

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“**Agreement**”), is made as of the ____ of December, 2025, (the “**Effective Date**”) by and between the **CITY OF GREENFIELD, INDIANA** (the “**City**”) and **TRG CONSTRUCTION, LLC**, an Indiana limited liability company (the “**Professional**”). The City and the Professional are each a “**Party**” and collectively the “**Parties.**”

RECITALS

WHEREAS, the City issued a Request for Qualifications and Proposals related to the design, construction, operation and maintenance of a parking garage for the City as further described in **Exhibit A** attached hereto (the “**Project**”) to be constructed on the site identified in **Exhibit B** (the “**Project Site**”); and

WHEREAS, the City has selected the Professional to complete and design the Project and to acquire the Project Site prior to construction thereon; and

WHEREAS, Professional is experienced in providing and desires to provide to the City the professional services referenced herein; and

WHEREAS, the City desires to engage Professional as an independent contractor for the purposes of providing the services specified herein to the City.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and conditions set forth herein, the Parties mutually agree as follows:

SECTION 1. INCORPORATION OF RECITALS.

The foregoing recitals are hereby incorporated into this Agreement and made a part hereof.

SECTION 2. SCOPE OF SERVICES.

The City desires to engage Professional as an independent contractor for the services set forth in this Agreement and in the scope of services described in **Exhibit C** attached hereto and incorporated herein (the “**Services**”). Professional desires to provide the **Services** to the City as set forth herein. The Parties acknowledge that the Project is being undertaken by the City for the benefit of the public and Professional will coordinate the **Services** with the City’s designee in Section 3.1 and representatives of the City to the extent requested by the City. The Parties may change the scope of **Services** by written endorsement of the same with such other modifications to this Agreement as are acknowledged in writing by both Parties.

SECTION 3. THE CITY 'S RESPONSIBILITIES

The City shall:

3.1 Designate a person or persons with authority, to act on the City's behalf in all matters concerning the Services which may be changed by written notice to Professional. City's current designee is the City Engineer. The designee will act as the City's representative and will assist Professional in coordinating communication with the City bodies

3.2 Furnish to Professional all studies, reports and other available data in the City's possession that it considers reasonably pertinent to the Services and obtain additional existing reports and data as are reasonably required for Professional to perform the Services, all of which Professional shall be entitled to rely upon in performing such Services unless in its review of the same, Professional determines that such information is not consistent and fails to promptly so notify the City.

3.3 Arrange and make all provisions for Professional to enter upon the Project Site and any required adjacent properties as reasonably required for Professional to perform the Services and/or additional services.

3.4 Make reasonably available to Professional for consultation, as needed, such individuals as are necessary for Professional to provide the Services and/or additional services to the City.

3.5 Neither the City's or their respective representatives' review, approval or acceptance of, nor payment for, the Services shall be construed to operate as a waiver of any rights under this Agreement nor shall it relieve Professional of its responsibilities to perform the Services as set forth herein.

SECTION 4. PROFESSIONAL'S RESPONSIBILITIES

4.1 Professional shall provide the Services within the time periods, and in the manner provided by this Agreement.

4.2 Professional agrees to provide the Services and to execute its responsibilities hereunder by performing its services consistent with the professional skill and care ordinarily provided by architects and engineers practicing in the same or similar locality under the same or similar circumstances. Professional shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The City reserves the right at any time to direct changes, or cause Professional to make changes in the Services provided, or to otherwise change the scope of the work covered by this Agreement, and Professional agrees to promptly make such changes. Any difference in price or time of performance resulting from such changes shall be equitably adjusted by the City after receipt of documentation from Professional in such form and detail as the City may reasonably require on the condition that such change is first approved in writing by the City.

4.3 The Parties agree that the Services are personal services, highly professional in nature, and that the identity of the subcontractors or individual(s) who are understood to be personally responsible for such work is of prime importance to the City. Accordingly, Professional represents and agrees as follows:

4.3.1 Professional represents that it has engaged as its subcontractors Kimley-Horn, JPS Engineering, and Studio Axis as its design and engineering consultants for those matters

identified in **Exhibit C** which require design and engineering approval, which entity together with Professional comprise the “Project Design Team.” Professional understands and agrees that the members of the Project Design Team shall be employees or contractors of Professional only and not of the City.

4.3.2 Professional is fully responsible for the performance of the Project Design Team with regard to: (a) payment of the Compensation as set forth in Section 5 below, (b) oversight, (c) coordination and (d) direction regarding the Services and matters set forth in **Exhibit C**. Professional shall be fully responsible for the performance and accuracy of all Services performed by the Project Design Team as if Professional performed all of the Services directly.

4.3.3 Professional may not replace members of the Project Design Team without first notifying the City of the Project Design Team replacement member. Professional shall notify the City as soon as possible should any member of the Project Design Team notify Professional of a desire to terminate its relationship with Professional as a member of the Project Design Team. The City reserves the right, in its sole discretion, to agree to (a) a replacement member with no increase in the Compensation, (b) a replacement member with an increase in the Compensation, (c) decrease Compensation to pursue engagement with a party of the City’s choice to complete the tasks for which the departing member was responsible or (d) other options elected by City in its sole discretion.

4.3.4 The assignment of Professional’s project manager and other key members of Professional’s Project Design Team is of primary importance to the City. Accordingly, the Parties agree that in the event of the death, disability or departure from employment of any of the key members of the Project Design Team, the City may, in its discretion, terminate this Agreement.

4.3.5 In the event of termination of this Agreement as provided for in this Section 4, the City shall be free and may without liability to or obstruction from Professional, enter into a new contractual relationship with any party of City’s choice, including any member of the Project Design Team, to complete the Services.

4.4 Professional shall be responsible for the professional quality, technical accuracy, and the coordination of services, furnished by the Professional under this Agreement, including the services of any subcontractor to Professional. Professional shall, without additional compensation, correct or revise any errors or deficiencies in its Services if the errors or deficiencies result from the negligence of the Professional. Professional warrants and agrees that all of the prices and terms granted by Professional therein are at least as favorable to the City as those offered by Professional to other public entities purchasing the same or similar services and/or additional services under the same material terms and conditions.

4.5 Professional has read and understands this Agreement and agrees that Professional’s written acceptance or commencement of any work or services under this Agreement shall constitute Professional’s acceptance of its terms and conditions.

4.6 Professional shall maintain all books, documents, papers, accounting records and other evidence pertaining to the cost of Services incurred and shall make such materials available at its office at all reasonable times during the Term of this Agreement, and for three (3) years from the date of final payment under the terms of this Agreement, for inspection by the City and its and their successors or assigns.

SECTION 5. COMPENSATION

As full and complete compensation for the Services performed by Professional hereunder, and subject to the terms and conditions contained in this Agreement, the City shall pay Professional as set forth below:

5.1 The Services shall be provided by Professional in two Phases as described in **Exhibit C**. Compensation shall be calculated in the manner, and in the amounts described in **Exhibit C** (the “**Contract Sum**”). Professional agrees that its compensation for the Services pursuant to this Agreement shall not exceed the Contract Sum without the City’s prior written consent, not to be unreasonably withheld.

5.2 If additional professional services not included in the Services are required (“**Additional Service**”) and Professional desires to provide the Additional Services or needs to hire outside sources for performance of the same, Professional shall so notify the City in writing with an explanation of the need for Additional Services and the qualifications of the outside source (if any). If the City agrees in writing to the Additional Services, the City shall pay or reimburse Professional for the actual cost of such Additional Services. Professional understands and agrees that any and all outside sources so hired shall be employees or contractors of Professional only and that Professional shall be responsible for such services as if performed directly by Professional. Professional warrants and indemnifies the City for and from any and all costs, fees, expenses and/or damages incurred by the City as a direct or indirect result of the Additional Services or use by Professional of outside sources.

5.3 If any portion of the Contract Sum shall become due and payable, Professional shall submit detailed invoices with all necessary supporting documentation requested by the City no later than the seventh (7th) day of each month with payment to be received no later than thirty (30) days thereafter. Amounts outstanding for more than sixty (60) days shall carry interest at the rate of eight percent (8%) per annum. Amounts disputed in good faith may be withheld by the City without the incurrance of interest.

5.4 Reimbursable expenses for the Services are included in the Contract Sum. In the event the City agrees in writing to reimburse certain expenses, such amounts will be reimbursed at actual cost and shall be supported by such reasonable supporting documentation as requested by the City.

5.5 While **Exhibit C** reflects the Services contracted for by the City hereunder, both Parties recognize that completion of certain steps may necessitate the addition of new items, the reduction of others, the rearrangement of the sequence or a combination of the foregoing. At such time that Professional or the City, anticipates that it is necessary, either may call a meeting, and discuss for presentation to, and approval by, the City, a change to **Exhibit C** (excluding the Contract Sum).

Professional shall not perform Services that constitute Additional Services outside of the scope of **Exhibit C** without the prior written approval of the City.

5.6 In the event an invoice amount is disputed, the City shall so notify Professional. If such dispute is not resolved to the Parties' satisfaction within thirty (30) days after notice of such dispute is sent by the City to Professional, the Parties shall submit such matter to dispute resolution under Rule 2 of the Indiana Rules for Alternative Dispute Resolution in accordance with Section 7.30.

SECTION 6. TERM

Subject to the termination provisions set forth in Section 7 below, this Agreement shall be in effect from the Effective Date through the date on which the Services are completed as set forth in **Exhibit C**, and for a period of two (2) years after such date, unless otherwise agreed by the Parties hereto and evidenced in a written agreement or amendment hereto. The representations, warranties, covenants, agreements and indemnification obligations of Professional contained herein shall survive the provision of Services and the completion, cancellation and/or termination of this Agreement. In the event the Parties proceed to construction of the Project through the execution of a Private Public Agreement as defined in Ind. Code 5-23 *et seq.* the Services provided pursuant to this Agreement will be incorporated into the Services provided pursuant to the Public Private Agreement.

SECTION 7. MISCELLANEOUS

7.1 City Property.

Any and all documentation generated by Professional pursuant to this Agreement shall be the City's exclusive property and shall be disclosed only to the City and its authorized representatives and to no other person without the City's prior written permission. Professional shall keep confidential all working and deliberative material pursuant to Ind. Code 5-14-3-4(b)(6). All information shall only be made public at the direction of the City. During the performance of the Services, Professional shall be responsible for any loss or damage to the documents while they are in Professional's possession and Professional shall pay the expense to reproduce them.

7.2 Termination.

The City reserves the right to terminate or suspend this Agreement for any or no reason upon notice thereof to Professional. Professional reserves the right to terminate or suspend this Agreement upon (i) thirty (30) days' notice; and (ii) completion of the current phase of the Project as provided in the Schedule. In the event of termination, Professional shall deliver to the City the documents and records described herein to be City property, including, but not limited to, all data, drawings, specifications, reports, notes or estimates completed or partially completed and any and all other documents in Professional's possession supplied by or created for the City as part of the Services, or provided by others at the City's or Professional's request. Thereafter, Professional will be paid for that portion of the Services properly and fully performed and reimbursable expenses incurred prior to termination and not in dispute. For purposes of clarification, Professional shall be paid the percentage of the lump sum estimate that the City determines in good faith to be the same percentage of Services performed pursuant

to the terms of this Agreement and not in dispute. Disputed invoice amounts shall be resolved as set forth in this Agreement.

7.3 Default.

In the event Professional: (a) repudiates or breaches any of the terms of this Agreement, including Professional's warranties; (b) fails to perform Services as specified by the City; (c) fails to make progress so as to endanger timely and proper completion of Services and does not correct such failure or breach within five business (5) days (or such shorter period of time as is commercially reasonable under the circumstances) after receipt of written notice from the City specifying such failure or breach; or (d) becomes insolvent, files, or has filed against it, a petition in bankruptcy, for receivership or other insolvency proceeding and does not remove the same within 30 days, makes a general assignment for the benefit of creditors or, if Professional is a partnership or corporation, dissolves, each such event constituting a Default hereunder, the City shall have the right to (1) terminate immediately upon delivery of written notice all, or any part, of this Agreement, without further liability to the City; (2) perform or obtain, upon such terms and in such manner as it deems appropriate in its sole discretion, the Services which were to be provided by Professional from other sources; and/or (3) exercise any other right or remedy available to the City at law or in equity.

7.4 Setoff.

In addition to any right of setoff provided by law, all amounts due Professional shall be considered net of indebtedness of Professional to the City; and the City may deduct any amounts due or to become due from Professional to the City from any sums due or to become due from the City to Professional.

7.5 Delays and Extensions.

Professional agrees that no charges or claim for damages shall be made by it for any delays from any cause whatsoever, including any delay beyond the City's reasonable control during the progress of any portion of the Services. Such delay, if any, shall not be compensated by damages for delay and shall be compensated for only by an extension of time to perform the Services for such period as may be reasonably determined by the City. It being understood, however, that the permitting of the Professional to proceed to complete any of the Services, shall in no way operate as a waiver on the part of the City of any of its rights herein. Notwithstanding the foregoing, an exercise of the City's termination rights shall not be considered a delay for purposes of this section.

7.6 Force Majeure.

Any delay or failure of either Party to perform its obligations hereunder shall be excused if, and to the extent, it is caused by an event or occurrence beyond the reasonable control of the Party and without its fault or negligence, such as, by way of example and not by way of limitation, acts of God, actions by any governmental authority (whether valid or invalid), government regulations, orders or controls (including, but not limited to, shelter-in-place orders, construction moratoriums, quarantine, epidemic or pandemic orders), court injunction, fires, floods, windstorms, explosions, riots, natural disasters, wars, or sabotage; provided that notice of such delay (including the anticipated duration of the delay) shall be

given by the affected Party to the other Party within five (5) business days after discovery of the cause of such delay. During any such period of delay or failure to perform by Professional, the City, in its sole option, may purchase some or all of the same or similar Services and or additional services from other sources and reduce the Services required of Professional hereunder by such degree, without liability to Professional or the City, or have Professional provide some or all of the Services and/or additional services from other sources at times requested by the City and for the fee or prices set forth in this Agreement.

7.7 Liens.

Professional shall not cause or permit the filing of any lien on any of the City's property or the Project Site. In the event such a lien is filed of record related to Professional's or Professional's subcontractor's Services, and Professional fails to remove it within ten (10) days after the date of filing thereof, by payment or bonding, the City shall have the right to pay such lien or obtain such bond, all at Professional's sole cost and expense. Professional shall indemnify and hold harmless the City from and against any and all liabilities, losses, claims, costs, attorney fees, expenses and/or damages incurred by the City in connection with any such lien or the removal thereof.

7.8 Indemnification.

Professional shall indemnify and hold harmless the City and its officers, employees and agents from and against damages, losses, and judgments arising from claims by third parties, including reasonable attorney fees and expenses recoverable under applicable law, but only to the extent they are caused by any negligent act or omission or willful misconduct of Professional, any of its employees, consultants, or anyone else for whom Professional is liable, in the performance of the Services, regardless of whether or not such claims, damages, costs or expense is caused in part by a party indemnified hereunder. Professional shall be responsible for keeping the City advised as to the status of any claims made for damages against the Professional resulting from work performed under this Agreement.

7.9 Binding Effect.

The City and Professional and their respective officers, agents, partners, successors, executors, administrators, assigns and legal representatives are bound to the other Party to this Agreement, and to the officers, agents, partners, successors, executors, administrators, assigns and legal representative of such other Party in all respects as to all covenants, agreements and obligations of this Agreement not illegal nor otherwise unenforceable in law or equity.

7.10 No Third-Party Beneficiaries.

Except as provided herein, nothing contained herein shall be construed to give any rights or benefits hereunder to anyone other than the City or Professional.

7.11 Relationship.

The relationship of the Parties hereto shall be as provided for in this Agreement, and Professional shall in no fashion be deemed to be an employee of or joint venture with the City. In this regard, Professional and all of its employees, contractors, outside sources, subcontractors and other persons shall not be employees of the City. Furthermore, Professional shall have all responsibility to pay to or for its employees, contractors, outside sources, subcontractors and other persons, all statutory and contractual benefits and obligations and any other benefits and/or obligations as due and at its discretion. The City shall not be responsible for any of the foregoing, but rather the compensation to be paid hereunder by the City to Professional shall be the full compensation and monies required of the City to be paid to Professional for Services fully and properly performed. Professional hereby indemnifies the City for and from any and all costs, fees, expenses and/or damages incurred by the City as a direct or indirect result of any statutory, contractual or other claim for wages, benefits or otherwise by any employee, outside source, contractor, subcontractor or other person claiming by or through Professional regarding or related to the subject matter of this Agreement.

7.12 Insurance.

Professional shall procure and maintain with an insurer licensed to do business in Indiana and reasonably acceptable to the City, Professional Liability Insurance and such other insurance as is necessary for the protection of the City and Professional from claims for damages or otherwise under workers' compensation, occupational disease and/or unemployment compensation acts, because of negligence, errors and omissions, because of injury to or destruction of property, including, but not limited to, personal injury, sickness, disease or death of any and all of Professional's employees, agents, contractors, subcontractors or outside sources, and/or because of injury to or destruction of property, but not limited to any loss of use resulting therefrom. The coverage amounts shall be no less than those amounts set forth on **Exhibit D** attached hereto and incorporated herein by this reference. Nothing contained herein shall operate or be construed as limiting the amount of liability of Professional to the above-enumerated amounts. Within five (5) business days of the execution of this Agreement, Professional shall submit to the City for review and approval an ACORD Certificate of Insurance indicating the above required coverages and naming the City and its officers, employees and agents as additional insureds on all policies except workers' compensation and professional liability insurance. Upon receipt, the Certificate of Insurance shall be attached hereto as **Exhibit E**. Such insurance shall be carried with financially responsible insurance companies reasonably acceptable to the City and be satisfactory in form and coverage to the City. Such coverages shall be kept in force for a period of two (2) years after the completion of Services for the Project, and professional liability shall be kept in force for three (3) years after completion of the Services. The certificate evidencing insurance coverage shall provide that the City will be given thirty (30) days prior written notice in the event of cancellation, non-renewal or reduction in limits in the policies. The Additional Insured coverage shall be primary and non-contributory to any of the Additional Insureds insurance policies. The additional insured coverage shall apply both to ongoing operations and completed operations.

7.13 Government Compliance.

Professional agrees to use professional care to comply with all applicable state, local and federal rules, regulations, guidelines, orders, recognized standards and judicial decrees (the "Laws") which may be applicable to Professional's performance of its obligations under this Agreement, and all provisions

required thereby are hereby incorporated herein by reference. To the extent allowed under IC 26-2-5-4, Professional agrees to indemnify and hold harmless the City from any and all losses, damages, costs, attorney fees and/or liabilities resulting from any violation of Laws.

7.14 Discrimination Prohibition.

Professional represents and warrants that it and any of its employees, agents, contractors, subcontractors and outside sources shall comply with all existing laws of the United States, and the State of Indiana and the local jurisdiction where the Services are rendered prohibiting discrimination against any employee or applicant for employment in the subcontracting of work and/or in the performance of any Services contemplated by this Agreement with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, subcontracting or work performance hereunder because of race, religion, color, sex, handicap, national origin, ancestry, age, disabled veteran status or Vietnam era veteran status. The City reserves its right to exercise all remedies provided in IC 5-16-6-1 for any person so discriminated against. Breach of this provision shall constitute a material breach of this Agreement.

7.15 Severability.

If any provision or portion of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, that provision or portion thereof shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provision shall continue in full force and effect.

7.16 Notice.

Any notice, invoice, order or other correspondence required to be sent under this Agreement shall be in writing and either hand-delivered or sent by first-class U.S. mail, postage prepaid, addressed to the Parties at the following addresses:

CITY:

City of Greenfield
c/o City Engineer
10 S. State Street
Greenfield, IN 46140

WITH A COPY TO:

Gregg Morelock
Brand & Morelock
6 W. South Street
Greenfield, IN 46140

PROFESSIONAL:

TRG Construction, LLC
ATTN: Tyler W. Ridge II
3225 S. Hoyt Ave.
Muncie, IN 47302

WITH A COPY TO:

Ted Nolting
Kroger Gardis & Regas, LLP
111 Monument Circle, Suite 900
Indianapolis, IN 46204

Notwithstanding the above, the Parties may electronically provide to the other Party any notices required or permitted by this Agreement, provided that such notice shall also then be sent as required by this section within three (3) business days from the date of such electronic notice.

7.17 Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana. The Parties further agree that, in the event a lawsuit is filed hereunder, they waive any rights to a jury trial they may have, agree to file any such lawsuit in an appropriate court in Hancock County, Indiana, only, and agree that such court is the appropriate venue for and has jurisdiction over this Agreement.

7.18 Waiver.

Any delay or inaction on the part of either Party in exercising or pursuing its rights and/or remedies provided hereunder or by law shall not operate to waive any such rights or remedies nor in any way affect the rights of such Party to require such performance at any time thereafter.

7.19 Exhibits.

All exhibits and/or appendices referenced herein, whether marked Exhibit, Appendix, or by some other title, shall be considered a part of this Agreement as though fully set forth herein.

7.20 Assignment.

Professional shall not assign or pledge this Agreement whether as collateral for a loan or otherwise and shall not delegate its obligations under this Agreement without the City's express prior written consent. The City may not assign or pledge this Agreement without the City's express prior written consent, provided that the City may assign this Agreement to any Trustee serving as trustee for any bonds issued by the City to finance the Project in the event such assignment is required as part of the financing of the Project.

7.21 Entire Agreement.

This Agreement contains the entire agreement of and between the Parties hereto with respect to the subject matter hereof, and no prior written or oral agreement, understanding or representation pertaining to such subject matter shall be effective for any purpose. No provision of this Agreement may be amended, added to or subtracted from except by an agreement in writing signed by all Parties hereto or their respective successors in interest. To the extent that any provision contained in this Agreement conflicts with any provision contained in any exhibit attached hereto, the provision contained in this Agreement shall prevail. Any conflict between this Agreement and the exhibits and attachments hereto shall be resolved in favor of the terms of this Agreement.

7.22 Representation and Warranties.

The Parties represent and warrant that they are authorized to enter into this Agreement and that each person or entity executing this Agreement has the authority to bind such Party or the Party which they represent, as the case may be.

7.23 Advice of Counsel.

The Parties warrant that they have read this Agreement and understand it, are fully aware of their respective rights, have had the opportunity for the advice and assistance of an attorney throughout the negotiation of this Agreement, and enter into this Agreement freely, voluntarily and without any duress, undue influence, coercion or promise of benefit, except as expressly set forth herein.

7.24 Headings.

All headings and sections of this Agreement are inserted for convenience only and do not form part of this Agreement nor limit, expand or otherwise alter the meaning of any provision hereof.

7.25 Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement.

7.26 Attorney Fees.

In the event that either Party shall bring an action or legal proceeding for the alleged breach of any provision of this Agreement or any representation, warranty, covenant or agreement herein set forth, or to enforce, protect, determine or establish any term, covenant or provision of this Agreement or the rights hereunder of either Party, the prevailing Party shall be entitled to recover from the non-prevailing Party, as a part of such action or proceeding, or in a separate action brought for that purpose, reasonable attorney's fees and costs, expert witness fees and court costs as may be fixed by the court or jury.

7.27 Notification of Errors.

Professional and the City shall each provide prompt written notice to the other if they become aware at any time of any material fault or defect in the Project or defect in Professional's work, including any errors, omissions or inconsistencies in, or non-conformance with, any construction documents for the Project, any of the Services delivered pursuant to this Agreement, any of the services or information provided by or to the City or any other materially adverse information relating to the Project.

7.28 Causes of Action.

Causes of action between the Parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations will commence to run either on the date of substantial completion of the Project (for acts or failures to act occurring prior to substantial

completion), or, in the event of an act or failure to act occurring after the date of substantial completion, the date the act or failure becomes known or reasonably should have been known.

7.29 Confidentiality.

Professional shall treat all information relating to occurrences at the Project Site (including without limitation events, discoveries and communications) and all information supplied to Professional by the City as confidential, proprietary information owned by the City. Professional shall not itself release or permit persons or entities under its control to release such information to third parties or to private or public agencies or make or permit persons or entities under its control to make public announcements or publicity releases relating to such information without the City's prior written consent. A violation of the provisions of this section shall constitute a material breach of this Agreement.

7.30 Dispute Resolution.

If the Parties have a dispute regarding the application or interpretation of any provision of this Agreement or the breach thereof, the Professional shall, within thirty (30) days after such dispute arises, submit its claim, in writing, to the other Party attaching all supporting documentation. Should the receiving Party request additional documentation or information, the other Party shall provide such documentation and/or information promptly. Within thirty (30) days after receiving a written claim and all requested documentation and information, the other Party shall respond with its position and proposed resolution of the dispute. If the other Party rejects the proposed resolution, the Parties agree to endeavor to settle the dispute in an amicable manner by mediation under Rule 2 of the Indiana Rules for Alternate Dispute Resolution, with a mediator selected by agreement of the Parties. The Parties shall share equally in the costs of mediation. If such dispute has not been resolved within 45 days, either Party may submit such matter to the Circuit or Superior Court of Hancock County, Indiana for resolution. As a condition precedent to Professional initiating any court proceeding, Professional must first comply fully with the provisions set forth in this section. Either Party may file for injunctive relief or specific performance without following the provisions of this section in order to avoid eminent harm or damage.

7.31 Time.

Time is of the essence of this Agreement. Professional covenants to perform all of its obligations in a prompt and workmanlike manner and in accordance with the time periods set forth in this Agreement or as reasonably directed by the City.

7.32 Compliance.

Professional acknowledges that the City is a political subdivision of the State of Indiana and is required to include certain compliance provisions in its contracts under Indiana law. Consequently, Professional shall comply with all state, federal, and municipal laws, regulations, and standards applicable to its activities pursuant to this Agreement including, but not limited to, the requirements imposed by Ind. Code §22-9-1-10 (non-discrimination) as set forth in Section 7.14 above, the provisions of Ind. Code §5-22-16.5 (disqualification for dealings with Government of Iran), and the provisions of Indiana Code § 5-

22-5-1.7 (requiring E-verify for new employees and prohibiting employment of unauthorized aliens). Each of the foregoing provisions are incorporated herein as if set forth in full and Professional hereby certifies that it is in compliance with each such provision and shall remain in compliance therewith throughout the term of this Agreement. By its signature below, Professional certifies under the penalties of perjury that: (i) it does not knowingly employ any unauthorized alien; (ii) it is enrolled in and verifies the work eligibility status of all its newly hired employees through the E-Verify program as defined in Ind. Code §22-5-1.7-3; (iii) it shall not knowingly employ or contract with an unauthorized alien nor retain an employee or contract with a person that Professional subsequently learns is an unauthorized alien; (iv) it shall require its subcontractors who perform work under this Agreement to certify to Professional that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled in and is participating in the E-Verify program; and (v) Professional shall maintain the foregoing certifications for three (3) years following the completion or termination of this Agreement.

[signature page to follow]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date appearing below.

CITY OF GREENFIELD, INDIANA

TRG CONSTRUCTION, LLC

By: _____
Guy Titus, Mayor

By: _____
Tyler W. Ridge II

Date: _____

Date: _____

COMMON COUNCIL OF THE CITY OF GREENFIELD, INDIANA

Voting Affirmative:

Voting Opposed:

John Jester

John Jester

Amy Kirkpatrick

Amy Kirkpatrick

Jeff Lowder

Jeff Lowder

Thomas Moore

Thomas Moore

Joyce Plisinski

Joyce Plisinski

Dan Riley

Dan Riley

Anthony Scott

Anthony Scott

ATTEST: _____
Lori Elmore, Clerk-Treasurer

Date: _____

EXHIBIT A

The Project

The design and construction of an approximate 123,690 square foot structured parking garage, consisting of 350 parking spaces to be constructed on or near 101 W South Street, Greenfield, IN 46140.

EXHIBIT B

The Project Site

(1) That portion of 101 W South Street, Greenfield, Indiana 46140, parcel identification number 30-11-05-102-053.000-009 retained by the City; and (2) that that portion of 121 S Pennsylvania Street, Greenfield, Indiana, parcel 30-11-05-103-008.000-009, as depicted on the draft Secondary Plat attached hereto.

GREENFIELD PARKING GARAGE

SECONDARY PLAT

PART OF SECTION 5 OF TOWNSHIP 15 NORTH, RANGE 7 EAST IN CENTER
TOWNSHIP, HANCOCK COUNTY, GREENFIELD, INDIANA

LOCATION MAP

(NOT TO SCALE)



PROJECT LOCATION

LAND DESCRIPTION

LAND DESCRIPTION

A part of Lot 107 and all of Lots 108 and 109 of Block No. 20 in Wingfield's Reserve of Original Plat of the Town, now City of Greenfield, Indiana, recorded in Plat Book 1, Page 1 and part of Lots 3, 4, and 5 of Block No. 1 of Pierson's Addition to the City of Greenfield, Indiana, recorded in Plat Book A, Page 8, being a portion of the tract of land granted to the City of Greenfield ("City Tract"), recorded as Instrument Number 9804986, also being a portion of Tract I (said Lots 3-5) and Tract II granted to 121 S Penn, LLC ("Penn Tract"), recorded as Instrument Number 202404109, and a part of the 16.00-foot-wide east/west vacated alley ("Vacated Alley") located between West South Street and Pennsy Trail (formerly Rail Road Street), the northern 8.00 feet of the alley were platted per said Wingfield's Reserve and the southern 8.00 feet of the alley were platted per said Pierson's Addition, vacated per Instrument Number 202510593, all in the Office of the Recorder of Hancock County, Indiana, more particularly described as follows:

BEGINNING at the northeastern corner of said Lot 109, being the intersection of the southern right-of-way line of West South Street and the western right-of-way line of a 16.50-foot-wide north/south platted alley between South Pennsylvania Street and South State Street, also being the northeastern corner of said City Tract; thence South 03 degrees 19 minutes 14 seconds East (Basis of Bearings: Indiana State Plane, East Zone, NAD 83) 191.18 feet along said western right-of-way line coincident with the eastern line of said Lot 109 and said City Tract, the eastern line of said Vacated Alley, and part of the eastern line of said Lot 3; thence South 86 degrees 31 minutes 14 seconds West 225.66 feet passing through said Lots 3, 4, and 5, and into Tract II of said Penn Tract; thence North 03 degrees 28 minutes 46 seconds West 191.22 feet passing through said Tract II, said Vacated Alley, and said Lot 107 to the northern line thereof; thence North 86 degrees 31 minutes 51 seconds East 226.19 feet along the northern lines of said Lots 107, 108, and 109 also being the northern line of said City Tract to the POINT OF BEGINNING, containing 43,197.8 square feet (0.992 acres), more or less.

OWNER'S CERTIFICATION & DEED OF DEDICATION

THE UNDERSIGNED THE RIDGE GROUP, OWNER OF THE REAL ESTATE SHOWN HEREIN AND RECORDED IN THE OFFICE OF THE RECORDER OF HANCOCK COUNTY, INDIANA AS INSTRUMENT NO. _____, DO HEREBY CERTIFY THAT WE HAVE LAID OFF, PLATTED, AND SUBDIVIDED AND DO HEREBY LAY OFF, PLAT, AND SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THE WITHIN PLAT.

THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS GREENFIELD PARKING GARAGE.

ALL RIGHTS OF WAYS SHOWN AND NOT HEREFOR DEDICATED, ARE HEREBY DEDICATED TO THE PUBLIC.

IN TESTIMONY WHEREOF, WITNESS THE SIGNATURES OF OWNER AND DECLARANT.

THE OFFICIAL ZONING REGULATIONS NOW IN EFFECT, ALONG WITH ANY VARIANCE AND MODIFICATIONS FROM THE STANDARDS APPROVED FOR THIS SUBDIVISION, SHALL BE OBSERVED.

THERE IS HEREBY CREATED AN EASEMENT WITHIN ALL AREAS DESIGNATED HEREIN AS "DRAINAGE AND UTILITY EASEMENT" FOR THE INSTALLATION AND MAINTENANCE OF ALL UTILITIES, INCLUDING WITHOUT LIMITATIONS, ELECTRICITY, TELEPHONE SERVICES, WATER, AND SEWER DISTRIBUTION AND COLLECTION SERVICE AND ANY OTHER UTILITIES OF SERVICES THAT MAY, IN THE FUTURE, BE ENGAGED OR CAUSED TO BE INSTALLED BY THE DEVELOPER, ITS SUCCESSORS OR ASSIGNS, AND/OR THE OWNERS OF THE PROPERTY WITHIN THE SUBDIVISION; SUCH EASEMENT BEING IN FAVOR OF THE UTILITY OR SERVICE COMPANIES DULY AUTHORIZED TO DO BUSINESS WITHIN AND FRANCHISED FOR, THE SUBJECT AREA.

NO PERMANENT BUILDINGS, FENCES, SHEDS, MINI-BARN OR TREES SHALL BE PLACED IN SAID AREAS DESIGNATED AS "DRAINAGE AND UTILITY EASEMENT".

FRONT YARD BUILDING SETBACK LINES ARE HEREBY ESTABLISHED AS SHOWN ON THE PLAT, BETWEEN WHICH LINES AND THE PROPERTY LINE OF THE STREET, THERE SHALL BE ERECTED OR MAINTAINED NO BUILDING OR STRUCTURE.

THIS ____ DAY OF _____, 20__.

OWNER
THE RIDGE GROUP

STATE OF INDIANA)
COUNTY OF HANCOCK) SS

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED, DULY AUTHORIZED SIGNATORS FOR WHO ACKNOWLEDGED THE EXECUTION OF THIS INSTRUMENT AS HIS OR HER VOLUNTARY ACT AND DEED AND AFFIX HIS OR HER SIGNATURE THERETO.

WITNESS MY SIGNATURE AND SEAL THIS ____ DAY OF _____, 20__.

NOTARY PUBLIC

PRINTED NAME

COUNTY OF RESIDENCE: _____
MY COMMISSION EXPIRES: _____

BOARD OF WORKS AND PUBLIC SAFETY

THIS PLAT WAS GIVEN APPROVAL BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF GREENFIELD,

INDIANA, AT A MEETING HELD ON _____ DAY OF _____, 20__.

CHAIRMAN

CLERK TREASURER

COMMISSION CERTIFICATE FOR SECONDARY APPROVAL

UNDER AUTHORITY PROVIDED BY THE INDIANA ADVISORY PLANNING LAW, IC 36-7-4, ENACTED BY THE GENERAL ASSEMBLY OF THE STATE, AND ALL ACTS AMENDATORY THERETO, AND AN ORDINANCE ADOPTED BY THE CITY COUNCIL, THIS PLAT WAS GIVEN SECONDARY APPROVAL BY THE CITY PLAN COMMISSION AS FOLLOWS:

APPROVED BY THE GREENFIELD CITY PLAN COMMISSION AT A MEETING HELD _____, 20__.

GREENFIELD CITY PLAN COMMISSION

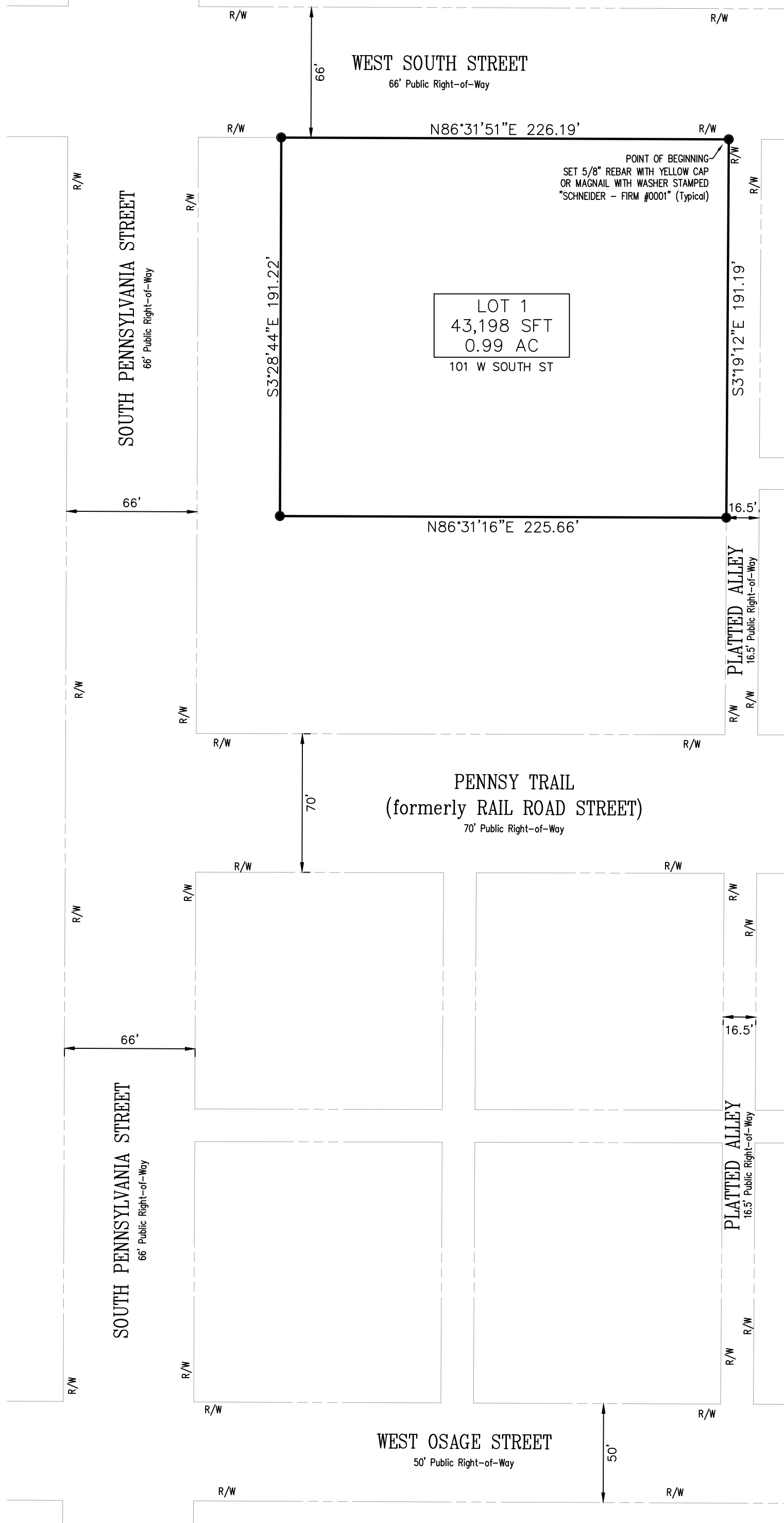
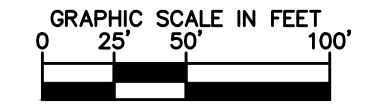
PRESIDENT

OWNER:
THE CITY OF GREENFIELD
10 SOUTH STATE STREET
GREENFIELD, IN 46140

ZONING:
DT (DOWNTOWN)

LAND SURVEYOR:
SCHNEIDER GEOMATICS
8901 OTIS AVENUE
INDIANAPOLIS, IN 46216

JOSEE MOSSON-BAUM, PS
(317) 826-7101



Kimley-Horn
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100 EAST 18TH STREET, SUITE 300,
INDIANAPOLIS, IN 46204
PHONE: 317-218-9560
WWW.KIMLEY-HORN.COM

SCALE: AS NOTED
DESIGNED BY: PJS
DRAWN BY: JLC
CHECKED BY: JMB



SECONDARY PLAT

GREENFIELD
PARKING GARAGE

ORIGINAL ISSUE:
11/18/2025
KHA PROJECT NO.
170373003
SHEET NUMBER

Drawing name: c:\Users\jenifer.cahillene\AppData\Local\Microsoft\Windows\ContentDelivery\Content\Outlook\MSOutlook\Content\Outlook\Outlook - edited_18x24_ (002).dwg 1 of 1 Nov 18, 2025 1:10pm by: Jennifer Cahillene
 This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

EXHIBIT C

Scope of Services and Fees

The Scoping Agreement involves three phases, progressing from the preliminary design through schematic design and design development and construction drawings, creating plans that are sufficient for TRG to generate a Guaranteed Maximum Price (GMP) for the Project. The services under these phases include:

Schematic Design Phase

1. Based on the City's approval of the preliminary design, TRG will provide Schematic Design Documents for the City's approval. The Schematic Design Documents will consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections, and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials will be noted on the drawings or described in writing.
2. TRG will consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the City's program, schedule and preliminary budget.
3. TRG will consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the City's program, schedule, and budget.
4. TRG will develop outline specifications.
5. TRG will review the plans with building users, and agencies having jurisdiction over the Project.
6. At the conclusion of the Schematic Design Phase, TRG will make appropriate recommendations to the City to adjust the Project's size, quality or budget, and request the City's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the City's budget at the conclusion of the Schematic Design Phase, TRG will incorporate the required revisions in the Design Development Phase.

Design Development Phase

1. Based on the City's approval of the Schematic Design Documents, and on the City's authorization of any adjustments in the Project requirements, TRG will prepare Design Development Documents for the City's approval. The Design Development Documents will illustrate and describe the development of the approved Schematic Design Documents and will consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size

and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents will also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

2. Prior to the conclusion of the Design Development Phase, TRG will submit the Design Development Documents to the City.

Construction Documents Phase

1. Based on the City's approval of the Design Development Documents, and upon the City's authorization of any further adjustments in the Project requirements, TRG will prepare Construction Documents for the City's approval. The Construction Documents will illustrate and describe the further development of the approved Design Development Documents and will consist of drawings and specifications setting forth in detail the requirements for construction of the Project, including architectural, structural, mechanical, electrical, plumbing, and other applicable systems, materials, finishes, and equipment.
2. TRG will coordinate the Construction Documents with the work of consultants and incorporate their information into a fully integrated set of documents suitable for bidding, permitting, and construction.
3. Prior to the conclusion of the Construction Documents Phase, TRG will submit the Construction Documents to the City for final review and approval
4. The GMP will be produced based on Construction Document deliverables.
5. Upon delivery of the GMP, the City will determine whether to proceed with construction of the Project. If the City chooses to proceed with construction, TRG will agree to wrap the fee for the Phases into the BOT agreement, to be paid at financial closing. If the City decides not to proceed with construction, our fees will be due and payable at the conclusion of Construction Document Phase.

COMPENSATION

TRG's proposed compensation for the Scoping Agreement is a total of **\$238,250** distributed at the completion of Construction Document Phase. Fees shall be wrapped into the BOT Agreement if the Project proceeds to construction.

EXHIBIT “D”

Required Insurance Coverage

Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars (\$1,000,000) each occurrence, Two Million Dollars (\$2,000,000) general aggregate.

Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One Million Dollars (\$1,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

Workers' Compensation at statutory limits.

EXHIBIT E

Certificates of Insurance

[To be Attached]