



**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN  
THE ETICA GROUP, INC. AND THE CITY OF GREENFIELD, IN**

This Agreement made and entered into this 26<sup>th</sup> day of February, 2026, by and between ETICA Group, Inc. hereafter referred to as "ETICA", and The City of Greenfield, IN, hereinafter referred to as "CLIENT"; WITNESSETH THAT:

WHEREAS, CLIENT wishes to retain ETICA to perform work in accordance with the Scope of Services attached hereto as Exhibit A;

And WHEREAS, ETICA desires to perform said professional services for CLIENT;

And WHEREAS ETICA is an independent contractor and is not an employee of, partner of, or joint-venturer with CLIENT;

And WHEREAS ETICA and CLIENT intend for ETICA to provide the services described in Exhibit A lump-sum fee as to the total cost of services to be provided by ETICA;

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter stipulated to be kept and performed, the parties hereto agree as follows:

**ARTICLE 1  
DEFINITIONS**

Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

**1.1 PROJECT or PROJECTS.** The total undertaking to be accomplished for CLIENT by ETICA, other engineers, contractors, and professionals, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by ETICA under this Agreement are a part.

**1.2 AGREEMENT.** This written contract for professional services between ETICA and CLIENT, including any and all of its attachments, exhibits, amendments, or addenda, and any other agreements or other documents that are incorporated herein by reference or otherwise.

**1.3 EFFECTIVE DATE.** The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

**1.4 BASIC SERVICES.** The services to be performed for or furnished to CLIENT by ETICA as set out in Exhibit A, Proposal Letter dated February 4, 2026.

**1.5 ADDITIONAL SERVICES.** Any services beyond Basic Services as described in Exhibit A, Proposal Letter dated February 4, 2026, as mutually agreed to in writing between ETICA and CLIENT. See also "Services".

**1.6 SERVICES.** Use of the term Services refers to all services to be provided by ETICA, including both Basic Services and Additional Services.

**1.7 DOCUMENTS.** Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic media format, provided or furnished by Subconsultant to ETICA pursuant to this Agreement.

**1.8 DRAWINGS.** Any Documents that graphically depicts the scope, extent, and character of the Work to be performed by ETICA.

**1.9 CONTRACTOR.** An individual or entity (other than ETICA, its employees, officers, or directors) with which CLIENT enters a Contract to perform or support activities relating to the Project, including but not limited to subcontractors and suppliers and the employees, agents, and representatives of any or all of them.

**1.10 APPLICABLE LAWS AND REGULATIONS/LAWS OR REGULATIONS.** Applicable Laws and Regulations/Laws or Regulations, as used herein, shall mean the law of the State of Indiana as well as applicable regulations, statutes, codes and licenses promulgated or issued by any board, commission or agency having authority and jurisdiction over this Agreement.

## **ARTICLE 2 SCOPE OF SERVICES**

**2.1** ETICA shall provide, or cause to be provided, ETICA's Services as set forth herein and in Exhibit A, Proposal Letter dated February 4, 2026.

**2.2** ETICA shall communicate with CLIENT, and other consultants, contractors, subcontractors, and suppliers identified by CLIENT as parties working on the Project and as directed by CLIENT.

## **ARTICLE 3 SCHEDULE FOR RENDERING SERVICES**

**3.1** ETICA is authorized to begin rendering services as of the Effective Date.

**3.2** ETICA shall complete its obligations within a reasonable time and shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Project. Any specific periods of time for rendering services or specific dates by which services are to be completed that are provided in Exhibit A, Proposal Letter dated February 4, 2026, are hereby agreed to be reasonable.

## **ARTICLE 4 COMPENSATION, PAYMENT, and INVOICES**

**4.1** As compensation for satisfactory performance of the work contemplated by this Agreement, and as full and complete compensation therefore, CLIENT will pay ETICA in accordance with the accepted hourly rates attached hereto as Exhibit B.

**4.2** Preparation and Submittal of Invoices. ETICA shall prepare and deliver monthly invoices for services performed to CLIENT in accordance with ETICA's standard invoicing practices unless CLIENT requires a different invoicing procedure, in which case ETICA shall prepare invoices in accordance with the standards established by CLIENT. The total of all invoices from ETICA to CLIENT, for work performed according to this Agreement shall not exceed: \$22,500.00 (the "Total Fee"). The Total Fee includes certain costs for printing and mileage to and from the project location for project-related meetings, up to (8) total visit to the site, additional costs will be billed to CLIENT by ETICA in addition to the Total Fee based on the current rates displayed on the attached Exhibit B and current allowable federal mileage rates. Further, the Total Fee presumes that there are no changes to the scope of work. Any deviations from the Scope of Work attached hereto as Exhibit A may result in additional fees. Any such deviations from the Scope of Work must be approved in advance by CLIENT.

**4.3** Time for CLIENT's Payment of Invoices. Invoices are due and payable within thirty calendar days of the date upon which CLIENT receives each invoice.

**4.4** Application to Interest and Principal. Payment will be credited first to any interest owed to ETICA, and then to principal.

**4.5** Failure to Pay. If CLIENT fails to make any payment due ETICA for Services and expenses within the time required in Section 4.2, *supra*, then:

**4.5.1** Amounts due ETICA will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from the date on which payment is due; and

**4.5.2** ETICA may, after giving 14 calendar days' written notice to CLIENT, suspend Services under this Agreement until CLIENT has paid in full all amounts due for Services, expenses, and other related charges. CLIENT waives any and all claims against ETICA for any such suspension of services that occurs as a result of non-payment.

**4.6** Disputed Invoices. If CLIENT disputes an invoice, either as to amount or entitlement, then CLIENT shall, within 15 days, advise ETICA of the specific basis for doing so, may withhold the portion so disputed from payment without accrual of interest or other penalty, and must pay the undisputed portion subject to the terms of Section 4.1.

## **ARTICLE 5 INSURANCE and INDEMNIFICATION**

**5.1** Indemnification.

**5.1.1** Indemnification by ETICA. To the extent permitted by law, **and up to the limits of any Exclusivity of Remedies provision which may be contained herein**, ETICA shall indemnify CLIENT and CLIENT's officers, directors, and employees for costs, losses, judgments, damages and expenses (including reasonable attorneys' fees) to the extent caused by the negligent acts, errors, and omissions of ETICA in the performance of its professional Services hereunder, whether performed by ETICA and/or its subconsultants or other agents.

**5.1.2 Indemnification by CLIENT.** CLIENT shall indemnify and hold harmless ETICA and its officers, directors, and employees to the extent such is required by law **and to the extent of any Exclusivity of Remedies provision which may be contained herein.**

**5.2 Insurance.** ETICA shall carry the following types and minimum limits of liability insurance:

TYPE OF COVERAGE	LIMITS
I. Commercial General Liability	
(a) Each Occurrence:	\$1,000,000
(b) General Aggregate:	\$2,000,000
II. Automobile Liability (Combined Single Limit BI/PD)	
(a) Each Accident:	\$1,000,000
(b) Aggregate:	\$2,000,000
III. Workers' Compensation:	Statutory (but no less than \$1,000,000)
IV. Employers' Liability	
(a) Each Accident:	\$1,000,000
(b) Disease, Each Employee:	\$1,000,000
(c) Disease, Policy Limit:	\$1,000,000
V. Professional Liability	
(a) Each Claim:	\$2,000,000
(b) Annual Aggregate:	\$2,000,000

ETICA shall cause CLIENT to be named an Additional Insured ("Additional Insureds") on ETICA's Commercial General Liability and Automobile Liability policies of insurance, and shall supply to CLIENT either (1) separate written endorsements amending ETICA's said policies of insurance to that effect, or (2) any and all policy language or endorsement(s) which provide automatic or "blanket" additional insured coverage to anyone who ETICA must, by contract, name as an additional insured.

ETICA shall maintain in full force and effect for a period of four (4) years following either the completion of ETICA's Services hereunder or the termination of this Agreement, whichever occurs later, the foregoing types and minimum limits of insurance.

## **ARTICLE 6 GENERAL CONSIDERATIONS**

**6.1 Standard of Care.** ETICA shall endeavor to perform Basic Services in conformance with the generally accepted care and skill exercised by professional ETICAs practicing under similar circumstances at the same time and in the same locality.

**6.2** Technical Accuracy. ETICA shall not be responsible for discovering deficiencies in the technical accuracy of any information provided to ETICA by CLIENT or any other consultants, contractors, or agents hired by CLIENT to work on the Project.

**6.3** Subconsultants. ETICA is permitted to retain and use subconsultants, provided that any such subconsultants agree to be bound by the same terms and conditions that appear in this document. Subconsultants are not anticipated for this project.

**6.4** Reliance on Others. Subject to the Standard of Care set forth in Paragraph 6.1, supra, ETICA and its subconsultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, CLIENT and its contractors, specialty contractors, manufacturers, suppliers, and the publishers of technical standards. A list of information provided by the CLIENT is identified in Exhibit A.

**6.5** Hidden Conditions. Client acknowledges that there may be hidden conditions that are concealed by existing finishes or not susceptible to reasonable visual observation. If such a hidden condition requires a change in the design or construction work, the costs of such a change are solely Client's, and ETICA shall have no responsibility for any resulting costs or damages. If ETICA'S services include the design of repairs based on a review of existing conditions of the building, Client acknowledges that ETICA is working from imperfect information and does not warrant that ETICA will have seen and designed repairs for every defective condition.

**6.6** Submittals. If submittal services are performed, ETICA shall review and approve or take other appropriate action upon contractor submittals such as shop drawings only for the limited purpose of checking for conformance with information given and the design concept, but not for determining accuracy or completeness of other details such as dimensions or quantities or for substantiating instructions for installation or performance of equipment or systems or coordinating any construction, only if they fall within ETICA's scope of work. DHA's review shall not be for the purpose of approving any safety precautions or temporary arrangements, and ETICA may review without approving submittals outside the scope described herein. If ETICA requires a contractor to retain a design professional to submit stamped and sealed calculations, certifications or other instruments of professional service, ETICA shall be entitled to rely upon the adequacy, accuracy and completeness of such stamped and sealed certifications, services or approvals.

**6.7** Construction Administration. ETICA shall have responsibility for the construction administration services as described in Exhibit A. ETICA is not authorized to stop construction work or take any other action relating to job-site safety, which is solely the Contractor's right and responsibility. ETICA shall review the Contractor's Application for Payment, such review shall be made to the best of ETICA's knowledge, information, and belief based on ETICA's observation of the construction work, and ETICA shall be entitled to rely on documentation submitted by the Contractor(s) or others which is not inconsistent with ETICA's own observations.

**6.8** Construction Observation. ETICA shall not have control or charge or and shall not be responsible for construction means, methods, techniques, sequence of procedures, or for safety precautions and programs in connection with the construction work, for any defects, deficiencies or other acts or omissions of the contractor, subcontractor, individuals or entities performing and of the construction work or for the failure of any of them to carry out the work in accordance with the Construction Documents, since these are solely the responsibility of the Contractor. Without limiting the foregoing, ETICA shall have not responsibility for the oversight of temporary bracing or other temporary conditions. ETICA's visit to the construction site shall be for the sole purpose of becoming generally familiar with the progress and quality of the construction work within

ETICA's scope and to determine in general if the work when completed will be in accordance with the Construction Documents. ETICA is not required to make exhaustive or continuous on-site inspections to check the quantity or quality of the work.

**6.9** Compliance with Law. ETICA shall comply with all Applicable Laws and Regulations.

**6.10** Compliance with Procedure. ETICA shall comply with any and all policies, procedures, and instructions of CLIENT, subject to the standard of care set forth herein, and to the extent compliance is not inconsistent with professional practice requirements.

**6.11** Retainer of Copies. ETICA may make and retain copies of all Documents for information and reference in connection with the use of the Documents on the Project. ETICA grants CLIENT a limited license to use the Documents on the Project, extensions of the Project, and for related uses of CLIENT, subject to receipt by ETICA of full payment due and owing for ETICA's Services satisfactorily performed or furnished in the preparation of the Documents, and subject to the following limitations: (1) CLIENT acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by ETICA, or for use or reuse by CLIENT, or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by ETICA; (2) any such use or reuse, or any modification of the Documents by CLIENT or its agents, without written verification, completion, or adaptation by ETICA, as appropriate for the specific purpose intended, will be at CLIENT's risk and without liability or legal exposure to ETICA, its subconsultants, or their officers, directors, members, partners, agents, and employees; (3) CLIENT shall indemnify and hold harmless ETICA, its subconsultants, and their officers, directors, members, partners, agents, and employees, from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification by CLIENT or its agents of the Documents without written verification, completion, or adaptation by ETICA; (4) such limited license to CLIENT shall not create any rights in any other parties.

**6.12** Adaptation of Documents. If, in addition to performing ETICA's Services under this Agreement, ETICA, at CLIENT's request, verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then the CLIENT shall compensate ETICA at rates or in an amount to be agreed upon by ETICA and CLIENT.

**6.13** Electronic Transmittals.

**6.13.1** ETICA and CLIENT may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

**6.13.2** If this Agreement does not establish protocols for electronic or digital transmittals, then ETICA and CLIENT shall jointly develop such protocols.

**6.13.3** When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

**6.14 Termination.** The obligation to provide further services under this Agreement may be terminated:

**6.14.1** For cause,

**6.14.1(a)** By either party upon thirty (30) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party.

**6.14.1(b)** By ETICA: upon seven (7) days' written notice if CLIENT demands that ETICA furnish or perform services contrary to ETICA's responsibilities as a licensed professional; or

**6.14.1(c)** Prior to any termination under this Paragraph 6.14.1, the party contemplating termination must provide a written notice to the other party identifying the reason for the contemplated termination, and providing the other party an opportunity to cure any breach or default. If, within seven (7) days of receipt of such notice, the receiving party has taken reasonable steps to cure such failure, and represents to the other party that any identified breach or default will be fully cured within thirty (30) days, then the Agreement will not be terminated for the reasons identified in the notice.

**6.14.2** For convenience, by CLIENT effective upon ETICA's receipt of such notice from CLIENT.

**6.14.3** Effective Date of Termination: The terminating party under Section 6.14 may set the effective date of termination at a time up to thirty (30) days later than otherwise provided to allow ETICA to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

**6.14.4** Payments Upon Termination

**6.14.4(a)** In the event of any termination under Section 6.14, and subject to the payment terms of Article 4, ETICA will be entitled to invoice CLIENT and to receive payment due and owing for all services performed or furnished in accordance with this Agreement through the effective date of termination. Upon complying with such payment obligations, CLIENT shall have the limited right to the use of Documents, subject to the provisions of Sections 6.11 and 6.12.

**6.14.4(b)** In addition to invoicing for those items identified in Section 6.14.4(a), in the event of termination by CLIENT for convenience or by ETICA for cause, ETICA shall be entitled to invoice CLIENT and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with its subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit B, which is attached hereto and incorporated into this Agreement.

**6.15 Successors and Assigns.** CLIENT and ETICA are hereby bound and the successors, executors, administrators, and legal representatives of CLIENT and ETICA (and to the extent permitted by Section 6.19.2 the assigns of CLIENT and ETICA) are hereby bound to the other

party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

#### **6.16 Third-Party Beneficiaries.**

Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by ETICA or CLIENT to any other third-party individual or entity, or to any surety for or employee of any of them. ETICA and CLIENT expressly disclaim any and all third-party beneficiaries hereunder, and no one not a Party to this Agreement shall be entitled to seek enforcement against ETICA and/or CLIENT of any provision herein, or to otherwise seek damages from either Party for the alleged breach of any provision contained herein or purported duty or standard created or conferred hereunder. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a claim, cause of action, lien or any other damages or any relief of any kind pursuant to the terms and provisions of this Agreement.

#### **6.17 Mutual Waiver of Subrogation.**

ETICA and CLIENT hereby waive all rights against each other and their respective, officers, directors, members, partners, employees, agents, engineers and subconsultants or each and any of them for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by their respective and collective insurance policies, and any other property insurance applicable to the Project. None of the foregoing shall extend to the rights that any party making such waiver may have to the proceeds of insurance payable under any applicable policy of insurance.

#### **6.18 Alternative Dispute Resolution.**

**6.18.1 Direct Discussions and Mediation.** If a dispute arises out of or relates to this Agreement or its alleged breach, ETICA and CLIENT shall direct their representatives to endeavor to settle the dispute first through direct discussions. If the dispute cannot be resolved through direct discussions, ETICA and CLIENT shall participate in mediation before recourse to litigation. At any mediation session held pursuant to the requirements of this Agreement, both ETICA and CLIENT shall be represented by an officer or agent possessing full settlement authority and the authority to bind his or her party to the terms of any agreed settlement.

**6.18.2 Litigation.** In the event that any dispute is not resolved by either direct negotiations or mediation in accordance with 6.14.1 above, then either party shall have the right to initiate litigation. Both parties to this Agreement agree that any such litigation will be filed in state court in Marion County, Indiana or in the Federal District Court for the Southern District of Indiana, sitting in Indianapolis.

#### **6.18.3 Condition Precedent to Litigation.**

**Engaging in the alternative dispute resolution mandated by this Section 6.14 is a CONDITION PRECEDENT to filing any litigation. Only after the Parties have exhausted direct discussions AND mediation in accordance with the foregoing, shall either Party be entitled to initiate litigation.** In any such litigation, ETICA and CLIENT hereby waive their

rights to jury trial and mutually agree that any disputes between them arising out of this Agreement that are subject to litigation shall be tried to the Bench only. Unless agreed otherwise in writing, a Party shall not be required to remain in direct discussions for greater than twenty-one (21) days after initial notification of a dispute with the other party.

Should either party initiate litigation prior to engaging in direct discussions, and good faith mediation, that party shall pay all attorneys' fees and expenses and other costs incurred by the other party in responding to and participating in said litigation. This limitation shall not prevent a party from filing any litigation before the start of or conclusion of direct discussions noted here for matters concerning risk of personal injury, avoidable waste of resources, to prevent the violation of law, or for any other reason where avoidable delay would exacerbate the harm or damages to the other Party or otherwise create unnecessary risk to the other Party or public at large.

**6.18 Percentage Share of Negligence.** To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any costs, losses, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of ETICA, CLIENT, and all other negligent entities and individuals.

**6.20 Mutual Waiver of Consequential Damages.** To the fullest extent permitted by Laws and Regulations, but only to the extent that CLIENT and ETICA have agreed to a corresponding mutual waiver, ETICA and CLIENT waive against each other, and the other's officers, directors, members, partners, agents, insurers, consultants, and employees, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

**6.21 Records Retention.** ETICA shall maintain on file in legible form, for a period of three years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to ETICA's Services or pertinent to ETICA's performance under this Agreement. Upon CLIENT's request, ETICA shall provide a copy of any such item to CLIENT at cost.

**6.22 Notices.** Any notice required under this Agreement shall be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

**6.23 Survival.** All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

**6.24 Severability.** Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon ETICA and CLIENT, which agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**6.25 Waiver.** A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

**6.26 Accrual of Claims.** To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

**6.27 Total Agreement.** This Agreement, together with any and all attachments and anything incorporated herein by reference, constitutes the entire agreement between ETICA and CLIENT, and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.

**6.28 Equal Opportunity Employment.** Etica is an equal opportunity employer. As such, Etica does not discriminate in hiring, promotion, termination or other workplace decisions based on an applicant's or employee's membership in a protected class. Furthermore, Etica verifies employment eligibility of all employees through the Department of Homeland Security's E-Verify system within three days of the date of hire.

**6.29 Not Debarred.** By its entry into this contract, Etica certifies that it has not been debarred from participation in any federally assisted project; Suspended from participation in any federally assisted project; proposed for debarment from participation in any federally assisted project; voluntarily excluded from participation in any federally assisted project; or disqualified from participation in any federally assisted project.

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.**

ETICA:		CLIENT:	
By:		By:	
Print Name:	Jessica Nickloy	Print Name:	
Title:	CEO	Title:	
Date Signed:		Date Signed:	
<b>Address for receipt of notices:</b>		<b>Address for receipt of notices:</b>	
8720 Castle Creek Parkway East Drive			
Suite 400			
Indianapolis, IN 46250			
<b>Designated Representative:</b>		<b>Designated Representative:</b>	
Name:	Sean Mettert	Name:	
Title:	Building Envelope Dept. Manager	Title:	
Phone Number:	(260) 908- 5468	Phone Number:	
E-Mail Address:	smettert@eticagroup.com	E-Mail Address:	

**Exhibit A (ETICA's Scope of Services)**

**Exhibit B (Rate Schedule)**