

BOARD OF PUBLIC WORKS AND SAFETY
Agenda Request Form

(Form B-01-2012)

Organizations and individuals are asked to submit a request form and supporting documents to be placed on the agenda. You will be contacted by the City confirming the date of the meeting in which your request will be heard. Please make sure that your contact information is accurate in case we need to get in touch with you. The Board of Works meets on the 1st and 3rd Monday of each month at 5:00 p.m. in City Hall located at 70 E. Monroe Street.

Date Submitted:	01.31.23	Meeting Date:	02.06.23
Contact Information:			
Requested by:	Tara Payne		
On Behalf of Organization or Individual:		Mayor's Youth Leadership Council	
Telephone:	317.736.3602		
Email address:	tpayne@franklin.in.gov		
Mailing Address:	70 E Monroe St Franklin, IN		
Describe Request:			
Request Approval of Contract for Roundabout Project			
List Supporting Documentation Provided:			
Professional Services Agreement			
Who will present the request?			
Name:	Mayor's Youth Leadership Council		Telephone:

In order for an individual and/or agency to be considered for new business on the Board of Works agenda, this reservation form and supporting documents must be received in the Mayor's office no later than 4:00 p.m. on the Wednesday before the meeting.

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") dated this 19th day of January, 2023 is made by and between the **City of Franklin**, acting by and through its Board of Public Works and Safety ("OWNER") and Arlon Bayliss, DBA Bayliss & Co. LLC ("ARTIST") an Indiana corporation organized under the laws of the State of Indiana.

Project Description: **Illuminated Tree Sculpture for Roundabout at County Road 200 and Simon Road**

RECITALS

WHEREAS, OWNER wishes to hire ARTIST to provide certain professional services with respect to the Project; and

WHEREAS, ARTIST has extensive experience, knowledge and expertise relating to these services and has expressed a willingness to furnish the services in connection therewith, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises, the mutual covenants and undertakings herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section I – Services by ARTIST

The design, fabrication and installation services to be performed by ARTIST are described in EXHIBIT 1, which is attached hereto, and made a part hereof, and are referred to herein as the "Services".

Section II – Information and Services to be furnished by OWNER

The information and services to be furnished by OWNER are as set out in EXHIBIT 2, which is attached to this Agreement, and incorporated herein by reference.

Section III – Commencement of Services and Schedule

ARTIST shall commence performance under this Agreement and shall provide the Services hereunder in accordance with the Schedule contained in EXHIBIT 3, which is attached to this Agreement, and incorporated herein by reference.

Section IV – Compensation

For all Services rendered by ARTIST under this Agreement, in accordance with the terms of this Agreement, OWNER shall pay the ARTIST in accordance with the fees and charges established in EXHIBIT 4, which is attached to this Agreement, and incorporated herein by reference. The terms of payment of said compensation is as set forth on Exhibit 4. Compensation for the services rendered shall not exceed the sum of \$300,000.00 without specific written authorization of owner prior to incurring the charge.

Section V – Term and Termination

1. Term

This Agreement shall commence upon execution by the parties and shall continue until completion of the Services and deliverables as set forth in EXHIBIT 1 or unless terminated as set forth below.

2. Termination

OWNER reserves the right to terminate or suspend this Agreement upon five days advance written notice to ARTIST. Upon termination of this Agreement, ARTIST shall deliver all Work Product (as defined herein) to OWNER. The dollar amount for any earned but unpaid Services performed by ARTIST shall be based upon an estimate of the portions of the total Services completed by ARTIST through the effective date of termination, which estimate shall be as made by OWNER in the exercise of its honest and reasonable judgment for all Services to be paid for on a lump sum basis and shall be based upon an audit by OWNER of those Services to be paid for on a cost basis or a cost plus fixed fee basis as described in Section IV hereof.

Section VI – General Provisions

1. Subcontracting

It is recognized that ARTIST may engage subcontractors to perform a portion of the work under this Agreement. The engagement of subcontractors by ARTIST shall not relieve ARTIST of any responsibility for the fulfillment of this Agreement. No subcontractor shall subcontract any portion of its work under this Agreement.

2. Ownership of Documents and Copyright

Ownership

All reproducible materials prepared by ARTIST or its subcontractors in connection with this Agreement, alone or in combination with others, on any and all media, in whole or in part, and all copies thereof, whether created before, during, or after the term of this Agreement (collectively, the “Work Product”) will be the property of ARTIST.

OWNER shall be allowed to retain copies of all documents included in the Work Product, unless prohibited for reasons of security and as mutually agreed by both parties. Notwithstanding any other provision of this agreement, the artwork and sculpture that is produced per the terms of this agreement shall remain the sole and exclusive property of the City of Franklin and Artist agrees that a duplicate of the sculpture and/or art produced in conjunction with this agreement shall not be reproduced or copied without the express written consent of the City.

ARTIST agrees that written agreements with any and all subcontractors used by ARTIST to fulfill ARTIST's obligations hereunder shall contain language substantially similar to that of this Subsection to assign ARTIST all Work Product by such subcontractors, and to require cooperation with OWNER on the same terms and conditions as set forth herein.

The provisions of this Subsection shall survive the expiration, suspension, abandonment, termination, or completion of this Agreement.

Copyright

ARTIST and/or their successor(s), heir(s), and or assign(s) is/are the copyright owner(s) of the Work Product and shall retain all copyright ownership in the Work Product. The OWNER agrees to never contest the copyrights of ARTIST, and/or their successor(s), heir(s), and/or assign(s) in the Work Product. Non-commercial two-dimensional images on any or all media of the Work Product for media and promotional purposes will generally be permitted.

3. Access to Records

Full access to the work during the progress of the Services shall be available to the OWNER. ARTIST and its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to the cost incurred under this Agreement and shall make such materials available at its respective offices at all reasonable times during the period of this Agreement and for three (3) years from the date of final payment for Services is made by OWNER to ARTIST.

4. Liability for Damages

ARTIST assumes all risk of loss, damage or destruction to the Work Product, to all of its materials, tools, appliances and property of every description, and for injury to or deaths of its employees or agents arising out of or in connection with the performance of this Agreement, excluding that which occurs due to the acts or failure to act of any third party, and excluding that which is caused by the OWNER.

5. General Liability Insurance

- a. Amounts of Coverage. ARTIST shall procure and maintain at its expense insurance of the kind and in the amounts set forth in EXHIBIT 5 by companies authorized to do such business in the State of Indiana covering all Services and related activities performed by ARTIST.

- b. Evidence of Insurance. Before commencing its Services, ARTIST shall furnish to OWNER a certificate, or certificates, showing that it has complied with this Section VI.5.b, which certificate or certificates, shall also designate OWNER as an additional named insured. The policies shall not be changed or canceled unless thirty (30) days prior written notice has been given to OWNER.
- 6. **Worker's Compensation**

ARTIST shall be responsible for providing all necessary unemployment and Worker's Compensation Insurance for its employees. ARTIST shall provide the OWNER with a certificate of insurance indicating that it has complied with this requirement.
- 7. **Changes in Work**
 - a. Prior Approval. ARTIST shall not commence any additional services or change of scope until authorized by OWNER.
 - b. Additional Services. Additional services may include, but not be limited to:
 - i. Services associated with significant changes in the scope, extent, or character of the portions of the Project required by, but not limited to, changes in scope, complexity or schedule and revisions required by changes in applicable laws and regulations or due to any other causes beyond ARTIST's control.
 - ii. Preparing to serve or serving as ARTIST or witness for OWNER in any litigation or other dispute resolution process related to the Project that does not involve a claim against ARTIST or a claim that is based on an alleged act of negligence or breach of contract by ARTIST.
 - iii. Subject to other provisions of this Agreement, additional or extended services during the Project made necessary by (1) emergencies or Acts of God endangering the Project site, (2) an occurrence of a hazardous environmental condition, (3) damages to OWNER's facilities caused by fire, flood or other cause, (4) acceleration or deceleration of the Schedule involving services beyond normal working hours, (5) significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages and (6) default or failure to perform by other ARTISTS.
- 8. **Non-Discrimination**

ARTIST and its subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of the Services under this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color,

religion, sex, handicap, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement. For all federal aid projects, where applicable, the ARTIST shall comply with the provisions relative to non-discrimination in federally assisted programs as identified on the attached Exhibit 6, Appendix A. For purposes of interpretation of Exhibit A, contractor shall be synonymous with ARTIST.

9. Safety

- a. Responsibility. ARTIST shall be directly responsible for the safety requirements and programs applicable to its own employees, its subcontractors and other parties with whom it has contracted to perform Services with respect to the Project.
- b. Compliance. ARTIST's safety program shall comply with applicable federal, state and local statutes, rules, regulations and ordinances. ARTIST shall report to OWNER, in writing, any injury or accident at the Project site involving its employees, its subcontractors or other parties for which it is responsible, within forty-eight (48) hours or a shorter period of time if required by law.
- c. Notification. ARTIST shall not be responsible for the safety requirements or programs applicable to any other person or entity involved with the Project other than ARTIST and its subcontractors.

10. Independent Contractor

OWNER and ARTIST are acting in an individual capacity in the performance of this Agreement and will not act as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Neither party will assume any liability for any injury (including death) to any persons, nor damage to any property, arising out of the acts or omissions of the agents, employees, or subcontractors of the other party. ARTIST shall be responsible for providing all necessary unemployment and worker's compensation insurance for its employees.

11. Indemnification

The work performed by the ARTIST shall be at the risk of the ARTIST exclusively subject to paragraph 23 below. To the fullest extent permitted by law, ARTIST shall indemnify, defend (at its sole expense) and hold harmless the City of Franklin and its employees, officers and officials ("Indemnified Parties"), from and against any and all claims for bodily injury, death or damages to property, demands, damages, action, cause of action, suits, losses, judgments, obligations and any liabilities, costs and expenses, including but not limited to investigative and repair costs, attorneys' fees and costs ("claims") which arise or are any way connected with the work performed or services provided under this Agreement by ARTIST or its agents. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of the ARTIST, its employees or agents, whether active or passive. The ARTIST'S indemnification and defense obligations

hereunder shall extend to claims occurring after this Agreement is concluded or terminated as well as while it is in force, and shall continue until it is finally adjudicated. Owner shall not provide such indemnification to the ARTIST.

12. Notification

All written notices required by this Agreement shall be sent to the parties at the following addresses by certified mail, return receipt:

To OWNER: Mayor, City of Franklin _____
70 E. Monroe Street _____
Franklin, IN. 46131 _____

To ARTIST: Arlon Bayliss, Owner
Bayliss & Co. LLC
415 Davis Drive
Anderson. IN 46011

13. Authority to Bind ARTIST

ARTIST warrants that it has the necessary authority to enter into this Agreement. The signatory for ARTIST represents that he/she has been duly authorized to execute this Agreement on behalf of ARTIST and has obtained all necessary or applicable approval to make this Agreement fully binding upon ARTIST when his/her signature is affixed hereto.

14. Successors and Assignees

This Agreement is binding upon and shall inure to the benefit of OWNER and ARTIST and their respective successors and permitted assigns. ARTIST shall not assign this Agreement without the written consent of OWNER.

15. Entire Agreement; Amendments

This Agreement and its Appendices, each of which is incorporated herein by reference and made a part of this Agreement, constitutes the entire Agreement of the parties with regard to the subject matter hereof and supersedes all prior discussions or agreements concerning any subject matter related hereto. This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, without giving effect to principles respecting conflicts of laws. Subject to Section 19, any action pursuant to this Agreement shall be brought and tried in a court of competent jurisdiction in Johnson County, Indiana, and each party hereby irrevocably consents to the personal and subject matter jurisdiction of any such court and waives any objection to such jurisdiction and venue.

17. Non-Waiver

It is agreed and acknowledged that no action or failure to act by OWNER or ARTIST as to a breach, act or omission of the other shall constitute a waiver of any right or duty afforded either of them under this Agreement, as to any subsequent breach, act or omission of the other nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereof, except as may be specifically agreed in writing. No right conferred on either party under this Agreement shall be deemed waived and no breach of this Agreement excused unless such a waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

18. Invalid Provisions

If any part of this Agreement is later found to be contrary to, prohibited by, or invalid under applicable law, rules or regulations, that provision shall not apply and shall be omitted to the extent so contrary, prohibited or invalid, but the remainder of this Agreement shall not be invalidated and shall be given full force and effect insofar as possible.

19. Dispute Resolution

Any dispute arising out of this Agreement that cannot be resolved through informal discussions between the parties, shall be subject to this Section.

- a. The parties agree that the existence of a dispute notwithstanding, the parties shall continue without delay to carry out all of their respective responsibilities under this Agreement.
- b. Should any dispute arise with respect to this Agreement that cannot be resolved through informal discussions between the parties, a party shall serve written notice to the other party outlining the details of the dispute and demanding mediation. No later than twenty (20) days from the date of the notice demanding mediation, the parties shall confer to discuss the selection of the mediator and agree upon other mediation procedures.
- c. Submission of a dispute under this Agreement to a mediation procedure shall be a condition precedent to filing litigation. No litigation shall be initiated by either party unless the mediation has been completed (unsuccessfully) or a party has failed to participate in a mediation procedure.

20. Employment Eligibility Verification

ARTIST affirms under the penalties of perjury that it does not knowingly employ an unauthorized alien.

ARTIST shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. ARTIST is not required to participate should the E-Verify program cease to exist. Additionally, ARTIST is not required to participate if ARTIST is self-employed and does not employ any employees.

ARTIST shall not knowingly employ or contract with an unauthorized alien. ARTIST shall not retain an employee or contract with a person that ARTIST subsequently learns is an unauthorized alien.

ARTIST shall require its subcontractors, who perform work under this Agreement, to certify to ARTIST that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. ARTIST agrees to maintain this certification throughout the duration of the term of an agreement with a subcontractor.

OWNER may terminate for default if ARTIST fails to cure a breach of this provision no later than thirty (30) days after being notified by OWNER.

21. No Investment in Iran

As required by IC 5-22-16.5, ARTIST certifies that it is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Agreement and denial of future agreements, as well as an imposition of a civil penalty.

22. Certification of Compliance with Applicable Law

In consideration of entering into this agreement, ARTIST agrees to the terms and conditions of the Certificate of Compliance with Applicable Law as set forth on Exhibit 6 and all attachments thereto and said terms and conditions are specifically incorporated herein.

23. Waiver of Claims for Hazardous Materials

The parties agree and the owner acknowledges that ARTIST is not being retained nor is ARTIST required to be in any way an arranger, generator, operator or transporter of hazardous materials present at or near the project site (as these terms are defined in applicable federal or state statutes and all related regulations). Owner agrees to make no claim or cause of action, including but not limited to negligence, breach of contract, strict liability or breach of express or implied warranty based upon the presence of hazardous substances.

(Signature page follows)

Non-Collusion.

The undersigned attests, subject to the penalties for perjury, that he/she is the ARTIST, or that he/she is the properly authorized representative, agent, member or officer of the ARTIST, that he/she has not, nor has any other member, employee, representative, agent or officer of the ARTIST, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Agreement other than that which appears within this Agreement.

In Witness Whereof, the ARTIST and the OWNER have, through duly authorized representatives, entered into this Agreement. The parties having read and understand the forgoing terms of this Agreement do by their respective signatures dated below hereby agree to the terms thereof.

ARLON BAYLISS
BAYLISS & CO. LLC
ANDERSON, INDIANA
(ARTIST)

CITY OF FRANKLIN
BOARD OF PUBLIC WORKS AND SAFETY
FRANKLIN, INDIANA
(OWNER)



Arlon Bayliss, Principal

Steve Barnett, Mayor

Kenneth Austin, Member

Tina Gross, Member

Attest:

Attest:

(Signature)

(Signature)

(Print or type name and title)

(Print or type name and title)

EXHIBIT 1

SERVICES BY ARTIST

EXHIBIT 2

INFORMATION AND SERVICES TO BE FURNISHED BY OWNER

EXHIBIT 3

COMMENCEMENT OF SERVICES AND SCHEDULE

EXHIBIT 4

COMPENSATION

EXHIBIT 5

INSURANCE REQUIREMENTS

Exhibit 5

Insurance Requirements

<u>Coverage</u>	<u>Limits</u>
A. Workmen's Compensation & Disability	Statutory Requirements
B. Employer's Liability Bodily Injury by Accident	\$500,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$500,000 each employee
C. Commercial General Liability (Occurrence Basis)	\$1,000,000
Bodily Injury, personal injury, property damage, Contractual liability, products-completed operations	
General Aggregate Limit (other than Products/ Completed Operations)	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (any one fire)	\$50,000
Medical Expense Limit (any one person)	\$5,000
D. Comprehensive Auto Liability (single limit, owned, Hired, and non-owned)	\$1,000,000 each accident
Bodily injury and property damage	\$1,000,000
Umbrella Excess Liability	\$2,000,000 each occurrence

CERTIFICATION OF COMPLIANCE WITH APPLICABLE LAW

The undersigned, in consideration of contracting with and/or entering into agreements with the City of Franklin, a governmental entity, does hereby make the below certifications and acknowledges that said representations and compliance with applicable law is a requirement of doing business with a governmental entity and is deemed valuable consideration in entering into a contract with the City of Franklin. The undersigned agrees to be in full compliance with all applicable laws and shall immediately notify the City of Franklin in the event it has failed to comply with this certification. In such event, the City of Franklin may immediately terminate any and all contracts with the undersigned. Compliance with all applicable State and Federal laws shall include, but is not limited to, the following:

- a. Execution of Non-Collusion Affidavit(s) to be provided and submitted on a form required by the State Board of Accounts;
- b. Applicable contract provisions pursuant to IC 5-16-13 for Public Works projects awarded after June 30th, 2015 the terms of which are specifically incorporated herein by reference and/or as required by law;
- c. Applicable anti-discrimination provisions as required by law;
- d. E-verify affidavit as required by law including but not limited to IC 22-5-1.7-11.1. Specifically, the undersigned declares under penalty of perjury that as a term of doing business with the City of Franklin that they have enrolled in and verify the work eligibility status of newly hired employees through the E-verify program and that by their signature below they do not knowingly apply unauthorized aliens.
- e. The undersigned certifies that it is not involved in the Iranian Energy Industry and does not do business with Vendors involved in the Iranian Energy Industry.
- f. The undersigned, if applicable, agrees to comply with the terms of IC 5-16-13-8 and represents that the project or work shall not be structured other than in the "tier" structure as required by law.
- g. The undersigned shall comply with the insurance requirements and hold harmless provisions of the City of Franklin incorporated by reference herein and where applicable shall comply with the requirements of IC 5-16-13-9 through 12.
- h. Pursuant to IC 36-1-12-24 Contractors and Subcontractors shall drug test employees when the cost of any Public Works project is greater than \$150,000.00.

- i. If applicable, the undersigned shall comply with IC 5-16-13-13; 14 in all respects including but not limited to document preservation and availability for inspection.
- j. If applicable to the project, the undersigned agrees to comply with, be bound by, and follow all regulations regarding non-discrimination as required by the City of Franklin's Title VI Plan and Non-Discrimination Agreement including the requirements identified on Appendix A attached hereto.
- k. The undersigned has been advised of the indemnification and insurance requirements of the City of Franklin on the attached Addendum (page 3) and agree to be bound by these requirements.

Additionally, the undersigned certifies that they/it are not aware of any relationship between the City of Franklin and the undersigned, its agents, employees or assigns which violates Indiana's anti-nepotism laws.

I HEREBY SWEAR AND AFFIRM UNDER PENALTIES FOR PERJURY THAT THE FOREGOING REPRESENTATIONS ARE TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF. ALL OF WHICH IS SWORN TO THIS 19th DAY OF January, 2023.



Duly Authorized Representative of Contracting Party

CITY OF FRANKLIN, INDIANA
CONTRACTOR INDEMNIFICATION & INSURANCE REQUIREMENTS

The Work performed by the Contractor shall be at the risk of that Contractor exclusively. To the fullest extent permitted by law, Contractor shall indemnify, defend (at their sole expense) and hold harmless the City of Franklin and their employees ("Indemnified Parties"), from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorneys' fees and costs, and consultants' fees and costs) ("Claims") which arise or are in any way connected with the Work performed, Materials furnished, or Services provided under this Agreement by the Contractor or its agents. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of the Contractor, its employees or agents, whether active or passive. The Contractor's indemnification and defense obligations hereunder shall extend to Claims occurring after this Agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated.

INSURANCE REQUIREMENTS

Upon execution of this Agreement, and prior to the Contractor commencing any work or services, the Contractor shall provide the City of Franklin with a Certificate of Insurance as evidence of Commercial General Liability insurance, Workers' Compensation and Automobile Liability for any employees, agents, or Subcontractors of the Contractor. The City of Franklin shall be listed as an Additional Insured on Commercial General Liability, Automobile Liability, and Umbrella as noted below.

The Contractor's liability coverage shall use ISO form CG 00 01 10 01 (or equivalent coverage) and include the City of Franklin as an Additional Insured using ISO Form CG 20 10 11 85 (or equivalent coverage) or on the combination of ISO Forms CG 20 10 10 01 and CG 20 37 10 01 (or equivalent coverage). Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the Commercial General Liability form arising from explosion, collapse, underground property damage or work performed by subcontractors.

The coverage limits shall not be less than the following:

Commercial General Liability Insurance:

\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal and Advertising Injury

Workers' Compensation and Employers' Liability Insurance: (or Exemption)

\$ 100,000 Bodily Injury by Accident
\$ 500,000 Bodily Injury by Disease - Policy Limit
\$ 100,000 Bodily Injury by Disease - Each Employee

Automobile Liability:

\$1,000,000 Each Accident

All coverage shall be placed with an insurance company duly admitted in the State of Indiana and have an AM Best rating of "A-" or better. Each Certificate of Insurance shall provide that the insurer must give the City of Franklin at least 30 days' prior written notice of cancellation and termination of the Contractor's coverage.

'As approved by the Franklin Board of Public Works & Safety: Mayor Joe McGuinness, Stephen Barnett & Bob Swinehamer at their meeting held March 18, 2013)

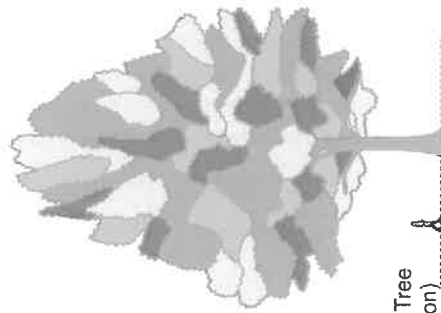
Addendum to Certification of Compliance with Applicable Law

Exhibit "B"

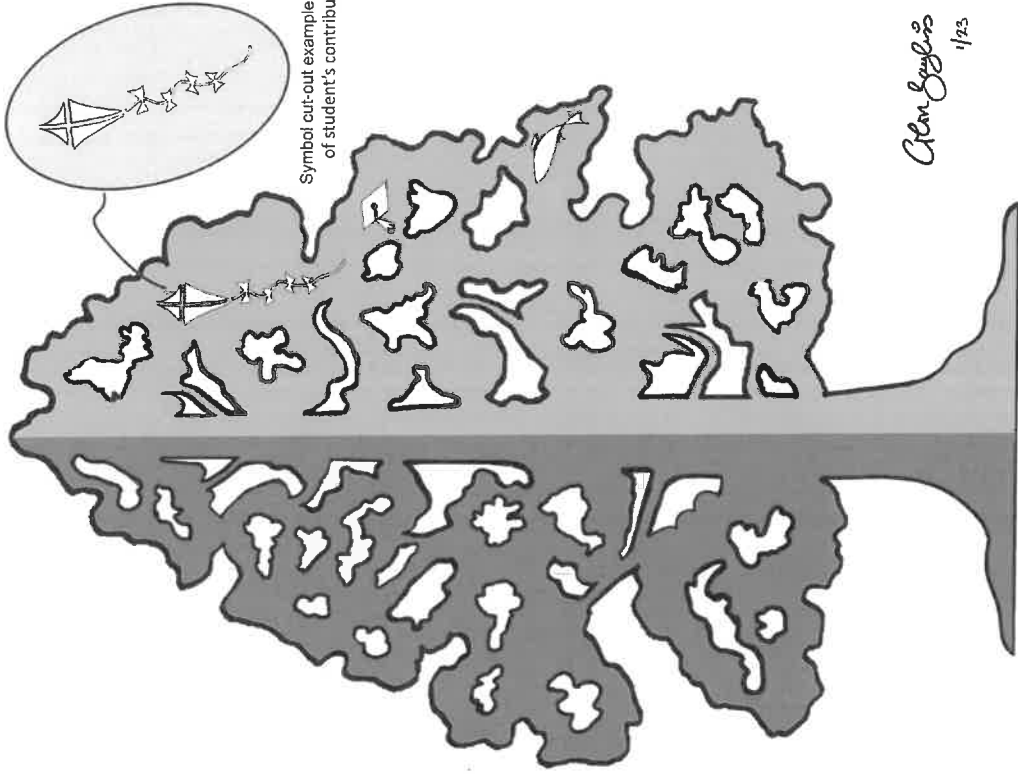
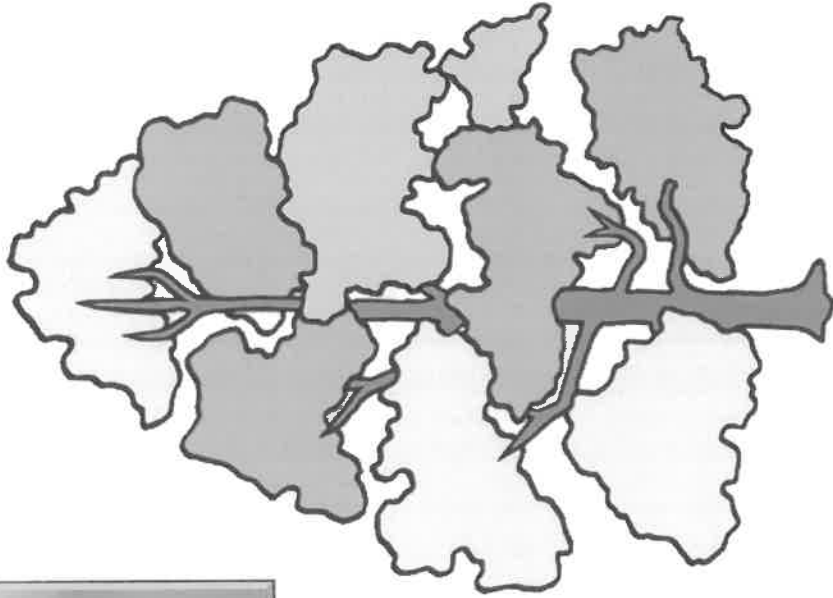
Page 3 of 3



Student Drawing

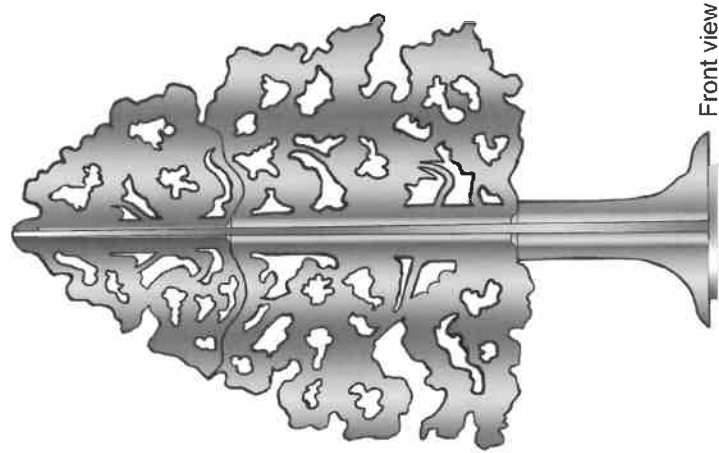
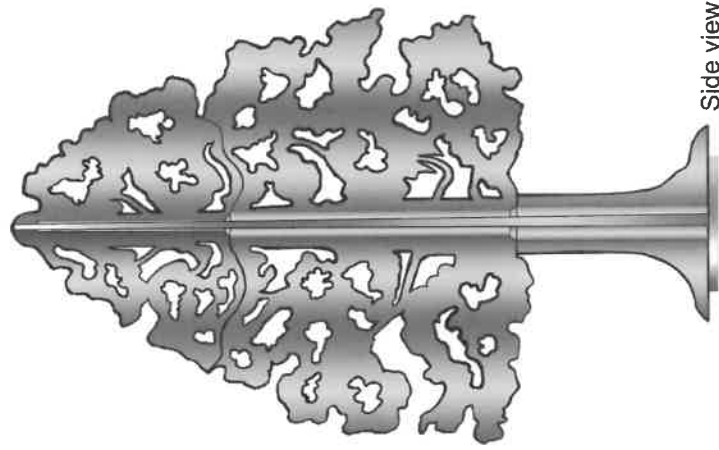
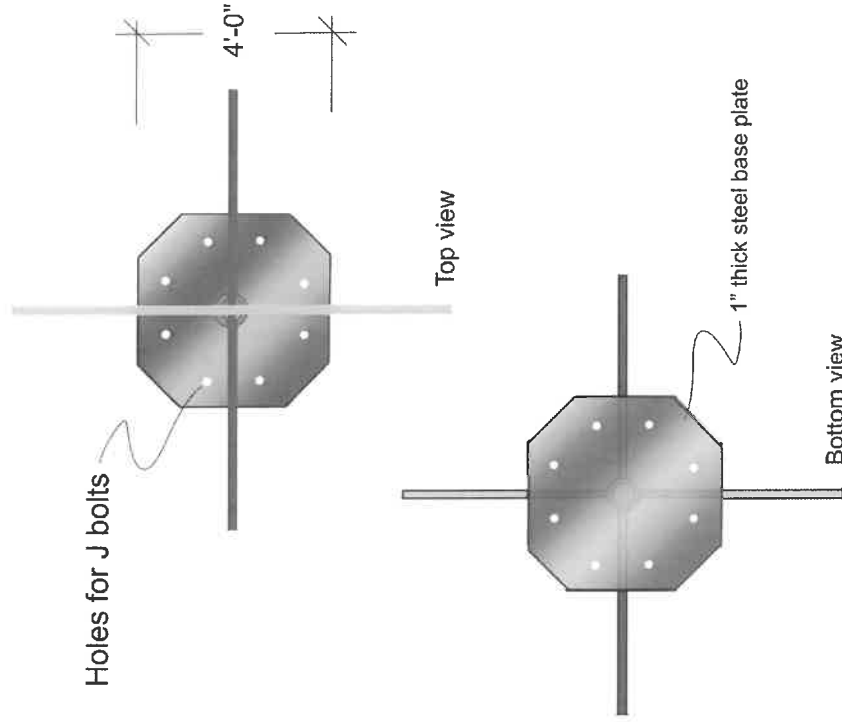


The Tulip Tree
(Liriodendron)



Symbol out-out example
of student's contribution

Alan Bayless
1/23

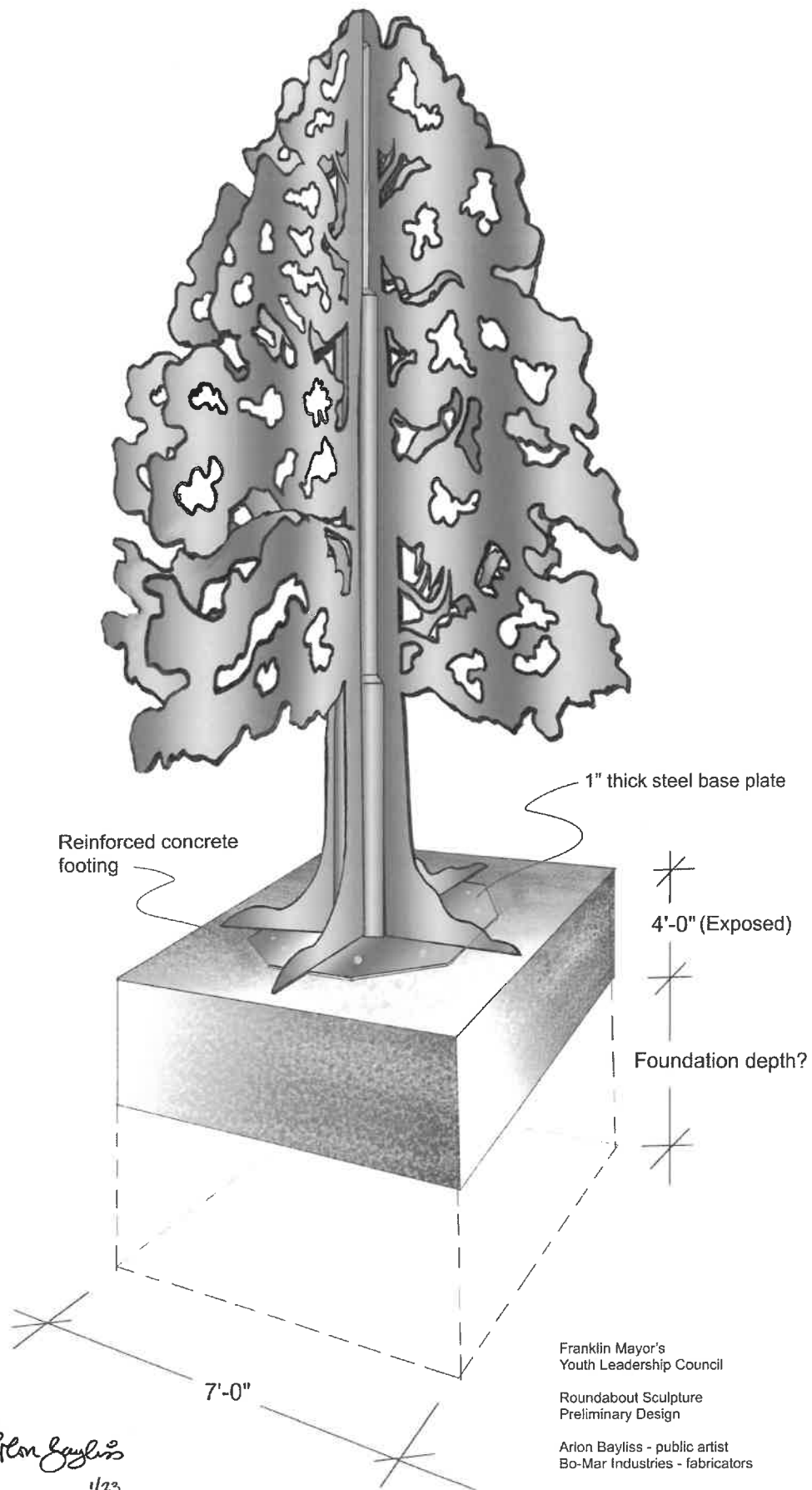


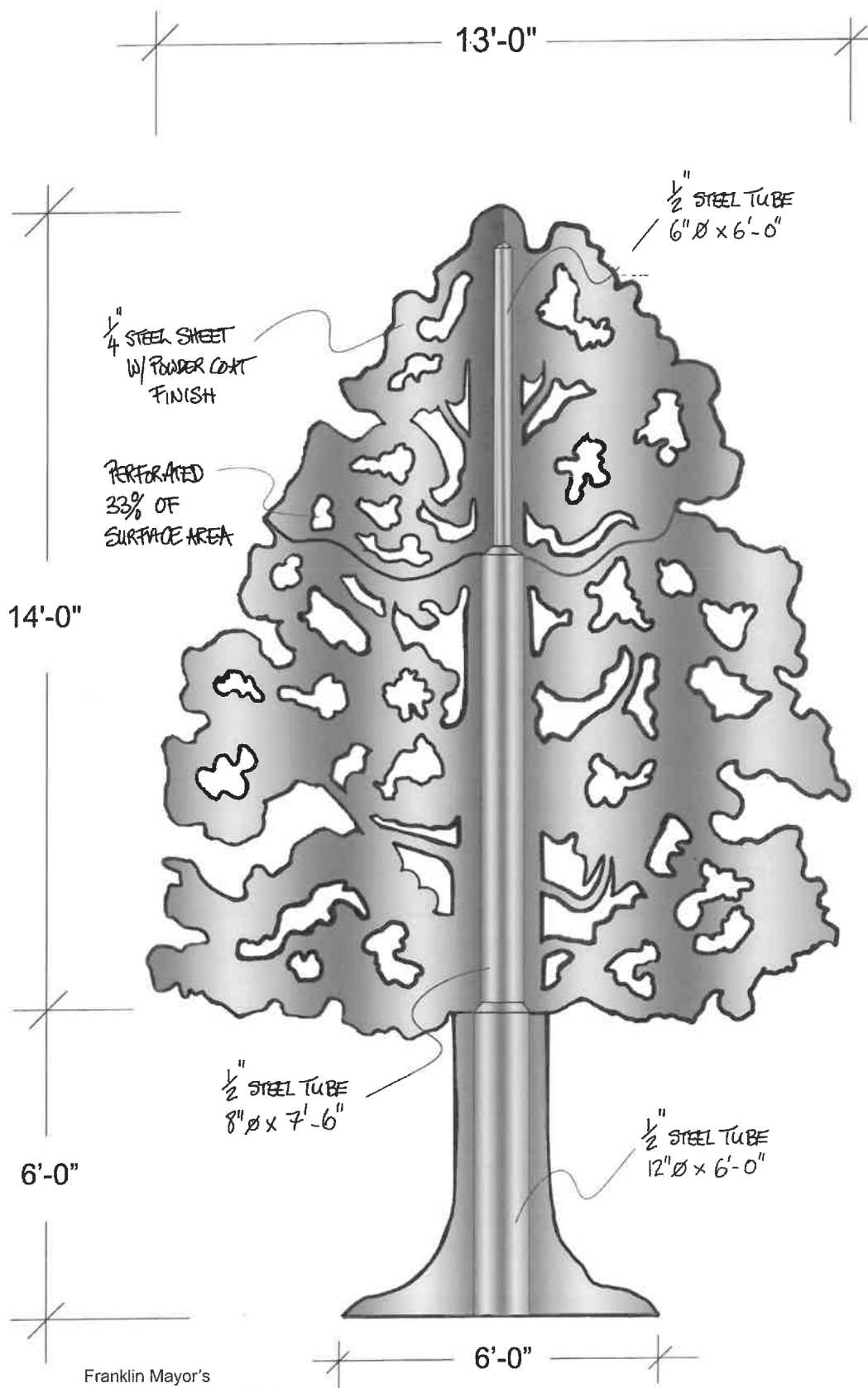
Franklin Mayor's
Youth Leadership Council

Roundabout Sculpture
Preliminary Design

Arlon Bayliss - public artist
Bo-Mar Industries - fabricators

Arlon Bayliss
1/23





Franklin Mayor's
Youth Leadership Council

Roundabout Sculpture
Preliminary Design - Section view

Arlon Bayliss - public artist
Bo-Mar Industries - fabricators

Arlon Bayliss
1/23

Landmark Sculpture for Roundabout at County Road 200 N and Simon Road

COMMENCEMENT OF SERVICES AND SCHEDULE

Discussions about design, foundation, PE, lighting: Crossroads Engineers
Preliminary meetings: Tara Payne
Preliminary artwork design
Artist presentation to Franklin Mayors Youth Leadership Council
and Mayor Barnett
PE approves foundation design Nov. – Dec. 2022

Contract discussion
First meeting with students Arts Council
Mayor Barnett and Tara Payne visit Bayliss and bo-mar Industries
Contract signed Jan. 2023

Bayliss meetings with students Arts Council: Concepts and design development
Franklin Mayors Youth Leadership Council visits bo-mar Industries
Bayliss approves students' contributions
Bo-mar: Computer engineering of artwork
Coordination meetings: Bayliss, bo-mar engineering
and Crossroads Engineers Feb. – Mar. 2023

Bo-mar: materials and fabrication of artwork
Students visits to bo-mar: Observe fabrication
Bayliss meetings with students Arts Council: Progress and planning Mar. – Jul. 2023

Bo-mar trial run assembly of artwork at factory
Lighting experiments at factory
Students visits to bo-mar: Observe assembly and/or lighting experiments
Artwork disassembly, prep and painting Jun & Jul. 2023

Artwork delivered to site: Installation, lighting set-up
Approval of artwork Target: before Jul. 31 2023