



# Board of Public Works and Safety

## Agenda Item

## Cover Sheet

---

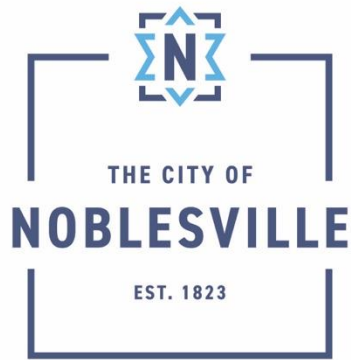
**MEETING DATE:** March 11, 2025

- Consent Agenda Item
- New Item for Discussion
- Previously Discussed Item
- Miscellaneous

**ITEM #: 8**

**INITIATED BY:** Patty Johnson

- Information Attached
- Verbal
- No Paperwork at Time of Packets



**TO: BOARD OF PUBLIC WORKS AND SAFETY**  
**FROM: PATTY JOHNSON, STREET COMMISSIONER**  
**SUBJECT: AWARDING BID FOR RIGHT OF WAY MOWING**  
**DATE: MARCH 4, 2025**

---

On February 25, 2025, the city received bids for Right of Way Mowing. After reviewing the bids and checking references I recommend the bid be awarded to GKM Property Services, who was the lowest most responsive and responsible bidder.

**SERVICES AGREEMENT**

This Services Agreement (hereinafter referred to as “Agreement”), entered into by and between the City of Noblesville, Indiana, a municipal corporation (hereinafter referred to as “City”) and GKM Property Services, Inc. (hereinafter referred to as “Contractor”), and its successors and assigns, is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

**SECTION I. INTERPRETATION AND INTENT**

- 1.1 The “Agreement”, as referred to herein, shall mean this Agreement executed by City and Contractor, and shall include this Services Agreement and the **Exhibit A and Exhibit B** attached hereto, and any written supplemental agreement or modification entered into between City and Contractor, in writing, after the date of this Agreement.
- 1.2 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between City and Contractor. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by City or Contractor which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This Agreement may be amended and modified only in writing signed by both City and Contractor.
- 1.3 In resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed by Contractor or other rights or obligations of City or Contractor the document or provision thereof expressing the greater quantity, quality or scope of service or imposing the greater obligation upon Contractor and affording the greater right or remedy to City, shall govern.
- 1.4 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 City solely by virtue of City or City’s representatives having drafted all or any portion of this Agreement.
- 1.5 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.

**SECTION II. DUTIES OF CONTRACTOR**

- 2.1 Contractor shall provide services as specified in **Exhibit A**, attached hereto and incorporated into this Agreement.

**SECTION III. TERM**

- 3.1 The term of this Agreement shall begin upon execution and terminate October 31, 2025, (“Termination Date”) unless terminated earlier in accordance with this Agreement.

**SECTION IV. COMPENSATION**

- 4.1 Contractor proposes to furnish all labor, materials and supplies in accordance with the conditions of this Agreement necessary to complete the work as defined in **Exhibit A**. Compensation shall not exceed **\$451,171.92** (\$\_\_\_).

## SECTION V. GENERAL PROVISIONS

- 5.1 Independent Contractor. The parties agree that Contractor is an independent contractor as that term is commonly used and is not an employee of the City. As such, Contractor is solely responsible for all taxes and none shall be withheld from the sums paid to Contractor. Contractor acknowledges that it is not insured in any manner by City for any loss of any kind whatsoever. Contractor has no authority, express or implied, to bind or obligate City in any way.
- 5.2 Subcontracting.  
Approval required. The parties agree that Contractor shall not subcontract, assign or delegate any portion of this Agreement or the services to be performed hereunder without prior written approval of City. In the event that City approves of any such subcontracting, assignment or delegation, Contractor shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. City shall have no obligation whatsoever toward such persons. Contractor shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Contractor of any responsibility for performing under this Agreement.
- 5.3 Necessary Documentation. N/A
- 5.4 Records; Audit. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of services under this Agreement. Contractor shall make such materials available at its offices at all reasonable times during the Agreement period copies thereof, if requested, shall be furnished at no cost to City.
- 5.5 Ownership.
- 5.5.1 “Works” means works of authorship fixed in any tangible medium of expression by Contractor or its officers, employees, agents or subcontractors in the course of performing the services under this Agreement, including, but not limited to, computer programs, electronic art, computer generated art, notes, specifications, drawings, flow charts, memoranda, correspondence, records, notebooks, documentation, reports and charts, regardless of the medium in which they are fixed, and all copies thereof.
- 5.5.2 All Works made or created by Contractor, either solely or jointly with City, in the course of Contractor’s performance of services under this Agreement shall be deemed to be works for hire and are and shall be the exclusive property of City. At City’s request, Contractor will execute all documents reasonably required to confirm or perfect ownership of such Works and any corresponding copyright rights in and to such Works in City. Without the prior written consent of City, Contractor shall not use, copy or prepare derivative works of the Works, or any parts of them, other than as related to the performance of this Agreement. During the performance of this Agreement, Contractor shall be responsible for loss or damage to the Works while they are in Contractor’s possession or control. Any

loss or damage shall be restored at Contractor's expense. City shall have free and unlimited access to the Works at all times and, upon demand, shall have the right to claim and take possession of the Works and all copies. Notwithstanding the foregoing, Contractor shall be entitled to retain a set of its work papers for archival purposes only, in accordance with applicable professional standards.

5.6 Insurance.

Minimum Insurance Requirements. Prior to commencing Work, the Contractor shall purchase and maintain from insurance companies lawfully authorized to do business in Indiana policies of insurance acceptable to the City, which afford the coverages set forth below. Insurance shall be written for not less than limits of liability specified or required by law, whichever coverage is greater, and shall include coverage for Contractor's indemnification obligations contained in this Agreement. Certificates of Insurance acceptable to the City shall be given to the City prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. Each policy must be endorsed to provide that the policy will not be cancelled or allowed to expire until at least thirty (30) days' prior written notice has been given to the City; provided however that such policies may be cancelled with only ten (10) days' prior notice for non-payment of premium. The required coverages and limits which Contractor is required to obtain are as follows:

A. Commercial General Liability

Limits of Liability:	\$2,000,000 General Aggregate
	\$2,000,000 Products & Completed Ops.
	\$1,000,000 Bodily Injury / Prop. Damage
	\$1,000,000 Personal / Advertising Injury
	\$1,000,000 Each Occurrence

B. Auto Liability

Limits of Liability:	\$500,000 Per Accident
Coverage Details	All owned, non-owned, & hired vehicles

C. Workers Compensation and Employer's Liability

As required by Indiana law.

D. Professional/Errors & Omissions Liability

Limits of Liability	\$1,000,000 Each Occurrence
	\$2,000,000 Aggregate

All coverage provided above shall be endorsed to include the City as an additional insured except for the Worker's Compensation / Employer's Liability and Professional/Errors & Omissions policy.

5.7 Termination for Cause or Convenience.

5.7.1 If Contractor 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 employed by it, or if it otherwise violates or fails to perform any term, covenant or provision of this Agreement, then City may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, in writing, provided that Contractor shall be given (1) not less than ten (10) calendar days written notice of City's intent to terminate, and (2) an opportunity for consultation with City prior to termination. In determining the amount of final payment to be made to Contractor 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 City to be incurred by reason of Contractor's default.

5.7.2 This Agreement may be terminated in whole or in part in writing by City for City's convenience; provided that Contractor is given (1) not less than ten (10) calendar days written notice of intent to terminate and (2) an opportunity for consultation with City prior to termination. If City terminates for convenience, Contractor's compensation shall be equitably adjusted.

5.7.3 Upon receipt of notice of termination for default or for City's convenience, Contractor shall (1) promptly discontinue all services affected, unless the termination notice directs otherwise, and (2) deliver or otherwise make available to City all Works and such other information, materials or documents as may have been accumulated by Contractor in performing this Agreement, whether completed or in process.

5.7.4 If, after termination for Contractor's default, it is determined that Contractor was not in default, the termination shall be deemed to have been made for the convenience of City. In such event, adjustment of the price provided for in this Agreement shall be made as provided in Section 5.8.1 and the recovery of such price adjustment shall be Contractor's sole remedy and recovery.

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

5.9 Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City and its board, agents and employees of any of them (“Indemnitees”) from and against claims, damages, losses and expenses, including but not limited to attorneys’ fees and court costs and other expenses, arising out of or resulting from any negligent acts, errors, or omissions of the Work. The Contractor’s indemnification under this Section shall survive both final payment and the termination of this Agreement.

5.10 Notice. Any notice required to be sent under this Agreement shall be sent by internationally recognized overnight courier, certified mail, or other delivery method which provides confirmation of receipt and shall be directed to the persons and addresses specified below (or such other persons and/or addresses as any party may indicate by giving notice to the other party):

To Contractor:

GKM Property Services, Inc.  
Attn: Brody Kalbaugh  
20242 Hague Road  
Noblesville, IN 46062

To City:

City of Noblesville  
Attn: City Clerk  
16 S. 10<sup>th</sup> Street  
Noblesville, IN 46060

*Courtesy Copy:*

City Attorney  
16 S. 10<sup>th</sup> Street  
Noblesville, IN 46060

5.11 Disputes. Contractor shall carry on all work required under this Agreement and maintain the schedule for services during all disputes or disagreements with City. No work shall be delayed or postponed pending resolution of any disputes or disagreements except as Contractor and City may otherwise agree in writing. Should Contractor fail to continue to perform its responsibilities as regards all non-disputed work without delay, any additional costs incurred by City or Contractor as a result of such failure to proceed shall be borne by Contractor, and Contractor shall make no claim against the City for such costs. City may withhold payments on disputed items pending resolution of the dispute.

5.12 Non-discrimination. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin. The Contractor will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

5.13 Conflict of Interest.

- 5.13.1 Contractor certifies and warrants to City that neither it nor any of its officers, agents, employees, or subcontractors who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with City.
- 5.13.2 For purposes of compliance with IC 36-1-21, Contractor certifies and warrants to City that Contractor, or a person who wholly or partially owns Contractor, is not a relative, as that term is defined by IC 36-1-21-3, of an elected official of Noblesville, Indiana.
- 5.14 Non-contingent Fees. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty City shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
- 5.15 Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement – or to enjoy any of its benefits – because of fire, explosion, power blackout, natural disaster, strike, embargo, labor disputes, war, terrorism, acts of God, acts or decrees of governmental bodies or other causes beyond such party’s reasonable control (hereinafter referred to as Force Majeure Event), the party who has been so affected shall immediately give notice to the other and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement shall immediately be suspended except for payment obligations with respect to service already provided. If the period of nonperformance exceeds sixty (60) days from the receipt of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.
- 5.16 Applicable Laws; Forum.
- 5.16.1 Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included in this Agreement are hereby incorporated by reference. This includes, but is not limited to, the Federal Civil Rights Act of 1964 and, if applicable, the Drug-Free Workplace Act of 1988. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by City and Contractor to determine whether the provisions of the Agreement require formal modification.
- 5.16.2 This Agreement shall be construed in accordance with the laws of the State of Indiana, and by all applicable Municipal Ordinance or Codes of the City of Noblesville, County of Hamilton. Suit, if any, shall be brought in the State of Indiana, County of Hamilton.
- 5.17 Waiver. City’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 City’s rights or remedies.



- 5.18 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.
- 5.19 Attorneys' Fees. Contractor shall be liable to City for reasonable attorneys' fees incurred by City in connection with the collection or attempt to collect, any damages arising from the negligent or wrongful act or omission of Contractor, or from Contractor's failure to fulfill any provisions or responsibility provided herein.
- 5.20 Successors and Assigns. City and Contractor 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 all covenants of this Agreement; except as otherwise provided herein, Contractor shall not assign, sublet or transfer its interest in this Agreement without the written consent of City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of City or the Contractor.
- 5.21 Authority to Bind Contractor. Notwithstanding anything in this Agreement to the contrary, the signatory for Contractor represents that he/she has been duly authorized to execute agreements on behalf of Contractor and has obtained all necessary or applicable approval from the home office of Contractor to make this Agreement fully binding upon Contractor when his/her signature is affixed and accepted by City.
- 5.22 Debarment and Suspension
- 5.22.1 Contractor 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 Contractor.
- 5.22.2 Contractor certifies, by entering into this Agreement, that it does not engage in investment activities in Iran as more particularly described in IC 5-22-16.5.
- 5.22.3 Contractor shall provide immediate written notice to City if, at any time after entering into this Agreement, Contractor learns that its certifications were erroneous when submitted, or Contractor is debarred, suspended, proposed for debarment, declared ineligible, has been included on a list or received notice of intent to include on a list created pursuant to IC 5-22-16.5, 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.

5.22.4 Contractor shall not subcontract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in any Federal assistance programs by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana.

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

5.23.1 Contractor and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that Contractor or its subcontractor subsequently learns is an unauthorized alien. If Contractor violates this Section 5.24, City shall require Contractor to remedy the violation not later than thirty (30) days after City notifies Contractor. If Contractor fails to remedy the violation within the thirty (30) day period, City shall terminate the contract for breach of contract. If City terminates the contract, Contractor shall, in addition to any other contractual remedies, be liable to City for actual damages. There is a rebuttable presumption that Contractor did not knowingly employ an unauthorized alien if Contractor verified the work eligibility status of the employee through the Program.

5.23.2 If Contractor employs or contracts with an unauthorized alien but City determines that terminating the contract would be detrimental to the public interest or public property, City may allow the contract to remain in effect until City procures a new contractor.

5.23.3 Contractor 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. Contractor shall maintain on file a certification from each subcontractor throughout the duration of the Project. If Contractor determines that a subcontractor is in violation of this Section 5.24, Contractor may terminate its contract with the subcontractor for such violation.

5.23.4 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 Contractor's enrollment in the Program, unless the Program no longer exists, shall be filed with City prior to the execution of this Agreement. This Agreement shall not be deemed fully executed until such affidavit is filed with the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates subscribed below.

GKM Property Services, Inc. (Contractor)

By: 

Date: 2/18/2025

Printed: Broderick J Kalbaugh

Title: President / CFO

Approved by the Board of Public Works and Safety of the City of Noblesville this \_\_\_\_\_ day of \_\_\_\_\_ 202\_.

\_\_\_\_\_  
JACK MARTIN, PRESIDENT

\_\_\_\_\_  
JOHN DITSLEAR, MEMBER

\_\_\_\_\_  
LAURIE DYER, MEMBER

\_\_\_\_\_  
ROBERT J. ELMER, MEMBER

\_\_\_\_\_  
RICK L. TAYLOR, MEMBER

ATTEST:

\_\_\_\_\_  
EVELYN L. LEES, CLERK  
CITY OF NOBLESVILLE, INDIANA

## Exhibit A

### 2025 Right of Way Mowing

#### ITEMIZED PROPOSAL

Item No.	Description	Sq. Feet	Monthly Maintenance	Extended Price (7 months)
1.0	9th Street & Center Drive	9,866	\$ 56.43	\$ 395.03
2.0	10th Street and Fairview Parkway	1,832	\$ 10.48	\$ 73.35
3.0	19th Street and Division-NW Corner	3,614	\$ 20.67	\$ 144.70
4.0	20th Street between Division and Mulberry	3,235	\$ 18.50	\$ 129.53
5.0	146th & Olio	314,176	\$ 1,797.09	\$ 12,579.61
6.0	1150 Abermarle Circle	10,905	\$ 62.38	\$ 436.64
7.0	14700 River Road	11,570	\$ 66.18	\$ 463.26
8.0	20601 Hague Road	7,038	\$ 40.26	\$ 281.80
9.0	407 Division (old IDI property)	16,872	\$ 96.51	\$ 675.55
10.0	Bismark & Pleasant	3,693	\$ 21.12	\$ 147.87
11.0	Boden Road & 156th Street	118,472	\$ 677.66	\$ 4,743.62
12.0	Boden Road & 166th Street	7,946	\$ 45.45	\$ 318.16
13.0	Boden Road-Autumn Breeze Apts to Campus Pkwy	128,198	\$ 733.29	\$ 5,133.05
14.0	Brooks School-141st to 136th Street	222,940	\$ 1,275.22	\$ 8,926.52
15.0	Brooks School-Campus Pkwy to 141st	62,958	\$ 360.12	\$ 2,520.84
16.0	Butterfly-Clover-Dragonfly	12,417	\$ 71.03	\$ 497.18
17.0	Campus Parkway at I69	9,251	\$ 52.92	\$ 370.41
18.0	Carrigan Bridge	1,092	\$ 6.25	\$ 43.72
19.0	Cherry Street East of 19th Street	5,325	\$ 30.46	\$ 213.21
20.0	City Hall Tan Parking Lot	264	\$ 160.00	\$ 1,120.00
21.0	City Hall	842	\$ 220.00	\$ 1,540.00
22.0	Cumberland Road & Douglas Floyd Pkwy	77,366	\$ 442.53	\$ 3,097.73
23.0	Cumberland - Mercantile to 166th	26,218	\$ 149.97	\$ 1,049.77
24.0	Cumberland - North Point Blvd to 150th	70,046	\$ 400.66	\$ 2,804.64
25.0	Field Drive-10th Street to SR19	136,446	\$ 780.47	\$ 5,463.30
26.0	Fire Station #72 - 400 South Harbour Drive	6,759	\$ 240.00	\$ 1,680.00
27.0	Fire Station #73 - 2101 Greenfield Avenue	1,862	\$ 220.00	\$ 1,540.00
28.0	Fire Station #74 - 20777 Hague Road	5,706	\$ 220.00	\$ 1,540.00
29.0	Fire Station #75 - 10170 E. 191st Street	1,469	\$ 260.00	\$ 1,820.00
30.0	Fire Station #76 - 16800 Hazel Dell Road	9,063	\$ 260.00	\$ 1,820.00
31.0	Fire Station #77 - 15251 Olio Road	28,287	\$ 300.00	\$ 2,100.00
32.0	Greenfield & Cumberland Road	34,895	\$ 199.60	\$ 1,397.20
33.0	Greenfield-16th to Audubon	36,845	\$ 210.75	\$ 1,475.27
34.0	Greenfield-Audubon to SR37	29,026	\$ 166.03	\$ 1,162.20
35.0	Greenfield-South Street to Monticello Court	4,740	\$ 27.11	\$ 189.79
36.0	Hague Road & 196th Street	76,526	\$ 437.73	\$ 3,064.10
37.0	Hague Road & 209th Street	30,061	\$ 171.95	\$ 1,203.64
38.0	Hague Road-Lakeview Dr to Fox Chase Dr	46,439	\$ 265.63	\$ 1,859.42
39.0	Hague Road-Lakeview Dr to SR38	191,203	\$ 1,093.68	\$ 7,655.77
40.0	Hague Road-SR38 to SR32	374,244	\$ 2,140.68	\$ 14,984.73
41.0	Hazel Dell-146th to Walk Tunnel	283,452	\$ 1,621.35	\$ 11,349.42

42.0	Hazel Dell-156th to Bladen Drive	130,628	\$ 747.19	\$ 5,230.35
43.0	Hazel Dell-161st to Belchamp Drive	105,720	\$ 604.72	\$ 4,233.03
44.0	Hazel Dell-169th to SR32	279,084	\$ 1,596.36	\$ 11,174.52
45.0	Hazel Dell-Belchamp Dr to 169th	119,558	\$ 683.87	\$ 4,787.10
46.0	Hazel Dell-Bladen Drive to 161st	67,040	\$ 383.47	\$ 2,684.28
47.0	Hazel Dell-Walk Tunnel to 156th	162,161	\$ 927.56	\$ 6,492.93
48.0	Herriman-Wellington Pkwy to Abby Road	4,818	\$ 27.56	\$ 192.91
49.0	Howe Road & 146th Street	28,714	\$ 164.24	\$ 1,149.71
50.0	Howe Road and Greenfield Roundabout	12,715	\$ 72.73	\$ 509.11
51.0	Little Chicago Road at Carrigan	82,737	\$ 473.26	\$ 3,312.79
52.0	Little Chicago Road -Buttonwood to Hawthorne Pl	78,211	\$ 447.37	\$ 3,131.57
53.0	Little Chicago-Buttonwood to SR38	229,444	\$ 1,312.42	\$ 9,186.94
54.0	Little Chicago Road-191st to SR38	89,822	\$ 513.78	\$ 3,596.47
55.0	Little Chicago Road-Planer Dr to 191st	135,654	\$ 775.94	\$ 5,431.59
56.0	Little Chicago-Promenade of Nob. Pkwy to Sandbrook	104,441	\$ 597.40	\$ 4,181.82
57.0	Little Chicago-Sandbrook Ct to Planer Drive	245,208	\$ 1,402.59	\$ 9,818.13
58.0	Little Chicago-SR32 to Promenade of Nob Pkwy	116,500	\$ 666.38	\$ 4,664.66
59.0	Logan and SR19	50,027	\$ 286.15	\$ 2,003.08
60.0	Lot South of Riverside on Division	92,549	\$ 529.38	\$ 3,705.66
61.0	Marilyn Road & 136th Street	6,417	\$ 36.71	\$ 256.94
62.0	Marilyn Road & 141st Street	110,581	\$ 632.52	\$ 4,427.66
63.0	Marilyn Road just North of Campus Parkway	8,415	\$ 48.13	\$ 336.94
64.0	North Allisonville-Map 1	15,344	\$ 87.77	\$ 614.37
65.0	North Allisonville-Map 2	1,474	\$ 8.43	\$ 59.02
66.0	Northpoint Blvd-Cumberland to 146th (Map 1 of 4)	11,114	\$ 63.57	\$ 445.00
67.0	Northpoint Blvd-Cumberland to 146th (Map 2 of 4)	37,184	\$ 212.69	\$ 1,488.85
68.0	Northpoint Blvd-Cumberland to 146th (Map 3 of 4)	31,721	\$ 181.44	\$ 1,270.11
69.0	Northpoint Blvd-Cumberland to 146th (Map 4 of 4)	5,521	\$ 31.58	\$ 221.06
70.0	Old Town - North of Historic Pleasant - West of 9th	660,424	\$ 3,777.63	\$ 26,443.38
71.0	Old Town - South of Historic Pleasant - West of 9th	540,458	\$ 3,091.42	\$ 21,639.94
72.0	Pleasant Street Islands	9,643	\$ 55.16	\$ 386.11
73.0	Pleasant Street Phase I	762,300	\$ 4,360.36	\$ 30,522.49
74.0	Pleasant Street -Presley to Union Chapel	203,923	\$ 1,166.44	\$ 8,165.08
75.0	Presley Drive & TLC Crossing	123,415	\$ 705.93	\$ 4,941.54
76.0	Promise Road and 141st Street	3,577	\$ 20.46	\$ 143.22
77.0	Public Safety Building Overflow Lot	266	\$ 140.00	\$ 980.00
78.0	Public Safety Building	1,071	\$ 220.00	\$ 1,540.00
79.0	River Road and SR32	22,404	\$ 128.15	\$ 897.06
80.0	South 10th Street Roundabout	1,435	\$ 8.21	\$ 57.46
81.0	South Allisonville-Ashbourne Dr to 146th	101,063	\$ 578.08	\$ 4,046.56
82.0	South Allisonville-Carbon to Viaduct	256,629	\$ 1,467.92	\$ 10,275.43
83.0	South Allisonville-Viaduct to Westminster	71,624	\$ 409.69	\$ 2,867.82
84.0	South Allisonville-Westminster to Ashbourne	80,059	\$ 457.94	\$ 3,205.56
85.0	SR32 and North Presley Blvd	70,561	\$ 403.61	\$ 2,825.26
86.0	SR32 Roundabouts	216,084	\$ 1,236.00	\$ 8,652.00
87.0	SR37 - 191st to City Limits	586,032	\$ 1,676.05	\$ 11,732.36

88.0	SR37 Map 1 *	832,631	\$ 2,381.32	\$ 16,669.27
89.0	SR37 Map 2b *	1,057,895	\$ 3,025.58	\$ 21,179.06
90.0	SR37 - SR38 to 191st	748,271	\$ 2,140.06	\$ 14,980.39
91.0	Tegler & Olio	283,469	\$ 1,621.44	\$ 11,350.10
92.0	Town & Country-Mercantile to Union Chapel	254,940	\$ 1,458.26	\$ 10,207.80
93.0	Union Chapel-166th to Eldorado	13,633	\$ 77.98	\$ 545.87
94.0	Union Chapel-Conner to Pleasant	54,583	\$ 312.21	\$ 2,185.50
95.0	Union Chapel-Greenfield to Promise Road Elem.	396,806	\$ 2,269.73	\$ 15,888.11
96.0	Union Chapel-Pleasant to Town & Country	239,778	\$ 1,371.53	\$ 9,600.71
97.0	Union Chapel-Town & Country to 166th	160,025	\$ 915.34	\$ 6,407.40
98.0	Vine-13th to 14th	5,465	\$ 31.26	\$ 218.82
		12,544,425	TOTAL:	\$ 451,171.92

**Total Mowing Costs =** \$451,171.92 (Figures)  
Four Hundred Fifty One Thousand One Hundred Seventy One 92/10 (Words)

**Cost per square foot for additional mowing:** \$ 65.34 Per Acre  
0.0015 Per Sqft 65.34

\* Every other week mowing schedule

These prices are the sum of the unit prices multiplied by the quantity for each item. Whereas any mathematical computation error exists causing Total Estimated Construction Costs to be stated incorrectly, the Undersigned acknowledges that the unit prices, as stated above, shall govern.

The above stated items covers all work, labor, equipment, and manpower to complete project. Prospective bidder accepts and agrees to complete the project in accordance with the Bid Specifications and Maps.

**Base Bid: Total Estimated Construction Costs =** \$451,171.92

CONTRACTOR: GKM Property Services, Inc.  
ADDRESS: 20242 Hague Road  
Noblesville, IN 46060  
TELEPHONE: (317) 764-8599  
FAX: N/A  
CONTACT: Brody Kalbaugh  
EMAIL: bk@gkmlandscaping.com & office@gkmlandscaping.com

Respectfully submitted,  
GKM Property Services, Inc.  
Contractor  
(Individual) (Partnership) or Corporation

By: (SIGNED) *Brody Kalbaugh*  
By: (TYPED) Broderick J Kalbaugh  
Title: President / CFO  
Address: 20242 Hague Road  
Noblesville, IN 46062  
Date: ~~4/17/25~~ 2/18/25

The above Bidder acknowledges receipt of Addenda Nos. 0

Note: The legal status of the Bidder, whether as an individual, partnership, or corporation must be indicated as above, and all pertinent information as required by the Specifications must be furnished.

**E-Verify Affidavit**

Pursuant to Indiana Code 22-5-1.7-11, the Contractor entering into a contract with the City is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the City, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

(Contractor): GKM Property Services, Inc.

By (Written Signature): 

(Printed Name): Broderick J Kalbaugh

(Title): President / CFO


*Important - Notary Signature and Seal Required in the Space Below*

STATE OF Indiana

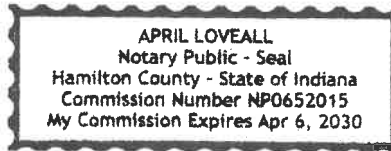
SS:

COUNTY OF Hamilton

Subscribed and sworn to before me this 18th day of February,  
2025.

My commission expires: 4/06/2030 (Signed) 

a. Residing in Hamilton County, State of Indiana



 **AIA** Document A310™ – 2010

**Bid Bond**

**CONTRACTOR:**  
(Name, legal status and address)

GKM Property Services, Inc.  
20242 Hague Road  
Noblesville, IN 46062

**SURETY:**  
(Name, legal status and principal place of business)

Old Republic Surety Company  
18500 W Corporate Drive, Suite 170  
Brookfield, WI 53045

**OWNER:**  
(Name, legal status and address)

City of Noblesville  
16 S. 10th Street  
Noblesville, IN 46060

**BOND AMOUNT:** Ten Percent of the Amount of the Total Bid Including Alternates  
(10% of the Amount of the Total Bid Including Alternates)

**PROJECT:**  
(Name, location or address, and Project number, if any)

2025 Right of Way Mowing

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

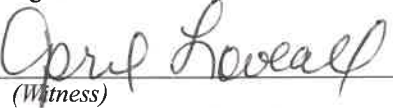
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.


If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

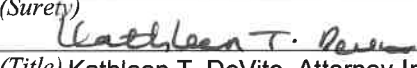
Signed and sealed this 25th day of February, 2025

  
(Witness)

  
(Witness) Beth Collins

GKM Property Services, Inc.  
(Principal)  (Seal)

(Title) Old Republic Surety Company

(Surety)  (Seal)  
(Title) Kathleen T. DeVito, Attorney-In-Fact

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**

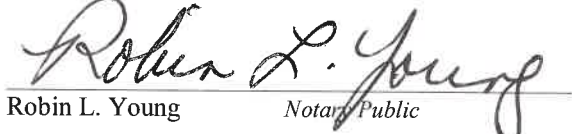
**Init.** AIA Document A310™ – 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org. 061110

STATE OF INDIANA

County of Marion

On this 25<sup>th</sup> day of February, 2025, before the subscriber, a Notary Public of the State of Indiana, in and for the County of Hamilton, duly commissioned and qualified, came Kathleen T. DeVito, Attorney-In-Fact of the Old Republic Surety Company, to me personally known to be the individual described in, and who executed the preceding and foregoing instrument, and acknowledged the execution of the same, and being by me duly sworn, deposed and says that he/she is the said Attorney-In-Fact for the Company aforesaid, and that the seal affixed to the foregoing instrument is the corporate seal of said Company and that said corporate seal and his/her signature were duly affixed and subscribed to the said instrument by the authority and direction of the said Company.

In Witness Whereof, I have hereunto set my hand affixed my official seal this day and year first above written.

  
Robin L. Young Notary Public

ROBIN L. YOUNG  
Notary Public, State of Indiana  
SEAL





# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: **ANDREW S. APPEL, KATHLEEN T. DEVITO, ROBIN L. YOUNG** of INDIANAPOLIS, IN

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 8th day of February, 2023

Karen J. Haffner  
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 8th day of February, 2023, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson  
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



45-0992

ORSC 22262 (3-06)

Signed and sealed at the City of Brookfield, WI this 25th day of February, 2025

Karen J. Haffner  
Assistant Secretary

**NON-COLLUSION AFFIDAVIT**  
**2025 RIGHT OF WAY MOWING CONTRACT**  
**NOBLESVILLE, INDIANA**


The Bidder, by its officers and agents or representatives present at the time of filing this bid, being duly sworn, on their oaths say that neither they nor any of them have in any way directly or indirectly entered into any arrangement or agreement with any other Bidder or with any public officer whereby such affiant or affiants, or either of them has paid or is to pay such other Bidder or public officer anything of value whatsoever, or such affiant or affiants, or either of them has not directly or indirectly entered into any arrangement with any other Bidder or Bidders which tends to or does lesson or destroy free competition in the letting of the contract sought for by the attached quotes; that no inducement of any form or character other than that which appears upon the face of the quote will be suggested, offered, paid, or delivered to any person whomsoever to influence the acceptance of the said quote or awarding of the Contract, nor has this Bidder any agreement or understanding of any kind whatsoever with any person whomsoever, to pay, deliver to, or share with any person in any way or manner any of the proceeds of the Contract sought by this quote.

Witness our hands this 18th day of February, 2025.

Name: GKM Property Services, INC

Address: 20242 Hague Road

Noblesville, IN 46062

By: , President / CFO  
Broderick J. Kalbaugh Title



# CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)  
Prescribed by State Board of Accounts

## PART I

(To be completed for all bids. Please type or print)

Date (month, day, year): 2/18/2025

1. Governmental Unit (Owner): City of Noblesville - Street Department

2. County : Hamilton

3. Bidder (Firm): GKM Property Services, Inc.

Address: 20242 Hague Road

City/State/ZIPcode: Noblesville, IN 46062

4. Telephone Number: (317) 764-8599

5. Agent of Bidder (if applicable): \_\_\_\_\_

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of 2025 Right of Way Mowing Contract

(Governmental Unit) in accordance with plans and specifications prepared by City of Noblesville

and dated 2/03/2025 for the sum of

Four hundred Fifty One Thousand One hundred Seventy One dollars and Ninty Two Cents \$ 451,171.92

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

### CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS

(If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

**ACCEPTANCE**

The above bid is accepted this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, subject to the following conditions: \_\_\_\_\_

Contracting Authority Members:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**PART II**

*(For projects of \$150,000 or more – IC 36-1-12-4)*

Governmental Unit: City of Noblesville - Street Department

Bidder (Firm) GKM Property Services, Inc.

Date (month, day, year): 2/18/2025

These statements to be submitted under oath by each bidder with and as a part of his bid. Attach additional pages for each section as needed.

**SECTION I EXPERIENCE QUESTIONNAIRE**

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner
36,324.00	Landscape Maintenance	Ongoing	FBI Building - Indianapolis
379,877.31	Mowing	10/31/24	City of Noblesville - Street Dept.
169,773.84	Landscape Maintenance	10/31/24	City of Noblesville - Street Dept.
39,164.69	Backfill/Grading/Seeding Install	11/2024	JMS - Lafayette WWTP Solar

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner
25,195.00	RAB SR38/Oakmont Install	4/2025	City of Noblesville - Street Dept.
45,782.24	Grading/Clearing Trees	5/2025	JMS - St Meinrad Archabbey PH II
22,928.00	Landscape Maintenance	10/31/2025	Hamilton County Government
9,032.00	Landscape Maintenance	10/31/2025	Hamilton County Government

3. Have you ever failed to complete any work awarded to you? No If so, where and why?

---

---

---

4. List references from private firms for which you have performed work.

<u>Cabela's Inc - Noblesville (Clifton Myers)</u>	<u>Charter Point HOA (Robin Wiggins)</u>
<u>ITown Church - Fishers (Dakota Whitmer)</u>	<u>Union Chappel HOA (Victoria Getman)</u>
<u>Mustard Seed - Noblesville (Mark Skipper)</u>	<u>Morse Point(Robin Wiggins)</u>
<u>Davis Building (Mike Davis)</u>	<u>Ruoff (Scott Dorrell)</u>
<u>Johnson Mellow (JMS) - Several Projects (Zach Simms)</u>	<u>Noble Industries (Greg Parker)</u>

## SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. *(Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)*

We can start work according to the Mowing Maintnance Specifications provided (April 1st, 2025  
or as directed) We will have two - four man crews to mow large sections of the city and two -  
two or three man crews for smaller sections. Mowing will be completed on a weekly basis.

---

---

2. Please list the names and addresses of all subcontractors *(i.e. persons or firms outside your own firm who have performed part of the work)* that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

Richard White, Masterpiece Mowing and More. Mowing  
Zach Bruce, New Vision Lawn and Landscaping. Landscape Maintenance & Mowing

---

---

---

3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

Masterpiece Mowing has mowed with us on the city. If we decide to use  
them we will have him mow the small sections. They will be under us  
and supervised by the mowing operations manager.

(2) Crew Cab Trucks with 20' trailers (4) 60' Z Riders with shoot guards

(2) 52' walk behinds with shoot guards

4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

(2) Crew Cab Overs with mow body, (2) Single Cab Overs with mow body

(10) 61' Wright Standard mowers with shoot guards (1) 60' Exmark walk behind with

guards, (4) 52' Exmark walk behind with shoot guards (16) Back pack Blowers

(16) String Trimmers

5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

Yes

### SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

SECTION IV CONTRACTOR'S NON – COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at Noblesville, IN this 18th day of February, 2025

GKM Property Services, Inc.  
(Name of Organization)

By [Signature]

Broderick J. Kalbaugh  
(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF Indiana )  
 ) ss  
COUNTY OF Hamilton )

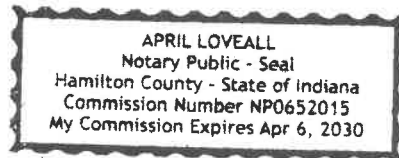
Before me, a Notary Public, personally appeared the above-named Broderick J. Kalbaugh and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this 18th day of February, 2025.

[Signature]  
Notary Public

My Commission Expires: 4/6/2030

County of Residence: Hamilton



**BID OF**

GKM Property Services, Inc. \_\_\_\_\_  
(Contractor)

20242 Hague Road \_\_\_\_\_  
(Address)

Noblesville, IN 46062 \_\_\_\_\_

**FOR  
PUBLIC WORKS PROJECTS  
OF**

2025 Right of Way Mowing Contract \_\_\_\_\_

City of Noblesville - Street Department \_\_\_\_\_

Filed \_\_\_\_\_

Action taken \_\_\_\_\_



# GKM PROPERTY SERVICES, INC

## Balance Sheet

As of December 31, 2024

	TOTAL
<b>ASSETS</b>	
Current Assets	
Bank Accounts	\$37,933.89
Accounts Receivable	\$539,178.59
Other Current Assets	\$18,349.26
<b>Total Current Assets</b>	<b>\$595,461.74</b>
Fixed Assets	\$145,616.26
Other Assets	\$0.00
<b>TOTAL ASSETS</b>	<b>\$741,078.00</b>
<b>LIABILITIES AND EQUITY</b>	<b>\$741,078.00</b>