



Greenfield Engineering & Planning

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February 10, 2026

Greenfield Board of Public Works and Safety
10 S. State Street
Greenfield, IN 46140

Re: Contract for Custom Graphics Solutions LLC

Dear Members,

I am writing to inform you of an upcoming staffing transition within the Engineering Department and to request authorization related to continued Engineering Technician support.

Don Rodgers, who currently serves as the City's GIS Administrator and Engineering Technician, will be retiring on March 26, 2026, after 36 years of dedicated service to the City of Greenfield. We are grateful for his long-standing contributions and institutional knowledge.

With the assistance of the Mayor and the Human Resources Department, we are evaluating the restructuring of this position with an emphasis on hiring a more GIS-focused employee to address the evolving needs of the City. Our goal is to add a full-time Engineering Technician position beginning with the 2027 budget cycle.

In the interim, Don has expressed a willingness to continue providing Engineering Technician services on an as-needed basis. He has formed Custom Graphics Solutions LLC and can provide these services at an hourly rate of \$50.00. Given his familiarity with our systems and the low-risk nature of the requested support, staff recommends waiving the requirement for liability insurance for this service arrangement.

Suggested Motion: To authorize an agreement with Custom Graphics Solutions LLC to provide Engineering Technician services on an as-needed basis at a rate of \$50.00 per hour, to be funded through the Engineering Department's professional services budget.

Sincerely,

Glen E. Morrow, PE
City Engineer

PROFESSIONAL SERVICE AGREEMENT
BETWEEN
CUSTOM GRAPHICS SOLUTIONS LLC
(CONSULTANT)
AND THE CITY OF GREENFIELD BY AND THROUGH
ITS BOARD OF PUBLIC
WORKS AND SAFETY (OWNER)

WHEREAS, OWNER desires to obtain professional services for the City of Greenfield Project (OWNER) from Custom Graphics Solutions LLC (CONSULTANT) entitled GIS / Engineering Technician Services (PROJECT); and

WHEREAS, OWNER wishes to obtain these services according to time requirements which specify particular and definite deadlines; and

WHEREAS, OWNER wishes to limit its review role of these services; and

WHEREAS, ENGINEER has expressed its willingness to provide these services within the specified time requirements and with a limited review role by OWNER as defined by CONSULTANT in its scope of work dated February 1, 2026.

NOW, THEREFORE, in consideration of the mutual promises, representations, warranties, covenants and responsibilities, OWNER and CONSULTANT agree as follows:

ARTICLE 1. AUTHORITY TO EXECUTE AGREEMENT

Each party represents and warrants to the other party that:

- 1.1 The party is duly organized and existing in good standing under the laws of Indiana and has all requisite power and authority to carry out the obligations set forth in this Agreement.
- 1.2 The party has the power, authority, and legal right to enter into and perform its obligations set forth in this Agreement, and the execution, delivery, and performance whereof, have been duly authorized by all necessary action.
- 1.3 This Agreement has been duly entered into and delivered and constitutes a legal, valid, and binding obligation of the party, enforceable in accordance with its terms.

ARTICLE 2. ATTACHMENTS

The Attachments which accompany and form a part of this Agreement as of the date hereof are:

- 2.1 "Attachment A" consisting of the described services to be performed by CONSULTANT.

- 2.2 "Attachment B" consisting of a list of key professional staff and subcontractors ENGINEER agrees to provide for the Project and the man-hours that will be devoted to the Project.
- 2.3 "Attachment C" consisting of a list of key staff OWNER agrees to provide for the Project.
- 2.4 "Attachment D" – Not used.
- 2.5 "Attachment E" consisting of a mediation process to be utilized by the parties.
- 2.6 "Attachment F" consisting of information to be provided by OWNER to ENGINEER.
- 2.7 "Attachment G" consisting of compensation for CONSULTANT’S services under this Agreement.

ARTICLE 3. INTENT AND INTERPRETATION

- 3.1 The "Agreement", as referred to herein, shall mean this Agreement executed by OWNER and CONSULTANT, and shall include these Terms and Conditions, the Attachments described in Article 2 and attached hereto, and any written supplemental agreement or modification entered into between OWNER and CONSULTANT, in writing, after the date of this Agreement.
- 3.2 In resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed by CONSULTANT or other rights or obligations of OWNER or CONSULTANT, the document or provision thereof expressing the greater quantity, quality or scope of service or imposing the greater obligation upon CONSULTANT and affording the greater right or remedy to OWNER, shall govern; otherwise, precedence shall be given in the following order: provisions of these Terms and Conditions, provisions contained in any Attachment hereto and required provisions contained in any governmental regulation incorporated herein by reference.
- 3.3 Any interpretation applied to this Agreement, by the parties hereto, by an arbitrator, court of law, or by any other third party, shall not be made against OWNER solely by virtue of OWNER or OWNER's representatives having drafted all or any portion of this Agreement.
- 3.4 This Agreement shall include, and incorporate by reference, any provision, covenant or condition required or provided by law or by regulation of any state or federal regulatory or funding agency.

ARTICLE 4. CONSULTANT 'S RESPONSIBILITIES

- 4.1 CONSULTANT shall serve at the direction of the City Engineer to perform GIS and Engineering Technician tasks as needed, on an hourly basis.

- 4.2 CONSULTANT shall perform professional services as stated in "Attachment A" of this Agreement.
- 4.3 CONSULTANT shall perform all services under this Agreement in a skillful and competent manner in accordance with normally accepted standards of the architectural and engineering professions and with that degree of care and skill which a professional engineer or architect would exercise under the same or similar circumstance. Without modifying the above standard, CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by CONSULTANT under this Agreement.
- 4.4 CONSULTANT shall perform all professional services necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement and applicable local, state and federal requirements.
- 4.5 CONSULTANT shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, specifications, reports, or any other services.
- 4.6 Acceptance by OWNER or approval by any governmental regulatory or funding agency of drawings, designs, specifications, reports, and incidental engineering work, services or materials furnished hereunder shall not in any way relieve CONSULTANT of its liability to OWNER or others for negligent acts, errors, omissions, or other deficiencies in the performance of services. OWNER's monitoring or acceptance of, or payment for, any of CONSULTANT 's services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement by CONSULTANT.
- 4.7 CONSULTANT shall make all reasonable efforts to provide competent, capable, experienced and suitably qualified personnel for the performance of all services.
- 4.8 CONSULTANT's staff shall consist of only Don Rodgers shall not subcontract any portion of this work.
- 4.9 CONSULTANT shall be fully responsible for all negligent acts, errors or omissions. Nothing in this Agreement, nor any communication, directive, action or failure to act on the part of OWNER, shall create any contractual relationship between OWNER and any consultant or subcontractor having a contract with CONSULTANT , nor shall it create any obligation on the part of OWNER to pay or to see to payment of any monies due any consultant or subcontractor to CONSULTANT .
- 4.10 To the extent the standard in Paragraph 4.3 is met, CONSULTANT 's responsibility under this Agreement shall not be diminished by new or advanced processes, methods, designs or technology recommended or utilized by CONSULTANT for the Project.

- 4.11 CONSULTANT 's submittals are subject to prompt monitoring and acceptance by OWNER for general compliance with the services described in "Attachment A". In the event that any submittal is not accepted by OWNER, OWNER shall notify CONSULTANT in writing of its reasons for non-acceptance and may make suggested revisions. Upon receipt of said notification, the non-acceptance submittal shall be revised appropriately by CONSULTANT until accepted by OWNER. If CONSULTANT does not agree with OWNER's suggested revisions, CONSULTANT shall submit its reasons therefore to OWNER in writing.
- 4.12 In the event that the performance of any services described in this Article or in "Attachment A" under this Agreement by CONSULTANT shall require CONSULTANT to use, consider, complete, or evaluate any designs, specifications, contract documents, reports, studies or other services provided to OWNER or CONSULTANT by another architect, engineer or consultant, CONSULTANT shall take reasonable and prudent steps to verify the technical accuracy of such items and shall report in writing to OWNER any conflict, error or discrepancy which may be discovered by such investigation and verification. CONSULTANT shall assume all risks and bear all costs associated with any conflict, error, inaccuracy or discrepancy in such items which are not discovered by CONSULTANT due to its failure to conduct such reasonable and prudent inquiry and study, or which are discovered by CONSULTANT but not reported in writing to OWNER provided, however, that CONSULTANT shall not be barred from actions against third parties. At the written request of CONSULTANT, OWNER may assign to CONSULTANT all or any portion of the rights which OWNER may possess to pursue remedies against the engineer, architect or consultant which provided the OWNER with said designs, specifications, contract documents, reports, studies, or other services. Such a request shall not be unreasonably denied.
- 4.13 CONSULTANT shall fulfill the requirements of governing regulatory agencies as may be applicable to the work and services to be performed by CONSULTANT described in this Article or in "Attachment A".
- 4.14 The liability of CONSULTANT under this Article shall survive the expiration of this Agreement.

ARTICLE 5. OWNER'S RESPONSIBILITIES

Except to the extent that such responsibilities are otherwise waived or assumed by CONSULTANT, OWNER shall take reasonable steps to:

- 5.1 Designate in writing a person to act as OWNER's representative with respect to the services to be performed or furnished by CONSULTANT under this Agreement. Subject to Article 22, such person will have authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to CONSULTANT 's services for the Project. Said person is the City Engineer.

- 5.2 Make available all information pertinent to the Project including previous reports and any other data relative to design and construction of the Project.
- 5.3 Furnish to CONSULTANT, as required by CONSULTANT for performance of its services, data prepared by or services of others.
- 5.4 Monitor all studies, reports, sketches, drawings, specifications, proposals and other documents presented by CONSULTANT.
- 5.5 Pay cost for advertising and obtaining formal bids or proposals from contractors.
- 5.6 Provide such legal, accounting and insurance counseling services as may be required for the Project, and such auditing service as OWNER may require to ascertain how or for what purpose any contractor has used the monies paid to it under the construction contract.
- 5.7 Subject to the provisions of Paragraph 4.12, and to the extent that persons providing reports, data and other information to OWNER which OWNER furnishes to CONSULTANT under this Article are responsible for their accuracy and completeness, OWNER shall be responsible for, and CONSULTANT may rely upon, the accuracy and completeness of all said reports, data and other information.
- 5.8 Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this Agreement.
- 5.9 Attend the pre-bid conference, bid opening and preconstruction conferences.

ARTICLE 6. COMPLETION SCHEDULE- not used.

ARTICLE 7. INSURANCE

- 7.1 CONSULTANT is not required to purchase or maintain any insurance, including but not limited to commercial general liability insurance, auto liability, or professional liability.
- 7.2 OWNER shall not be liable for CONSULTANT for any act or omission not afforded to the general public.

ARTICLE 8. COMPENSATION TO CONSULTANT

- 8.1 For the services described in this Agreement or in "Attachment A", OWNER agrees to pay CONSULTANT as per the provisions of "Attachment G", unless modified by an amendment to this Agreement.
- 8.2 No payment request or statement made pursuant to this Article shall exceed the estimated

amount in value of the work and services performed by CONSULTANT under this Agreement, which estimates shall be prepared by CONSULTANT and supplemented or accompanied by such supporting data as may be required by OWNER.

- 8.3 Payment requests by CONSULTANT shall be submitted once monthly. The payment request shall be accompanied by a signed voucher and such supporting data as may be required by OWNER.
- 8.4 OWNER shall pay CONSULTANT for the professional services supported by invoices and documentation. OWNER will pay the amount of the invoice within thirty (30) days of OWNER's acknowledgement that invoice and documentation are acceptable. OWNER will give CONSULTANT written notice within five (5) working days of receipt of the invoice and documentation if the invoice or documentation is not acceptable. OWNER is the sole judge as to the acceptability of the invoices and documentation. If OWNER fails to pay CONSULTANT according to this paragraph, OWNER shall pay CONSULTANT 0.0192% of the unpaid amount per each day in excess of thirty (30) days.
- 8.5 Upon satisfactory completion of all work and services to be performed hereunder, and prior to final payment under this Agreement for such services, or prior to settlement upon termination of this Agreement, and as a condition precedent thereto, CONSULTANT shall execute and deliver to OWNER a release of all claims against OWNER arising under or by virtue of this Agreement. In all events, the making and acceptance of final payment shall be conclusive as to OWNER's performance of the Agreement and shall constitute a waiver of all claims by CONSULTANT against OWNER.

ARTICLE 9. TERMINATION BY OWNER

- 9.1 If CONSULTANT becomes insolvent, or if it refuses or fails to perform the work and services provided by this Agreement, or if it refuses to perform disputed work or services as directed pending resolution of such dispute, or if it fails to make payments to subcontractors or consultants employed by it, or if it otherwise materially violates or fails to perform any term, covenant or provision of this Agreement, CONSULTANT shall be considered in default, and OWNER may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, in writing, provided that CONSULTANT shall be given; (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested or by electronic mail with confirmation of delivery) of OWNER's intent to terminate; and (2) an opportunity for consultation with OWNER prior to termination, and a reasonable opportunity to cure the default as determined by OWNER. In determining the amount of final payment to be made to CONSULTANT upon such termination for default, if any, no amount shall be allowed for anticipated profit on unperformed services or other work; furthermore, an adjustment shall be made to the extent of any additional costs incurred or reasonably foreseen by OWNER to be incurred by reason of CONSULTANT's default.

- 9.2 This Agreement may be terminated in whole or in part in writing by OWNER for OWNER's convenience; provided that CONSULTANT is given: (1) not less than ten (10) calendar days written notice (delivered certified mail, return receipt requested or by electronic mail with confirmation of delivery) of intent to terminate; and (2) an opportunity for consultation with OWNER prior to termination. If termination for convenience is affected by OWNER, CONSULTANT 's compensation shall be equitably adjusted to include a reasonable profit for services or other work performed and shall provide for payment to CONSULTANT for services rendered and expenses incurred prior to the termination. No amount shall be allowed for anticipated profit on unperformed services or other work.
- 9.3 Upon receipt of a termination action for default or for the OWNER's convenience, CONSULTANT shall: (1) promptly discontinue all services affected, unless the termination notice directs otherwise, and (2) deliver or otherwise make available to OWNER all data, drawings, specifications, reports, estimates, summaries, and such other information, materials or documents as may have been accumulated by CONSULTANT in performing this Agreement, whether completed or in process.
- 9.4 If, after termination for CONSULTANT 's default, it is determined that CONSULTANT was not in default, the termination shall be deemed to have been affected for the convenience of OWNER.

In such event, adjustment of the price provided for in this Agreement shall be made as provided in Paragraph 9.2 and the recovery of such price adjustment shall be CONSULTANT 's sole remedy and recovery.

- 9.5 Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by OWNER are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then OWNER shall have the right to terminate this Agreement without penalty by giving 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 appropriations were received. OWNER agrees that it will make its best efforts to obtain sufficient funds, including, but not limited to, requesting in its budget for each fiscal period during the term hereof sufficient funds to meet its obligations hereunder in full.

ARTICLE 10. TERMINATION BY CONSULTANT

- 10.1 If OWNER fails to pay CONSULTANT within sixty (60) days after payment is due, CONSULTANT may, after having given fifteen (15) days written notice, and if OWNER has not made payment, terminate this Agreement. In the event of such termination, OWNER shall compensate CONSULTANT in accordance with the provisions of Paragraphs 8.4 and 9.2 of this Agreement.

ARTICLE 11. SUCCESSORS AND ASSIGNS

- 11.1 OWNER and CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to the promises, representations, acknowledgements, covenants and responsibilities contained in this Agreement.
- 11.2 Except as otherwise provided herein, CONSULTANT shall not assign, sublet or transfer its interest in this Agreement without the written consent of OWNER.
- 11.3 Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of OWNER.

ARTICLE 12. RECORDS; AUDITS

CONSULTANT shall maintain books, records, documents and other evidence directly pertinent to performance of services under this Agreement in accordance with generally accepted accounting principles and practices consistently applied. CONSULTANT shall also maintain the financial information and data used by CONSULTANT in the submission or preparation of any cost submission, statement or summary submitted to OWNER or any funding agency. OWNER, or any agencies which have tendered grants for the Project, or any person so designated by a granting agency shall, until the expiration of THREE (3) years after final payment under this Agreement have access to and the right to examine, inspect, audit and copy directly pertinent books, documents, papers and records of CONSULTANT involving any transaction related to this Agreement. To the extent that the person or entity which seeks to examine, inspect, audit and copy said documents is under the control of OWNER, said person or entity will provide CONSULTANT with seventy-two (72) hours written notice. CONSULTANT agrees to incorporate this provision into any subagreements executed by CONSULTANT with others for work or services related to this Project. The periods of access and examination as described herein shall continue until any disputes, claims or litigation arising out of the performance of this Agreement have been disposed of.

ARTICLE 13. OWNERSHIP OF DOCUMENTS

All drawings, specifications, computations, sketches, test data, survey results, models, photographs, renderings and other material relating to this Project, developed in the performance of this Agreement or prepared in connection therewith, are the property of OWNER and shall be delivered to OWNER, if requested by OWNER, upon completion of services or upon termination of this Agreement. With respect thereto, CONSULTANT shall not assert or establish any right or claim under the design patent or copyright law. CONSULTANT agrees that work done under this Agreement constitutes "work for hire" under copyright law, and OWNER shall retain the right to any design patent or copyright and may use any and all materials prepared by CONSULTANT without reservation. In the event that any deliverables developed during this project are deemed not to be "works for hire" under copyright law, CONSULTANT agrees, at no additional cost, to assign

all rights, title and interest, including copyright in and to such deliverables, to OWNER. OWNER will not change or reuse any document for any project or purpose other than as described in the Agreement without the written consent of CONSULTANT. However, CONSULTANT expressly acknowledges that OWNER is a public agency and is subject to public access, disclosure and distribution laws, regulations and policies. CONSULTANT acknowledges that OWNER will not treat this Agreement as confidential information and will post the Agreement on OWNER website as required by law. Use by the public of any document or the information contained therein shall not be considered an act of OWNER.

ARTICLE 14. NOTICES

When written notice is required by this Agreement, it shall be sufficiently given, in the absence of a specific provision to the contrary, when delivered or sent by United States first-class mail to CONSULTANT at its business address, or to OWNER or OWNER's representative, or by personally delivering such notice to the party to be in receipt thereof.

ARTICLE 15. NONDISCLOSURE

Unless required by law, CONSULTANT shall not divulge information concerning this Project to anyone, unless prior written approval is received from OWNER, and shall obtain similar agreements from persons and firms employed by it. OWNER reserves the right to release all information as well as to time its release, form and content. This requirement shall survive the expiration of this Agreement.

ARTICLE 16. OTHER CONSULTANTS

OWNER reserves the right to employ other CONSULTANT s, architects and consultants in connection with the work or Project.

ARTICLE 17. REDUCTION FOR DEFECTIVE PRICING DATA- not used.

ARTICLE 18. NON-CONTINGENT FEES

CONSULTANT warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, OWNER shall have the right to annul this Agreement without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE 19. CHOICE OF FORUM

Parties agree that any litigation associated with or arising from this Agreement shall be filed with a court of competent jurisdiction within the State of Indiana.

ARTICLE 20. NON-DISCRIMINATION

- 20.1 CONSULTANT and subcontractor shall not discriminate against any employees or applicant for employment, to be employed in the performance of this Agreement, with respect to her or his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of her or his race, sex, sexual orientation, gender identity, religion, color, national origin, ancestry, age, disability, or United States military service veteran status. Breach of this covenant may be regarded as a material breach of the Agreement.
- 20.2 CONSULTANT shall include all covenants and certifications as are contained in this Article in all subagreements related to this Agreement.

ARTICLE 21. APPLICABLE LAWS

- 21.1 Subject to the provisions of the following paragraph, CONSULTANT agrees to conform to all federal, state, and local laws, rules and regulations applicable to CONSULTANT in performing work pursuant to this Agreement in force at the time of design, including, but not limited to, those relating to discrimination in employment, conflicts of interest, accounting records and requirements. Unless otherwise specified, this Agreement shall be governed by the laws of the State of Indiana, and all Municipal Ordinances and Codes of the City of Greenfield and Hancock County.
- 21.2 Compliance with any state or federal statute or local ordinance enacted or regulations promulgated thereunder after the effective date of this Agreement for which notice had been published prior to the execution by CONSULTANT of this Agreement which affect the services of CONSULTANT shall be the responsibility of CONSULTANT without entitling CONSULTANT to an increase in either time of performance or in contract price.

ARTICLE 22. AMENDMENTS

This Agreement may be amended only by written instrument and signed by both OWNER and CONSULTANT.

ARTICLE 23. SEVERABILITY

In the event any provision of this Agreement is determined by a court of competent jurisdiction or by the laws of the State of Indiana to be null and void, such provision shall be stricken and all other provisions which can be given effect independently of the stricken provision shall remain in full force and effect.

ARTICLE 24. CONFLICT OF INTEREST

- 24.1 CONSULTANT certifies and warrants to OWNER that neither it, nor its agents, representatives or employees who will participate in any way in the performance of CONSULTANT's obligations hereunder has, or will have during the Project, any conflict of interest relative to the Project, direct or indirect, with OWNER. CONSULTANT shall immediately notify OWNER if a conflict of interest should arise during the Project. Upon being so notified, OWNER may either:
- A. Waive the conflict; or
 - B. Terminate the Agreement according to Paragraph 9.1.
- 24.2 For purposes of compliance with IC 36-1-21, CONSULTANT certifies and warrants to OWNER that CONSULTANT, or a person who wholly or partially owns CONSULTANT, is not a *relative*, as that term is defined by IC 36-1-21-3, of either the Mayor of Greenfield, Indiana, or a member of the City Council of Greenfield, Indiana.

ARTICLE 25. REQUIRED DOCUMENTATION

- 25.1 CONSULTANT shall furnish OWNER any documentation, certification, authorization, license, permit or registration required by the laws or rules and regulations of the City of Greenfield, Hancock County, other units of local government, the State of Indiana, and the United States.
- 25.2 CONSULTANT further represents that it is now and shall remain 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, to perform the services described in "Attachment A" and in this Agreement.

ARTICLE 26. INDEPENDENT CONTRACTOR STATUS

CONSULTANT expressly understands and agrees that it is an independent contractor and that it is not an employee of OWNER, and OWNER is not to provide Worker's Compensation, health or accident insurance coverage or indemnification agreement of any kind which would cover CONSULTANT or its employees, if any, in and under the terms of this Agreement.

ARTICLE 27. WAIVER

OWNER's delay or inaction in pursuing its remedies set forth in this Agreement, or available by law, shall not operate as a waiver of any of OWNER's rights or remedies.

ARTICLE 28. USE OF GIS DATA

OWNER hereby grants to CONSULTANT a nonexclusive, nontransferable license to that portion of the City of Greenfield GIS Database delivered to CONSULTANT (the "Delivered Materials")

under the terms of this Agreement, subject to the following terms and conditions: CONSULTANT shall have the right to copy the Delivered Materials in digital form into computer memory or onto computer storage devices and to prepare from them derivative works in digital form for the sole purpose of performing services under this Agreement. All Delivered Materials are provided "as-is" without warranty of any kind. CONSULTANT 's license shall terminate upon completion of the services under this Agreement.

ARTICLE 29. ALLOCATION OF RISK

CONSULTANT agrees to indemnify and hold harmless the City of Greenfield, Indiana and its officers, agents, officials and employees for any and all claims, actions, causes of action, judgments and liens only to the extent they arise out of any negligent act or omission by CONSULTANT or any of its officers, partners, agents, employees or subcontractors regardless of whether or not they are caused in part by the negligence of a party indemnified hereunder. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

ARTICLE 30. TAXES

OWNER is exempt from state, federal and local taxes. OWNER will not be responsible for any taxes levied on CONSULTANT as a result of this Agreement.

ARTICLE 31. RESTRICTIONS ON LOBBYING

If federal funds are to be used in connection with this Agreement, CONSULTANT certifies, by signing and submitting this Agreement, to the best of its knowledge and belief, that CONSULTANT has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal Contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal Contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence of an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard **Form-LLL**, "Disclosure of Lobbying Activities" in accordance with its instructions.

- C. CONSULTANT also agrees by signing this Agreement that it shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

ARTICLE 32. MAINTAINING A DRUG-FREE WORKPLACE

- 32.1 CONSULTANT hereby covenants and agrees to make a good faith effort to provide and maintain during the term of this Agreement a drug-free workplace, and that it will give written notice to OWNER within ten (10) days after receiving actual notice that an employee of CONSULTANT has been convicted of a criminal drug violation occurring in CONSULTANT 's workplace.
- 32.2 In addition to the provisions of subparagraph 32.1 above, if the total contract amount set forth in this Agreement is in excess of \$25,000.00, CONSULTANT hereby further agrees that this Agreement is expressly subject to the terms, conditions and representations contained in the Drug-Free Workplace certification executed by CONSULTANT in conjunction with this Agreement.
- 32.3 It is further expressly agreed that the failure of CONSULTANT to in good faith comply with the terms of subparagraph 32.1 above, or falsifying or otherwise violating the terms of this certification reference in subparagraph 32.2 above, shall constitute a material breach of this Agreement, and shall entitle OWNER to impose sanctions against CONSULTANT including, but not limited to, suspension of contract payments, termination of this Agreement and/or debarment of CONSULTANT from doing further business with OWNER for up to three (3) years.

ARTICLE 33. DISPUTE RESOLUTION

- 33.1 OWNER and CONSULTANT agree that they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to the Agreement or the breach thereof (DISPUTES) to mediation according to the provisions of "Attachment E".
- 33.2 Only after complying with the provisions of Paragraph 33.1, the parties may by mutual agreement in writing designate any DISPUTE, except for claims which have been waived by the making or acceptance of final payment, to be decided by arbitration. Such designation shall specifically identify and describe the DISPUTE. Arbitration proceedings shall be initiated only as to DISPUTES as so identified and described in such written agreement, and in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association and shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.

- 33.3 CONSULTANT shall carry on the work and maintain the schedule for services during any mediation, arbitration or litigation proceedings, unless otherwise agreed by CONSULTANT and OWNER in writing.
- 33.4 Any such arbitration may, at the option of OWNER, involve by joinder or otherwise, all parties or persons substantially involved in common questions of fact or law whose presence may be required. All consultant agreements, purchase orders and related construction agreements between CONSULTANT and other parties shall provide for such arbitration and consolidation.
- 33.5 If OWNER shall be party to an arbitration of a DISPUTE which arises, in full or in part, from CONSULTANT 's negligence or failure to fulfill any obligation or responsibility under this Agreement, OWNER may, at its option, and by written notice, advise CONSULTANT of such arbitration proceeding and afford CONSULTANT the opportunity to participate therein. In such case, CONSULTANT will be bound by any award rendered by the arbitrators to the extent that such award is adverse to OWNER.

ARTICLE 34. TERM OF AGREEMENT

This Agreement shall become effective upon completion of the following:

- A. delivery to OWNER and acceptance by OWNER, of the documents required herein; and
- B. latest date of execution by any required signatories;

and shall expire upon the successful completion and final acceptance of CONSULTANT 's services, as set forth in this Agreement or "Attachment A", and OWNER's payment, therefore. In computing any period of time prescribed by this Agreement, the date of any notice to proceed shall not be included in such computation. The last day of any period of time prescribed in this Agreement shall be included unless it is a Saturday, Sunday or a legal holiday as established by ordinance of the City Council of Greenfield, Indiana. In such cases, the period of time shall run until the end of business hours of OWNER on the next day, that is not a Saturday, Sunday, or a legal holiday as established by ordinance.

ARTICLE 35. NOTICE TO PROCEED

CONSULTANT shall not begin work pursuant to this Agreement until it receives a Notice to Proceed from OWNER.

ARTICLE 36. INTEGRATION

This Agreement and the documents incorporated herein represent the entire understanding between and among the parties hereto. The signing of this Agreement by the parties constitutes their mutual

recognition that no other contracts or agreements regarding any of the services to be provided herein, oral or written, except as attached hereto or specifically incorporated herein, exists between them, and that if such oral or written contracts or agreements exist, such are hereby cancelled. Each party hereby represents to the other that it will not rely upon any agreement, contract or understanding not reduced to writing and incorporated in this Agreement prior to the execution thereof or not reduced to writing and incorporated in written amendments to this Agreement.

ARTICLE 37. DEBARMENT AND SUSPENSION

- 37.1 CONSULTANT certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any Federal assistance program by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana. The term “principal” for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of CONSULTANT.
- 37.2 CONSULTANT shall not subcontract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in any Federal assistance program by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana.
- 37.3 CONSULTANT shall provide immediate written notice to OWNER if, at any time after entering into this Agreement, CONSULTANT learns that its certifications were erroneous when submitted, or CONSULTANT is debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from or becomes ineligible for participation in any Federal assistance program. Any such event shall be cause for termination of this Agreement as provided herein.

ARTICLE 38. E-VERIFY PROGRAM

Pursuant to IC 22-5-1.7, CONSULTANT shall enroll in and verify the work eligibility status of all newly hired employees of CONSULTANT through the E-Verify Program (“Program”). CONSULTANT is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.

- A. CONSULTANT and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that CONSULTANT or its subcontractor subsequently learns is an unauthorized alien. If CONSULTANT violates this Article, OWNER shall require CONSULTANT to remedy the violation not later than thirty (30) days after OWNER notifies CONSULTANT. If CONSULTANT fails to remedy the violation within the thirty (30) day period, OWNER shall terminate the contract for breach of contract. If OWNER terminates the contract, CONSULTANT

shall, in addition to any other contractual remedies, be liable to OWNER for actual damages. There is a rebuttable presumption that CONSULTANT did not knowingly employ an unauthorized alien if CONSULTANT verified the work eligibility status of the employee through the Program.

- B. If CONSULTANT employs or contracts with an unauthorized alien but OWNER determines that terminating the contract would be detrimental to the public interest or public property, OWNER may allow the contract to remain in effect until OWNER procures a new contractor.
- C. CONSULTANT shall, prior to performing any work, require each subcontractor to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. CONSULTANT shall maintain on file a certification from each subcontractor throughout the duration of the contract. If CONSULTANT determines that a subcontractor is in violation of this Article, CONSULTANT may terminate its contract with the subcontractor for such violation.
- D. Pursuant to IC 22-5-1.7 a fully executed affidavit affirming that the business entity does not knowingly employ an unauthorized alien and confirming CONSULTANT 's enrollment in the Program, unless the Program no longer exists, shall be filed with OWNER prior to the execution of this Agreement. This Agreement shall not be deemed fully executed until such affidavit is filed with OWNER.

ARTICLE 39. ADDITIONAL INFORMATION UPON REQUEST

CONSULTANT shall, upon request of OWNER, make available its policies, practices and standards for the hiring of applicants, except as prohibited under Indiana Code 22-2-17-3, to the extent such information is related to the provision of services under this Agreement.

ARTICLE 40. WAGE THEFT/PAYROLL FRAUD

CONSULTANT shall report, and shall require its subcontractors to report, all complaints or adverse determinations of Wage Theft or Payroll Fraud against CONSULTANT or its subcontractors to the OWNER within thirty (30) days of notification of the complaint or adverse determination. If an adverse decision is rendered against CONSULTANT with respect to services provided to OWNER, OWNER may terminate this Agreement, reduce the incentives or subsidies to be provided under this Agreement, or seek other remedies. CONSULTANT shall provide a sworn statement on whether CONSULTANT had any adverse determinations rendered against CONSULTANT within the preceding three (3) years.

ARTICLE 41. FORCE MAJEURE

41.1 DEFINITION OF FORCE MAJEURE

Within this Agreement, an event of Force Majeure means an event beyond the control of the CONSULTANT and the OWNER, which prevents a party from complying with any of its obligations under this Agreement, including the following:

- 41.1.1 An act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods);
- 41.1.2 War, hostilities (whether war be declared or not), invasion, active foreign enemies, mobilization, requisition or embargo;
- 41.1.3 Rebellion, revolution, insurrection, military or usurped power, or Civil War;
- 41.1.4 Riot, commotion, strikes, lockouts or disorder, unless civilly restricted to employees of the CONSULTANT s or his subcontractors or vendors;
- 41.1.5 Acts or threats of terrorism.

41.2 Consequences of Force Majeure Event

- 41.2.1 Neither the OWNER nor CONSULTANT shall be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented by an Event of Force Majeure that arises after the Effective Date.
- 41.2.2 The Party (the "Affected Party") prevented from carrying out its obligations hereunder shall give notice to the other Party of and Event of Force Majeure upon it being perceived by or becoming known to the Affected Party.
- 41.2.3 If, and to the extent that, the CONSULTANT is prevented from executing the services contemplated by the Agreement, by the Event of Force Majeure, while the CONSULTANT is so prevented, the CONSULTANT shall be relieved of its obligations to provide the effective service, but shall endeavor to continue to perform its obligations under the Agreement so far as reasonably practical [and in accordance with Good Operating Practices], provided that if and to the extent the CONSULTANT occurs additional expense in doing so, the CONSULTANT shall be entitled to the amount of such increase cost [cost being defined as having no profit component] and the CONSULTANT having taken reasonable steps to mitigate the additional cost.
- 41.2.4 If, and to the extent that, the CONSULTANT suffers a delay in providing the services set forth in this Agreement as a result of the Event of Force Majeure then CONSULTANT shall be entitled to an extension for the time of completion as deemed appropriate by OWNER.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as follows:

CONSULTANT
CUSTOM GRAPHICS SOLUTIONS LLC

OWNER
GREENFIELD BOARD OF PUBLIC
AND SAFETY

By: 

Printed: Don Rodgers

Title: owner

Date: 2/5/2026

Mayor Guy Titus

Katherine Locke

Larry Breese

Brent Robertson

Glenna Shelby

Attachment "A"

Service by Consultant

Don Rodgers

Custom Graphics Solutions LLC

customgraphicsolutionsllc@gmail.com

February 1, 2026

Custom Graphics Solutions (CGS) is an LLC formed to produce drawings and other documents necessary for Land Development and Capital Improvements projects. Commercial, Residential and Civic Improvements all require a series of drawings and related documents to illustrate the details of the construction and their compliance with local and industry standards. The staff at CGS have decades of experience in all categories of Civil Engineering analysis and design.

To the City of Greenfield Board of Public Works and Safety:

Custom Graphics Solutions, LLC proposes to provide certain professional services for the City of Greenfield Engineering Department. The scope of these professional services is as follows:

1. Support the new GIS Coordinator with project administration and technical tasks on an interim basis as the new GIS Coordinator becomes familiar with the departmental file structure and standard work flow.
2. Support the Engineering Department as needed with project management tasks including data collection, AutoCAD plan preparation and document interpretation.

By hiring Custom Graphics Solutions LLC to support the new GIS Coordinator, that person will be more productive and successful from the start and will be able to concentrate on high-priority tasks. Also, the City of Greenfield will retain legacy knowledge that it has invested in Don Rodgers, a 35-year veteran of the Engineering Department.

Hourly Rate: \$50.00

"ATTACHMENT B"

KEY STAFF AND SUBCONTRACTORS OF CONSULTANT

CONSULTANT to provide Don Rodgers

CONSULTANT shall not have subcontractors.

"ATTACHMENT C"

KEY STAFF OF OWNER

City of Greenfield
Department of Engineering
10 S. State Street
Greenfield, Indiana 46140

Glen Morrow, City Engineer - (317) 325-1322

"ATTACHMENT D"

SCHEDULE

Not used. Assignments to be directed by OWNER as needed.

"ATTACHMENT E"

MEDIATION PROCESS

1. Purpose of Mediation. This clause provides for the use of Mediation as an alternative means of resolving disputes which may arise under this Agreement. Mediation allows parties to make an educated assessment of their respective cases and then engage in a negotiated settlement discussion. Such a procedure can save both parties valuable time, resources, and legal costs. Should Mediation be utilized, a Mediation Agreement shall be drafted and adopted which will set forth the governing procedures and terms.
2. When to Invoke Mediation. If a dispute arises under the Agreement, either party may invoke this Mediation clause which will compel participation in Mediation for the purpose of resolving the dispute, provided all of the following conditions have been fulfilled:
 - a. The amount in controversy exceeds **Ten Thousand and 00/100 Dollars (\$10,000.00)**, or other such amount as may be agreed to by the parties in writing, such amount having been determined by both parties as being the minimum disputed claim to justify use of the Mediation procedure;
 - b. Personnel from each party who were directly involved in the dispute at the operational level met and discussed the claim in good faith but were unable to resolve the matter. The personnel of each party shall prepare and forward to the persons identified in the subparagraph 2(c) memorandum detailing the areas of dispute, why impasse was reached and that it is beyond their ability to resolve the dispute;
 - c. After complying with the subparagraph above, personnel from each party at a higher management level who were not directly involved in the dispute met and discussed the claim in good faith, but were unable to resolve the matter. The personnel of each party shall prepare and forward to the persons identified in paragraph 3 a memorandum detailing the areas of dispute, why impasse was reached and that it is beyond their ability to resolve the dispute; and
 - d. Written notice was given to the other party stating that the above subparagraphs were complied with, and that the Mediation procedure is being invoked for the purpose of resolving the dispute.
3. Notice of Mediation. Notice of Mediation shall identify the dispute at issue and designate an executive officer or other management official who will represent the party at the proceeding. The designated official must possess the authority to settle the matter and have not been involved in the underlying facts in dispute.

4. Response to Notice of Mediation. Within ten (10) business days, the other party shall designate an appropriate official with authority to settle the dispute who will be its representative at the Mediation.
5. Scheduling. No later than thirty (30) days from the date of the notice of the Mediation, the parties' designated representatives and/or their attorneys shall meet to discuss the following:
 - a. Settlement status of the dispute;
 - b. Schedule by which drafts of a Mediation Agreement are to be submitted, and a date by which the Mediation Agreement will be finalized;
 - c. Schedule for Mediation discovery and other preparatory matters the parties deem necessary;
 - d. Whether a neutral advisor shall be employed in the Mediation and, if so, by what means he shall be selected; and
 - e. Time, place, and schedule of the Mediation.

The Mediation Agreement will be finalized and executed by both parties no later than sixty (60) days after the notice of the Mediation. The Mediation will be held within one hundred twenty (120) days after the notice of the Mediation unless extended by mutual consent of the parties.

6. Mediation as Condition Precedent to Arbitration or Litigation. Submission of a dispute under this Agreement to a Mediation procedure shall be a condition precedent to filing arbitration or litigation on any dispute exceeding the amount specified above. Failure to comply with this condition precedent shall be in contravention of the parties' express intention to implement this alternative means of dispute resolution and constitute a breach of this clause.
7. Refusal to Participate in Mediation. Refusal of a party to participate in mediation in good faith shall not be established unless:
 - a. All of the specified conditions set forth in paragraph 2 herein have been fulfilled;
 - b. Thirty (30) days have lapsed since initial written notice of the Mediation was given without an affirmative response; and
 - c. Refusal to participate in the Mediation shall be in contravention of the parties' express intention to implement this alternative means of dispute resolution and constitutes a breach of this clause.

8. Filing Arbitration or Litigation. No litigation or arbitration or any other binding action shall be initiated by either party unless:
- a. The amount in controversy is less than or equal to the amount specified paragraph 2 above;
 - b. Despite compliance with this Mediation clause, one party is deemed to have refused (paragraph 7 above) to participate in the Mediation;
 - c. Both parties agree in writing that they intend not to implement the Mediation for the particular dispute in question;
 - d. The Mediation procedure has been completed and thirty (30) days have elapsed since the actual Mediation; or
 - e. Litigation must be filed before the Mediation to comply with the Statute of Limitations on a disputed issue.
9. Dismissal/Stay of Litigation. If one party has filed litigation on a dispute which is otherwise covered by this Mediation clause and which does not meet the exceptions set forth in paragraph 8 herein, the other party may properly seek to dismiss the litigation at its discretion for the purpose of conducting the Mediation as a condition precedent to litigation. If litigation was filed for the purpose set forth in subparagraph 8(e) herein, the filing party shall seek a stay for the purpose of conducting a Mediation. The stay provided for in this Paragraph shall continue for a period of thirty (30) days after completion of the Mediation. The purpose of this thirty (30) day period is to permit the parties full opportunity to discuss settlement.

"ATTACHMENT F"

INFORMATION PROVIDED BY OWNER TO CONSULTANT

OWNER to provide computers, workspace, and supplies as needed to perform individual tasks, as directed.

ATTACHMENT "G"

COMPENSATION TO CONSULTANT

The CONSULTANT shall receive compensation for such professional services under Attachment "A" of this Agreement in an hourly rate of \$50.00, unless an amendment to this Agreement is executed by the parties that increases the maximum amount payable.