

## AGENDA RESERVATION REQUEST

CITY OF FRANKLIN

Board of Works

Please type or print

<b>Date Submitted:</b>	November 25, 2024	<b>Meeting Date:</b>	December 2, 2024
<b>Contact Information:</b>			
<b>Requested by:</b>	Dana Monson		
<b>On Behalf of Organization or Individual:</b>		Public Art Advisory Commission	
<b>Telephone:</b>	317-736-3631		
<b>Email address:</b>	dmonson@franklin.in.gov		
<b>Mailing Address:</b>	70 E. Monroe St., Franklin, IN 46131		
<b>Describe Request:</b>			
Request for Approval of Veteran's Alley sculptures and Expo art contract			
<b>List Supporting Documentation Provided:</b>			
Memo			
Expo Arts contract and COL			
Veterans Alley Renderings			
<b>Who will present the request?</b>			
<b>Name:</b>	Dana Monson	<b>Telephone:</b>	317-736-3631

*The Franklin City Council meets on the 1st and 3rd Monday of each month at 6:00 p.m. in the Council Chambers of City Hall located at 70 E. Monroe Street. In order for an individual and/or agency to be considered for new business on the agenda, this reservation form and supporting documents must be received in the Mayor's office no later than 12:00 p.m. on the Wednesday before the meeting.*



## CITY OF FRANKLIN

Community Development Department

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# Memo

**To:** Board of Works Members  
**CC:** Mayor, Clerk-Treasurer, City Attorney  
**From:** Dana Monson, Community Development Specialist  
**Date:** December 2, 2024  
**Subject:** Approval of Contract for Veterans Alley Sculptures

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The Public Art Advisory Commission met on November 14, 2024, and recommended approval of the Veterans Alley Sculpture series. This project has received funding from three sources, a grant from the 180 in Color READI program for \$45,000, a grant from the Indiana Arts Commission for \$15,000, and a grant from the Franklin EDC for \$20,000.

The purpose of this art provide recognition of our Veteran's while providing a unique look to a well-used pedestrian alley. This Alley runs North/South adjacent to the Elks building. Dana Monson sent a request for quotes to three companies and received quotes from two. After reviewing the quotes, the PAAC concluded that Expo Arts was the most responsive and responsible bidder on the project.

The artwork is attached.

Tonight I am requesting approval of the contract and asking for the board to sign.

Please contact me directly at 346-1254 or [dmonson@franklin.in.gov](mailto:dmonson@franklin.in.gov) if you have any questions regarding this information.

**RECORD OF PRICE QUOTATIONS**

Name of agency/facility <b>Dept. of Community Development City of Franklin</b>		Project <b>Veteran's Alley Art Project</b>		
Name of Person receiving quotations <b>Dana Monson</b>				
Date of Quote	Description of Project	Vendor Number 1	Vendor Number 2	Vendor Number 3
	<b>Sculpture in Veteran's Alle adjacent to Elks</b>	<b>71,662.12</b>	<b>145,409</b>	<b>Declined</b>
<b>JUSTIFICATION FOR SELECTING A VENDOR</b>				
<b>Lowest, most responsive, and responsible vendor.</b>				
Name of Vendor 1 <b>Expo Arts</b>		Name of Contact Person <b>Lola Hamilton</b>		
Address (street, number or rural route) <b>3651 E Raymond Street</b>		Telephone Number <b>( 317 ) 784-5610</b>		
City, State and Zip Code <b>Indianapolis, IN. 46203</b>		Date Contacted (month, day, year) <b>7/2/2024</b>		
Name of Vendor 2 <b>MNM Construction</b>		Name of Contact Person <b>Marissa Stout</b>		
Address (street, number or rural route) <b>1960 Red Oak Drive</b>		Telephone Number <b>( 317 )258-1421</b>		
City, State and Zip Code <b>Franklin, IN. 46131</b>		Date Contacted (month, day, year) <b>7/2/2024</b>		
Name of Vendor 3 <b>Bomar Construction</b>		Name of Contact Person <b>Adam Lee</b>		
Address (street, number or rural route) <b>3838 S Arlington Ave</b>		Telephone Number <b>( 317 )899-1240</b>		
City, State and Zip Code <b>Indianapolis, IN. 46203</b>		Date Contacted (month, day, year) <b>7/2/2024</b>		

**AGREEMENT**  
**BETWEEN**  
**THE CITY OF FRANKLIN**  
**AND**  
**Expo Arts**  
  
FOR  
***Veterans Alley Artwork***

**THIS AGREEMENT**, executed by and between the City of Franklin, Indiana (hereinafter "CITY"), and Expo Arts (hereinafter "CONTRACTOR");

**WITNESSETH THAT:**

WHEREAS, CITY is desirous of retaining CONTRACTOR'S services for the Construction of ***Veteran's Alley Artwork*** (more particularly described in Attachment A, "Scope of Work"); and

WHEREAS, CONTRACTOR is capable of performing all applicable work required of the project as per its bid on the Bid Summary sheet; and

WHEREAS, said bid was determined to be the lowest, responsive, and responsible bid per said Bid Summary Sheet.

NOW, THEREFORE, in consideration of the mutual promises hereinafter enumerated, the parties agree as follows:

**ARTICLE 1. TERM**

**1.01** This Agreement shall be in effect upon execution of this Agreement by all parties.

**ARTICLE 2. SERVICES**

**2.01** CONTRACTOR shall complete all work required under this Agreement by November 1, 2025. Substantial Completion shall be considered to be completion of all work.

**2.02** It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided and that the measure of those damages shall be determined by reference to the then current INDOT Schedule of Liquidated Damages for Each Day of Overrun in Contract Time. CONTRACTOR agrees to pay CITY said damages or, in the alternative, CITY, at its sole discretion may withhold

monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY' s other remedies under this Agreement, or as provided by applicable law.

**2.03** CONTRACTOR agrees that no charges or claims for damages shall be made by it for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting of CONTRACTOR to proceed to complete any service, or any part of the, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY or any of its rights herein.

### **ARTICLE 3. COMPENSATION**

**3.01** CONTRACTOR shall provide services as specified in Attachment A, "Scope of Work", attached hereto and incorporated into this Agreement as well as all specs provided by CONTRACTOR in its bid including, but not limited to material specifications.

**3.02** Upon approval of properly submitted claims, CITY shall compensate CONTRACTOR the total sum of \$71,662.12 (*Seventy-one Thousand and Six Hunder and Sixty-Two Dollars and Twelve cents*). The approval of the claims shall be at the sole discretion of the CITY to be approved only upon compliance with the terms of this contract. Said approval not to be unreasonably withheld. CITY may withhold payment, in whole or in part to the extent necessary to protect itself from a loss on account of any of the following:

1. Defective work
2. Evidence indicating the probable filing of claims by other parties against CONTRACTOR which may adversely affect CITY.
3. Failure of CONTRACTOR to make payments due to subcontractors, material suppliers or employees.
4. Damage to CITY or a third party

**3.03** The submission of any request for payment shall be deemed a waiver and release by CONTRACTOR of all liens and claims with respect to the Work and period to which such payment request pertains except as specifically reserved and noted on such request. The payment of the claim shall constitute a waiver and release by Contractor of all liens and claims for

payment with respect to the work and period to which payment was submitted

**3.04** CONTRACTOR shall maintain proper account records for the scope of all services of this Agreement and provide an accounting for all charges and expenditures as may be necessary for audit purposes. All such records shall be subject to inspection and examination by CITY'S representatives at reasonable business hours.

**3.05** CONTRACTOR shall comply in full with all provisions of IC 5-6-13, including but not limited to IC 5-6-13-7 & 8 and said provisions are incorporated by reference herein as specific requirements of this contract.

#### **ARTICLE 4. GENERAL PROVISIONS**

**4.01 Indemnification:** 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.

#### **4.02 Abandonment, Default, and Termination**

**4.02.01** CITY shall have the right to abandon the work contracted for in this Agreement without penalty. If CITY abandons the work described herein, the earned value of the work performed shall be based upon an estimate of the proportion between the work performed by CONTRACTOR under this Agreement and the work which CONTRACTOR was obligated to perform under this Agreement. This proportion shall be mutually agreed upon by CITY and

CONTRACTOR. The payment as made to CONTRACTOR shall be paid as a final payment in full settlement of his services hereunder.

**4.02.02**

If CONTRACTOR defaults or fails to fulfill in a timely and proper manner the obligations pursuant to this Agreement, CITY may, after seven (7) days written notice has been delivered to CONTRACTOR, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to CONTRACTOR. In the alternative, CITY, at its option, may terminate this Agreement and take possession of the site and all materials and may finish the project by whatever method it may deem expedient, and if such action exceeds the unpaid balance of the sum amount, CONTRACTOR or his surety, shall pay the difference to CITY.

**4.02.03**

Default: If CONTRACTOR breaches this Agreement or fails to perform the work in an acceptable manner, it shall be considered in default. Any one or more of the following will be considered a default:

1. Failure to begin work under this Agreement within the t specified.
2. Failure to perform the work with sufficient supervision, workmen, equipment, and materials to ensure prompt completion of said work.
3. Unsuitable performance of the work as determined by the City Engineer and his/her representative.
4. Neglecting or refusing to remove defective materials or failure to perform new such work as shall have been rejected.
5. Discontinuing the prosecution of the work or any part of it.
6. Inability to finance the work adequately
7. If, for any other reason, CONTRACTOR breaches this Agreement or fails to carry on the work in an acceptable manner.
8. Failure to comply with applicable federal or state laws and regulations or local ordinances.

**4.02.04**

CITY shall send CONTRACTOR a written notice of default. If CONTRACTOR, or his Surety, within a period of (10) days after such notice, fails to remedy the default, then CITY shall have full power and authority, without violation of the Agreement, to take the prosecution of the work out of the hands of said CONTRACTOR, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable, and may at his option, turn the work over to the Surety, or enter into an agreement with another Contractor for the completion of the Contract according to the terms

and provisions thereof, or CITY may use such other methods as, in its opinion, shall be required for the completion of said Contract in an acceptable manner. In the event of emergencies, CITY may take steps to mitigate its damages without said steps being considered a breach of contract by the CITY.

**4.02.05** All costs of completing the work under the Contract shall be deducted from the monies due or which may become due said CONTRACTOR. In case the expenses so incurred by CITY shall be less than the sum which would have been payable under the Contract if it had been completed by said CONTRACTOR, CONTRACTOR shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Contract, CONTRACTOR and its Surety will be liable and shall pay to CITY the amount of said excess. By taking over the prosecution of the work, CITY does not forfeit the right to recover damages from CONTRACTOR or his Surety for his failure to complete the work in the time specified.

**4.02.06** Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of the Agreement by CITY are at any time not forthcoming or are insufficient, through failure of any entity to appropriate the funds or otherwise, then CITY shall have the right to terminate this Agreement without penalty by giving prior written notice documenting the lack of funding in which instance unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriation were received.

**4.02.07** CITY agrees that it will make its best effort to obtain sufficient funds, including but not limited to, including in its budget for each fiscal period during the term hereof a request for sufficient funds to meet its obligations hereunder in full.

**4.03** **Successors and Assigns**

**4.03.01** Both parties agree that for the purpose of this Agreement, CONTRACTOR shall be an Independent Contractor and not an employee of CITY.

**4.03.02** No portion of this Agreement shall be sublet, assigned or otherwise disposed of by CONTRACTOR except with the written consent of the CITY being first obtained. Consent to sublet, assign, or otherwise



dispose of any portion of this Agreement shall not be construed to relieve CONTRACTOR of any responsibility of the fulfillment of this Agreement.

**4.03.03** CONTRACTOR shall comply in all regards with IC 5-6-13-9 through 12 relating to CONTRACTOR tiers.

**4.04** **Extent of Agreement: Integration**

**4.04.01** This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if set out herein:

1. This Agreement
2. All bid documents, including specs and material lists submitted by CONTRACTOR
3. Where applicable, Bid Prices
4. Information for Bidders sent by CITY
5. CONTRACTOR'S submittals
6. All plans as provided for the work that is to be completed.
7. Affidavit of Compliance with applicable law.

**4.04.02** In resolving conflicts, errors, discrepancies, and disputes concerning the Scope of Work to be performed by CONTRACTOR, and other rights and obligations of CITY and CONTRACTOR, the document expressing the greater quantity, quality, or other scope of work in question, or imposing the greater obligation upon CONTRACTOR and affording the greater right or remedy to CITY shall govern; otherwise the documents shall be given precedence in the order as enumerated above.

**4.05** **Insurance**

**4.05.01** CONTRACTOR shall, as a prerequisite to this Agreement, purchase and thereafter maintain such insurance as will protect it from the claims set forth below which may arise out of or result from CONTRACTOR'S operations under this Agreement, whether such operations be by CONTRACTOR or by any SUBCONTRACTORS or by anyone directly or indirectly employed by any or all of them, or by anyone for whose acts any of them may be liable.

**Coverage**

**Limits**

A. Workmen's Compensation & Disability Requirements	Statutory
B. Employer's Liability Bodily Injury by Accident accident	\$500,000 each
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease employee	\$500,000 each
C. Commercial General Liability (Occurrence Basis) Bodily Injury, personal injury, property damage, Contractual liability, products-completed operations	\$1,000,000
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, accident Hired, and non-owned)	\$1,000,000 each
Bodily injury and property damage	\$1,000,000
Umbrella Excess Liability occurrence	\$2,000,000 each

The Deductible on the Umbrella Liability  
\$10,000

Shall not be more than

**4.05.02** CONTRACTOR'S comprehensive general liability insurance shall also provide coverage for the following:

1. Premises and operations;
2. Contractual liability as applicable to any hold harmless agreements
3. Completed operations and products; which also must be maintained for a minimum period of two years after final payment and CONTRACTOR shall continue to provide evidence of such coverage to CITY on an annual basis during the aforementioned period; and
4. Broad form property damage - including completed operations;
5. Fellow employee claims under Personal Injury
6. Independent Contractors.

**4.05.03** With the prior written approval of CITY, CONTRACTOR may substitute different types or amounts of coverage for those specified as long as the total amount of required protection is not reduced.

**4.05.04** Certificates of insurance, naming the City of Franklin as an "additional insured", showing such coverage than in force (but not less than the amount shown above) shall be on file with CITY prior to commencement of work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least thirty (30) days prior written notice has been received by CITY.

**4.06** **Necessary Documentation** CONTRACTOR certifies that it will furnish CITY any and all documentation, certification, authorization, license, permit, or registration required by the laws or rules and regulations of the City of Franklin, the State of Indiana, and the United States. CONTRACTOR further certifies that it is now and will maintain in good standing with such governmental agencies and that it will keep its license, permit registration, authorization, or certification in force during the term of this Agreement.

**4.07** **Applicable Laws** CONTRACTOR agrees to comply with all federal, state, and local laws, rules, and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, IC 5-16-

13; IC 22-5-1.7-11; IC 36-1-12-24, conflicts of interest, public notice, accounting records and requirements. Unless otherwise specified, this Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Franklin.

#### **4.08      Non-Discrimination**

**4.08.01**      CONTRACTOR and subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hiring, tenure, terms, training, conditions or privileges of employment, because of race, sex, color, religion, national origin, ancestry, age, handicap, or disabled veteran status. Breach of this covenant may be regarded as a material breach of the Agreement.

**4.08.02**      CONTRACTOR certifies for itself and all its subcontractors compliance with existing laws of the State of Indiana and the United States regarding:

1. Prohibition of discrimination in employment practices on the basis of race, sex, color, religion, national origin, ancestry, age, handicap, or any other legally protected classification; strongly encourages the use of project site local small businesses, minority-owned business, and women-owned business in its operations.

**4.08.03**      Further, pursuant to IC 5-16-6-1, Contractor Agrees:

1. That in the hiring of employees for the performance of work under this Agreement or any subagreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.

2. That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account or race, religion, color, sex, national origin, ancestry, handicapped, or any other legally protected classification.

3. That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of

the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.

4. That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

#### **4.09 Workmanship and Quality of Materials:**

**4.09.01** CONTRACTOR shall guarantee the work for a period of *one (1)* year(s) from the date of substantial completion. Failure of any portion of the work within *one (1)* year(s) due to improper construction, materials of construction, or design may result in a refund to CITY of the purchase price of that portion which failed.

**4.09.02 OR EQUAL.** Wherever in any of the Contract Documents an article, material or equipment is defined by using the name of a manufacturer or vendor, the term "Or Equal" or the term "The Equivalent" is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting completion. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the city of Franklin Engineer or his/her representative. The approval by the ADMINISTRATOR of alternate material or equipment as being equivalent to that specified, shall not in any way relieve CONTRACTOR of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the contract Documents.

**4.09.03** CITY shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the City of Franklin Engineer and are not subject to arbitration.

**4.10 Safety** CONTRACTOR shall be responsible for the safety of employees at all times and shall provide all equipment necessary to ensure their safety. CONTRACTOR shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state or local.

## **4.11 Amendments/Changes**

- 4.11.01** Except as provided in Paragraph 4.11.02, this Agreement may be amended only by written instrument signed by both CITY and CONTRACTOR.
- 4.11.02** Without invalidating the Agreement and without notice to any surety, CITY may at any time or from time to time, order, in writing, additions, deletions or revisions in the Work. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents
- 4.11.03** If CONTRACTOR believes that any direction of CITY under paragraph 4.11.02, or any other event or condition, will result in an increase in the Contract time or price, [No claim for any adjustment of the Contract time or price will be valid if not submitted in accordance with this Paragraph] Contractor shall immediately file written notice with the City after the event giving rise to the claim and stating the general nature of the claim with supporting data. Any adjustments increasing the Contract price or time shall be agreed upon in writing.
- 4.11.04** CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with CITY. No work shall be delayed or postponed pending resolution of any dispute or disagreement except as CONTRACTOR and CITY may otherwise agree in writing.

**4.12** **Payment of Subcontractors** As required by law, CONTRACTOR shall pay all subcontractors, laborers, material suppliers and those performing services to CONTRACTOR on the project under this Agreement. CITY may, as a condition precedent to any payment hereunder, require CONTRACTOR to submit satisfactory evidence of payments of any and all claims of subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR. Upon receipt of a lawful claim, CITY shall withhold money due to CONTRACTOR in a sufficient amount to pay the subcontractors, laborer, material suppliers, and those furnishing services to CONTRACTOR.

**4.13** **Remedies** Should Contractor fail to perform its obligations under the terms of this agreement, Contractor agrees that in addition to all other remedies available, Franklin shall be entitled to recover from Contractor the

City of Franklin's costs and expenses, including reasonable attorney fees incurred in enforcing this agreement.

**4.14 Written Notice** Written notice shall be considered as served when delivered in person or sent by mail to the individual, firm, or corporation, or to the last business address of such known to CONTRACTOR who serves the Notice. Notice shall be sent as follows:

#### **TO CITY**

Name: Dana Monson  
Title: Community Development Specialist  
Address: 70 E. Monroe Street  
City/State/Zip: Franklin, IN 46131

#### **TO CONTRACTOR**

Company Name: *Expo Arts*  
Name: *Matthew LaFary*  
Address: *3651 E. Raymond Street*  
City/State/Zip: *Indianapolis, IN 46203*

**4.15 Severability and Waiver** In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any other provision of this Agreement. Failure of either party to insist on strict compliance with the provision of this Agreement shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Agreement.

**4.16 Notice to Proceed** CONTRACTOR shall not begin the work pursuant to the "Scope of Work" of this Agreement until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the contract within *seven (7)* calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the *seven (7)* calendar day limitation will be waived. Workday charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any contract is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

**4.17 Iranian Investments:** The undersigned, both individually and on behalf of the contracting entity certify pursuant to IC 5-22-16.5 that they/it is not engaged in any investment activities in Iran as said investment activity is prohibited by law.

**4.18 Drug Testing:** CONTRACTOR agrees on behalf of contractor, subcontractors and all tier contractors, to comply in full with the provisions of IC 36-1-12-24 requiring mandatory drug tests for employees when the cost of any public works project is greater than \$150,000.00.

**WHEREFORE** the parties as represented by the signature below agree to all terms set forth within this contract and acknowledge receipt, review, and agreement to the provisions contained herein.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**



"CONTRACTOR"

*Expo Arts*

By:   
Signature

Name: K. Lola Hamiton  
Address: 3651 E. Raymond Street  
Indianapolis. IN 46203

Type text here

Attest: \_\_\_\_\_

Signature 

Printed Name Matthew LaFary

**"FRANKLIN"**  
**City of Franklin**

**INTRODUCED & APPROVED** by the Board of Public Works and Safety of the  
City of Franklin, Johnson County, Indiana this \_\_\_\_ day of \_\_\_\_\_, 2024.

City of Franklin, Indiana, By its Board of Public Works and Safety

Voting Affirmatively

\_\_\_\_\_  
Steve Barnett, Mayor

\_\_\_\_\_  
Tina Gross, Member BPW &S

\_\_\_\_\_  
Kenneth Austin, Member BPW&S

Attest:

\_\_\_\_\_  
Jan Jones, Clerk-Treasurer

Prepared by: Dana Monson  
Community Development Specialist  
City of Franklin



EXPOA-1

OP ID: JR

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/14/2024

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).

<b>PRODUCER</b> DAR The Rocchio Agency 4660 Lisborn Drive Carmel, IN 46033 David A. Rocchio	317-816-0789	<b>CONTACT NAME:</b> Joe Rocchio <b>PHONE (A/C, No, Ext):</b> 317-816-0789 <b>FAX (A/C, No):</b> 317-816-0789 <b>E-MAIL ADDRESS:</b> jroccchio@roccchioinsurance.com														
<b>INSURED</b> EXPO ARTS LLC 108 S 17TH AVE BEECH GROVE, IN 46107		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : <b>FRANKENMUTH INSURANCE</b></td> <td style="text-align: center;"><b>13986</b></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : <b>FRANKENMUTH INSURANCE</b>	<b>13986</b>	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #															
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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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			6737361	03/21/2024	03/21/2025	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>500,000</b> MED EXP (Any one person) \$ <b>15,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COM/OP AGG \$ <b>2,000,000</b> \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			6737360	03/21/2024	03/21/2025	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ <b>0</b>			6737361	03/21/2024	03/21/2025	EACH OCCURRENCE \$ <b>1,000,000</b> AGGREGATE \$ <b>1,000,000</b> \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below			6737359	03/21/2024	03/21/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>

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

**CERTIFICATE HOLDER**

FRANK11

CITY OF FRANKLIN  
 70 E MONROE ST  
 FRANKLIN, IN 46131

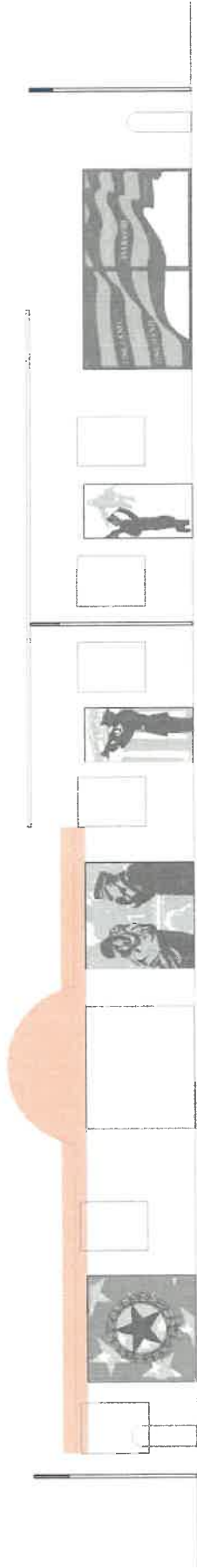
**CANCELLATION**

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

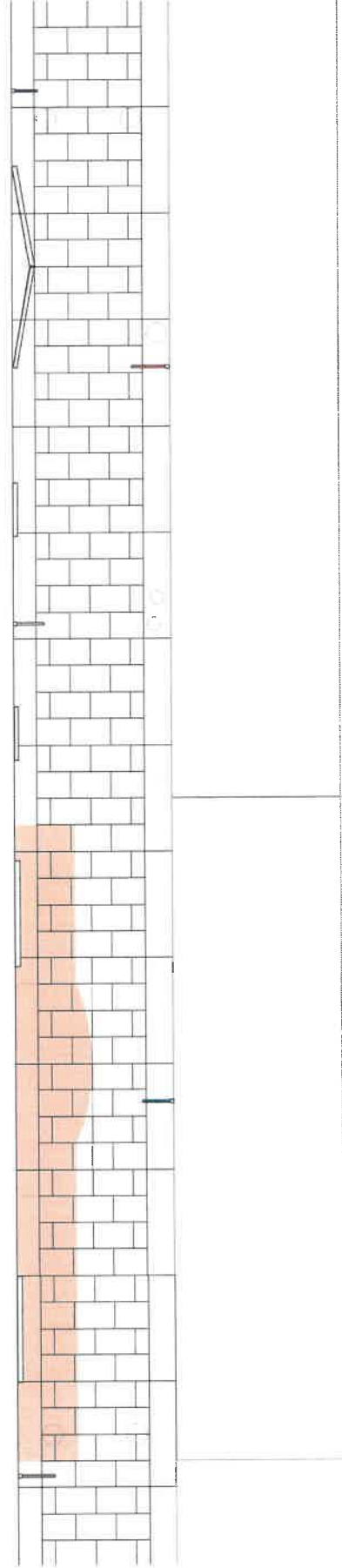
AUTHORIZED REPRESENTATIVE  
**David A. Rocchio**

Johnson County Veterans Alley Layout

East Elevation



Top View



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Veterans Alley Panel Details

