rubberized paint. The Steel Yard will install all of the benches and planters in the approved locations in Central Falls.

Product Details: Bench no back

- Quantity: 6
- Height: 18"
- Width: 6'
- Length: 2'
- Materials: Mild Steel 30% minimum recycled content, wood
- Finish: Tuff Coat Non-Skid Coating
- Color: black
- Installation: Steel wedge anchor into existing concrete

Product Details: Bench with back

- Quantity: 4
- Height: 32"
- Width: 6'
- Length: 2'
- Materials: Mild Steel 30% minimum recycled content. wood
- Finish: Tuff Coat Non-Skid Coating
- Color: black
- Installation: Steel wedge anchor into existing concrete

Product Details: Planter with non-removable top

- Quantity: 4
- Height: 44"
- Width: 24"
- Materials: Mild Steel 30% minimum recycled content
- Finish: Tuff Coat Non-Skid Coating
- Color: black
- Installation: Steel wedge anchor into existing concrete

Product Details: Planter with removable top

- Quantity: 6
- Height: 54"
- Width: 24"
- Materials: Mild Steel 30% minimum recycled content
- Finish: Tuff Coat Non-Skid Coating
- Color: black
- Installation: Steel wedge anchor into existing concrete

TOTAL COST

- 1 Bench with no back with installation and delivery: \$1575
- 1 Bench with back with installation and delivery: \$2225
- 2 Planters with non removable top with installation and delivery: \$3700
- 2 Planters with removable top with installation and delivery: \$4000

Total cost for 10 planters and 10 benches: \$37,750

INSTALLATION

Installation into concrete substrate at Jenks Park approved locations is included in this contract.

TIME OF COMPLETION

The benches and planters will be fabricated and delivered after the 1st of April, 2016.

PAYMENT SCHEDULE

\$13,259.10 due as deposit

TRADE REFERENCES

- Director of Community Development, Diane Williamson, Bristol, RI 02809
- Providence Parks Department, Robert McMahon, Providence, RI 02905
- Hope Street Business Association, Asher Schofield, Providence, RI 02903

Scope approved: Signed:  Date: 12.15.15

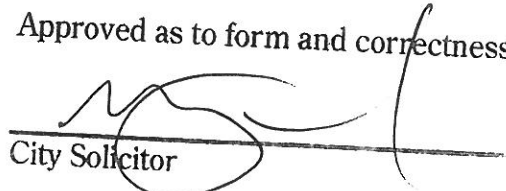
The Steel Yard: Signed:  Date: 12.5.15

A full contract for work will be provided upon approval of this project scope. This pricing is guaranteed for 30 days. Any change to scope of work, quantities or timeline may affect pricing.

Reviewed per F.S.A. 12/15/15


Leonard Morganis
Administration & Finance Officer

Approved as to form and correctness


City Solicitor

TERMS AND CONDITIONS OF SALE

1. GENERAL

This quotation is subject to withdrawal or change by Steel Yard ("Seller") upon notice to Purchaser at any time prior to acceptance of an order. The quoted prices are valid for sixty (60) days from the date set forth above. The sale of any items covered by this quotation ("Items") is conditioned upon the terms and conditions contained herein. Any additional or different terms or conditions proposed by Purchaser are objected to by Seller without need of further notice of objection and shall be of no effect nor in any circumstances binding upon Seller, unless specifically agreed to in writing by an authorized representative of Seller. Purchaser shall be deemed to have assented to all terms and conditions contained herein if any Items are accepted.

2. PRICES

Contract prices are protected until the scheduled day of delivery as specified in the Concept Design, attached as Exhibit A to the Project Scope Agreement. If Purchaser postpones delivery and/or installation beyond that period, the prices will be subject to renegotiation. If no agreement is reached within thirty (30) days after the date originally set for delivery, then at the discretion of Seller the price is subject to being increased by 5% per month.

3. DELIVERY

Shipping dates are approximate and are based upon prompt receipt of all necessary information from Purchaser. Seller will make every reasonable effort to deliver as requested by Purchaser but shall have no liability for later delivery. Seller shall not be liable for delays in delivery of performance or failure to manufacture, deliver or perform due to causes beyond its reasonable control, such as acts of God, acts of Purchaser, acts of civil or military authority, Governmental priorities, fires, strikes or other labor disturbances, floods, epidemics, quarantine restrictions, war, riot, delays in transportation, car shortage and inability due to causes beyond its reasonable control to obtain necessary labor, materials, components, services, or manufacturing facilities, or any other commercial impracticability. In the event of any such delay, Seller, at its option, may terminate this contract without liability or may extend the date of delivery or of performance for a period equal to the time lost by reason of the delay.

4. STORAGE FEES

If Items are to be delivered and/or installed by Seller, Purchaser agrees to allow such delivery and/or installation within ten (10) days after being advised that such Items are ready for delivery and/or installation. In the event Purchaser fails to allow Seller to deliver the Items within ten (10) days after being advised that the same are ready for delivery, Purchaser agrees to pay Seller storage fees at the rate of \$0 per day, which is in addition to any other charges due under this Agreement to Seller by Purchaser.

5. PAYMENT

Any order for Items by Purchaser shall constitute a representation that Purchaser is solvent. In addition, upon Seller's request, Purchaser will furnish a written representation concerning its solvency at any time prior to delivery. Unless indicated expressing otherwise on the face hereof, Purchaser agrees to pay cash for the goods when delivery is tendered. If delivery is delayed by Purchaser, such payment shall become due on the date when Seller is prepared to make delivery. If manufacture is delayed by the Purchaser, payment shall be made based on the contract price and the percentage of completion. In the event of any such delay, the Item shall be held at Purchaser's risk and expense. When any part of the payment is dependent upon final assembly of the Item and commencement of final assembly is delayed for any reason for which Seller is not responsible, the thirtieth (30) day from the date of delivery to Purchaser shall be considered as the date of completion of the final assembly and the terms of payment, and the warranty, shall apply as of that date.

If the financial condition of Purchaser at any time is such as to give Seller, in its judgment, reasonable grounds for insecurity concerning Purchaser's ability to perform its obligations under this contract, Seller may require full or partial payment in advance and suspend any further deliveries (or continuance of the work to be performed by Seller) until such payment has been received. Failure to furnish such payment within ten (10) days of demand by Seller shall constitute a repudiation of the

contract, and in such event, or in the event that Purchaser cancels the contract, Seller shall be entitled to receive reimbursement for its reasonable and proper cancellation charges.

If any cash payment due hereunder is more than thirty (30) days in arrears, Purchaser will pay to Seller one and one half percent (1.5%) per month on such cash payment due or the highest lawful rate which can be charged Purchaser, whichever is less, in addition to any other interest payments provided for herein. Payment in full, or the first installment due, as the case may be, must be made thirty (30) days after the average delivery date, unless otherwise specified on the face hereof.

Seller's rights under this section are in addition to all rights available to it at law or in equity.

6. TRANSPORTATION, TITLE AND RISK OF LOSS

Delivery shall be made at, and Purchaser shall assume all transportation charges from, the f.o.b. point shown on the face hereof. Title to the Item or any part thereof shall pass to the Purchaser upon final installation of such Item or, if final installation is not required, upon delivery of such item to the f.o.b. point. Delivery occurs upon acceptance by Purchaser.

7. INSTALLATION

For those Items requiring installation by Seller, such installation shall occur within sixty (60) days from the date of delivery. However, in the event such installation is delayed for reasons beyond Seller's control, Seller may extend the date of installation for a period equal to the time lost by reason of the delay. Purchaser represents and warrants to Seller that Purchaser has the right to install Items in the manner set forth in the Concept Design and specifically grants to Seller the right to undertake and complete such installation.

8. ASSIGNMENTS

This quotation and any contract based thereon is not assignable without the prior express written permission of Seller.

9. TAXES

Seller's prices do not include sale, use, excise or similar taxes. Consequently, in addition to the prices specified herein, the amount of any present or future sales, use, excise, value-added, or other similar tax applicable to the manufacture, sale, price, delivery or use of the items furnished hereunder, shall be paid by the Purchaser as a part of said price or in lieu thereof the Purchaser shall provide Seller with a tax-exemption certificate acceptable to the taxing authorities.

10. WARRANTY

Except as provided below, Seller hereby warrants Items manufactured and sold by it to be free of defects in materials and workmanship for thirty (30) days after shipment to Purchaser, unless a longer period (not to exceed ninety (90) days) is specified on the face hereof. This warranty is made and shall be enforceable only if the Items are used for the purpose made. This warranty is in lieu of all other warranties, express or implied by law or otherwise, AND THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE MADE WHATSOEVER.

11. LIMITATIONS

Seller makes no warranty whatsoever as to any items manufactured by others. However, Seller will assign to Purchaser any warranty it receives from the manufacturers of such items, and will endeavor to assist Purchaser to recover thereon. All such Items and all used Items delivered hereunder or as a result hereof are sold "as is" without warranty of any kind. No warranty is made as to any items which have been repaired or altered by other than by Seller.

12. REMEDIES AND LIMITATIONS OF LIABILITY

Purchaser agrees that sole remedy for any claims arising out of the foregoing warranty, this quotation or the performance of the Items, including any claims based on the alleged negligence of Purchaser, its officers, agents, employees or dealers, shall be limited to the repair or replacement, at Seller's option, of any Items or parts thereof which, in Seller's reasonable opinion, were or became defective during the warranty period set forth above.

In no event, whether as a result of breach of contract, warranty, tort (including negligence and strict liability) or otherwise shall Seller be liable for any special, consequential, incidental, punitive or exemplary damages, including but not limited to cargo loss, loss of profit or revenues, loss of use of the Items or any associated equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacements, down time costs or claims of Purchaser's customers for such damages. If Purchaser transfers title or leases the items sold hereunder to any third party, Purchaser shall obtain from such third party a provision affording Seller the protection of the preceding sentence.

In no event, whether as a result of breach of contract, warranty, tort (including negligence and strict liability) or otherwise shall Seller's liability to Purchaser for any loss or damage arising out of, or resulting from this contract, or from its performance or breach, or from the Items, exceed the price of the specific Item which gives rise to the claim. Except as to title, any such liability shall terminate upon the expiration of the warranty period.

If Seller furnishes Purchaser with advice or other assistance which concerns any Item and which is not required pursuant to this contract, the furnishing of such advice or assistance will not subject Seller to any liability, whether in contract, warranty, tort (including negligence and strict liability) or otherwise.

The invalidity, in whole or part, of any of the foregoing paragraphs will not affect the remainder of such paragraph or any other paragraph in this section.

13. ARBITRATION

Any controversy or claim arising out of this agreement shall first be discussed at a meeting in Providence, Rhode Island, of the chief executive officer or principal owner of Purchaser and the President of Seller, and if not resolved within ten (10) days thereafter, shall be settled by arbitration in Providence, Rhode Island, in accordance with the Rules of the American Arbitration Association, except as provided to the contrary in this Article. Each party shall select one arbitrator. The two arbitrators so selected shall name a third arbitrator. The arbitrators selected to act hereunder shall be qualified by education and experience to pass on the particular question in dispute. In reaching a decision, the arbitrators shall apply the law of the State of Rhode Island, without regard to its conflict of laws rules. The arbitrators shall render a written decision that states reasons for their decision.

14. GOVERNING LAW

This contract has been made in and its validity, interpretation, construction and performance shall be governed by and be in accordance with the laws of the State of Rhode Island, without reference to its laws governing conflicts of law.

15. REIMBURSEMENT OF COSTS

Should enforcement of any provision of this contract be sought by Seller, Seller shall be entitled to be reimbursed by Purchaser for all reasonable costs and expenses of such enforcement, including reasonable attorneys' fees and disbursements.

16. EXCLUSIVITY OF REMEDIES

Seller's remedies specifically provided for herein are intended to be cumulative and shall not be deemed to exclude any other right or remedy that Seller may have at law or in equity.

17. STATUTE OF LIMITATIONS

No action, regardless of form or basis, arising hereunder may be brought by Purchaser more than two (2) years after delivery of an Item.

18. SUCCESSORS AND ASSIGNS

This contract shall be binding upon and inure to the benefit of the heirs, legal representatives, successors and assigns of each party hereto.

19. SEVERABILITY

If any term or provision of this contract, or the application thereof to any person or in any circumstance, shall to any extent be invalid or unenforceable, the remainder of this contract, or the application of such terms to the persons or in circumstances other than those as to which it is invalid or unenforceable, shall be considered severable and shall not be affected thereby, and each term of this contract shall be valid and enforceable to the fullest permitted bylaw. The invalid or unenforceable provisions shall, to the extent permitted by law, be deemed amended and given such interpretation as to achieve the economic intent of this contract.

20. WAIVER

The failure of Seller to insist in any one instance or more upon strict performance of any of the terms and conditions hereof, or to exercise any right or privilege herein conferred, shall not be construed as a waiver of such terms, conditions, rights or privileges, but same shall continue to remain in full force and effect. Any waiver by Seller of any violation of, breach of or default under any provision of this contract by the Purchaser shall not be construed as, or constitute, a continuing waiver of such provision, or waiver of any other violation of, breach of or default under any other provision of this contract.