

WHITESTOWN



PUBLIC WORKS

2026 Mowing Bid:

Vendors Requested for Quotes:

Cline Property Management	Brightview Lanscapes, LLC	Cutting Edge Lawn Care
\$ 100,387	\$106,291	\$67,200



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)

1. Governmental Unit (Owner): TOWN OF WHITESTOWN
2. County: BOONE
3. Bidder (Firm) CLINE PROPERTY MANAGEMENT
Address: 6867 SEATTLE SLEW DR.
City/State/ZIPcode: WHITESTOWN, IN 46075
4. Telephone Number: 317-677-4709
5. Agent of Bidder (if applicable): MICHAEL CLINE

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of 2026 MUNICIPAL MOWING MAINTENANCE TOWN OF WHITESTOWN (Governmental Unit) in accordance with plans and specifications prepared by CLINE PROPERTY MANAGEMENT and dated 2-18-26 for the sum of \$ 100,387

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 on this day according to the following conditions:

Contracting Authority Members:

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

Governmental Unit: N/A

Bidder (Firm) _____

Date (month, day, year): _____

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
\$ 125,377	MOWING	11/1/05	TOWN OF WHITESTOWN 6210 VETERANS DR. WHITESTOWN, IN 46075

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
N/A			

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.

WOODS AT HUDDERSFIELD

HUDDERSFIELD HOA @ GMAIL. COM

DAWN TIL DUSK DAYCARE

OWNER @ DAWNTILOUSKDAYCARE.COM

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 WOULD START MOWING AROUND APRIL 1ST 2026. WORK WOULD END LAST WEEK OF OCTOBER 2026. WE WILL HAVE THREE GUYS MOWING WEEKLY. GREENWORKS WILL BE SPRAYING IN APRIL OR MAY. WE SUCCESSFULLY WON THE BID LAST YEAR & WOULD GREATLY APPRECIATE THE OPPORTUNITY TO KEEP WHITESTOWN LOOKING BEAUTIFUL.

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.

DILL GREENWOOD OWNER OF GREEN WORKS
LAWN CARE

18340 JOUET RD SHERIDAN, IN 46069
GREEN WORKS WILL BE APPLYING THE CHEMICALS
FOR C.P.M.

3. If you intend to subcontract 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.

N/A

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 TORO 72" MOWERS

2 TORO 52" MOWERS

3 FS91R TRIMMERS

2 BOO BACK PACK BLOWERS

2 STEEL GREEN SPRAYERS

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.

NO. THE MOST ACCURATE WAY I CAME UP WITH MY PRICING WAS DRIVING ALL THE PROPERTIES NEEDING MOWING, I LOOKED AT SQUARE FOOTAGE, DIFFICULTY, FUEL USED, MATERIALS USED, & WEAR & TEAR ON EQUIPMENT

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 10:41 AM this 17th day of FEBRUARY 2026

CLINE PROPERTY MANAGEMENT
(Name of Organization)

B Michael J. Cline

OWNER
(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF INDIANA)
COUNTY OF BOONE)ss

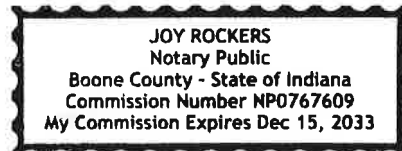
Before me, a Notary Public, personally appeared the above-named Michael Cline and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this 17th day of February 2026

Joy Rockers
Notary Public

My Commission Expires: 12/15/33

County of Residence: Boone



BID OF

CLINE PROPERTY MANAGEMENT

(Contractor)

6807 SEATTLE SLEW DR

(Address)

WHITESTOWN, TN 36005

FOR

PUBLIC WORKS PROJECTS OF

2026 ANNUAL MOWING

MAINTENANCE, TOWN OF

WHITESTOWN

Filed _____

Action taken _____

**Town of Whitestown Uniform
Contract for Services**

CUNE PROPERTY MANAGEMENT
Service Provider

MOWING
Type of Service

This Uniform Contract for Services (hereinafter referred to as "Agreement"), entered into by and between the Town of Whitestown, Indiana and/or Whitestown Municipal Utilities, (hereinafter referred to as "Whitestown"), and (hereinafter referred to as "Contractor"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants and other good and valuable consideration, the adequacy of which is mutually acknowledged, the parties agree as follows:

SECTION I. DUTIES OF CONTRACTOR.

- 1.01 The Contractor shall provide the services as set forth or described in *Attachment A*, attached to and made a part of this Agreement. The Contractor agrees that the services shall be consistent with generally accepted commercial standards in the relevant trades or professions. To the extent *Attachment A* purports to incorporate contractual terms of service, any such terms are voidable at the option of Whitestown.

SECTION II. TERM.

- 2.01 This Agreement shall be in effect until the services described in *Attachment A* are fully and satisfactorily performed and Whitestown has paid Contractor for applicable services, unless earlier terminated in accordance with this Agreement.
- 2.02 This Agreement may be renewed beyond the expiration by agreement of parties. The term of the renewal shall not be longer than the term of the original Agreement. A renewal shall be by written notice sent by either party and written acceptance by the other. All other terms and conditions of the Agreement shall remain the same as set forth herein and may be amended only by written instrument signed by both Whitestown and Contractor and attached hereto as an amendment, and following approval of such amendment by the Whitestown Town Council.

SECTION III. COMPENSATION OF THE CONTRACTOR.

- 3.01 The Contractor shall furnish all labor, materials, supplies, and services in accordance with the conditions of this Agreement necessary to complete the services as defined in *Attachment A*.
- 3.02 Payment will be for the amount set forth in *Attachment A*. No payments will be provided prior to commencement of services, absent a performance bond from Contractor adequate to cover the cost of completing such services.
- 3.03 Contractor shall submit a properly itemized invoice referencing services performed and/or applicable expenses incurred under this Agreement. Contractor shall cooperate with and provide any other necessary information to Whitestown. Whitestown will pay Contractor within ninety (90) days after receipt of such properly itemized and legitimate claim forms under agreed schedules, and following approval of such claim(s) by the Whitestown Town Council as provided by law. All payments are further subject to appropriations as required by applicable law.

SECTION IV. GENERAL PROVISIONS.

- 401 Independent Contractor. The parties agree that Contractor is an independent contractor as that term is commonly used and is not an employee of Whitestown. 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 Whitestown for any loss of any kind whatsoever. The Contractor has no authority, express or implied, to bind or obligate Whitestown in any way.

- 4.02 Subcontracting. The parties agree that Contractor shall not subcontract, assign or delegate any responsibility to perform services to be performed pursuant to this Agreement without prior written approval of the Town Manager of Whitestown or his/her designee. In the event that Whitestown approves of any such subcontracting, assignment or delegation, Contractor shall remain responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. Whitestown 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. Contractor shall be responsible for a background, criminal history, and e-verify check on any additional person involved in performing services pursuant to this Agreement, and the Contractor and any additional persons shall have the duty to report an arrest or the filing of criminal charges against them in writing to the Town Manager of Whitestown.
- 4.03 Necessary Qualifications. Contractor certifies that it will furnish to Whitestown, if requested, any and all documentation, certification, authorization, license, permit, or registration required by the laws or rules and regulations of Whitestown, other units of local government, the State of Indiana, and the United States. Contractor further certifies that it is now and will remain in good standing with such governmental agencies and that it is now and will maintain all licenses, permits, registrations, authorizations, or certifications, as applicable to the services in force during the term of this Agreement.
- 4.04 Confidentiality of Whitestown Information. Contractor understands that the information provided to it or obtained from Whitestown during the performance of its services may be confidential and may not, without prior written consent of Whitestown, be disclosed to a person not in Whitestown's employ except to employees or agents of Contractor who have a need to know in order to provide the services. Further, Contractor's Work Product generated during the performance of this Agreement is confidential to Whitestown. The obligations of this section shall survive the termination of this Agreement and shall be applicable to the full extent permissible under statutes governing access to public records. Confidential information shall not include information that: (a) was known by Contractor at the time it was received; (b) is, as of the time of its disclosure or thereafter becomes, part of the public domain through a source other than Contractor; (c) is made known to Contractor by a third person who does not impose any obligation of confidence on Contractor with respect to such information; (d) is required to be disclosed pursuant to governmental authority, law, regulation, duly authorized subpoena, or court order whereupon Contractor shall provide notice to Whitestown prior to such disclosure; or (e) information that is independently developed by Contractor without references to the confidential information. Contractor shall not, under any circumstances, release information provided to it by, or on behalf of, Whitestown that is required to be kept confidential by Whitestown pursuant to Indiana law, except as contemplated by this section, clause (d).
- 4.05 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 and for three (3) years from termination or the date of final payment under this Agreement for inspection by Whitestown or any other authorized representative of Whitestown. Copies thereof, if requested, shall be furnished at no cost to Whitestown.
- 4.06 Ownership of Documents and Materials. All documents, including records, programs, data, film, tape, articles, memos, and other materials, created or developed under this Agreement, shall be considered "work for hire" and the Contractor transfers any ownership claim to Whitestown and all such matters will be the property of Whitestown. Use of these materials, other than related to contract performance by the Contractor, without the prior written consent of Whitestown, is prohibited. During the performance of the services specified herein, the Contractor shall be responsible for any loss or damage to these materials developed for or supplied by Whitestown and used to develop or assist in the services provided herein while the materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. Full, immediate, and unrestricted access to the work product of the Contractor

during the term of this Agreement shall be available to Whitestown. Notwithstanding the foregoing, Contractor shall be entitled to retain a set of its work papers in accordance with professional standards.

In the event the Whitestown subsequently uses the documents or materials without retaining the services of Contractor, Whitestown releases the Contractor only from claims and causes of action arising from such subsequent use, but not under the services of this Agreement. Whitestown, to the extent permitted by law, further agrees to indemnify and hold harmless the Contractor from claims and causes of action asserted by any third person or entity to the extent such arises from the Whitestown's subsequent use of the documents or materials under this Section.

Notwithstanding the foregoing, it is understood and agreed that Contractor shall retain all of its rights in its proprietary information including, without limitation, methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge and experience possessed by Contractor prior to, or acquired by Contractor during the performance of this Agreement and the same shall not be deemed to be Work Product or Work For Hire and Contractor shall not be restricted in anyway with respect thereto.

4.07 Termination for Cause or Convenience.

4.07.1 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 or consultants employed by it, or if it otherwise violates or fails to perform any term, covenant or provision of this Agreement, then Whitestown 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, except in the case of emergencies, (a) not less than ten (10) calendar days' notice of Whitestown's intent to terminate, and (b) an opportunity for consultation with Whitestown 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 Whitestown to be incurred by reason of Contractor's default.

4.07.2 This Agreement may be terminated in whole or in part in writing by Whitestown for Whitestown's convenience; provided that Contractor is given (a) not less than thirty (30) calendar days' notice of intent to terminate and (b) an opportunity for consultation with Whitestown prior to termination. If Whitestown effects termination for convenience, Contractor's compensation shall be equitably adjusted.

4.07.3 Upon receipt of a termination action for default or for Whitestown's convenience, Contractor shall (a) promptly discontinue all services affected, unless the termination notice directs otherwise, and (b) deliver or otherwise make available to Whitestown all data, drawings, specifications reports, estimates, summaries, and such other information, materials or documents as may have been accumulated by Contractor in performing this Agreement, whether completed or in process.

4.07.4 If, after termination for Contractor's default, it is determined that Contractor was not in default, the termination shall be deemed to have been effected for the convenience of Whitestown. In such event, adjustment of the price provided for in this Agreement shall be made as provided in Paragraph 5.07.2 and the recovery of such price adjustment shall be Contractor's sole remedy and recovery.

4.08 Termination for Failure of Funding. Notwithstanding any other provision of this Agreement and pursuant to Indiana law, if funds for the continued fulfillment of this Agreement by Whitestown are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then Whitestown 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.

4.09 Remedies. Following the occurrence of any default, breach, or other failure to perform requisite services, or an act of negligence or misconduct causing damage to Whitestown, by contractor or any of its employees, agents, or subcontractors, Whitestown shall have every remedy now or hereafter existing at law

or in equity or by statute or otherwise which may be available to Whitestown. This provision shall survive any termination of this Agreement.

- 4.10 Indemnification. Contractor agrees to indemnify, defend (except in the case of a professional liability claim to the extent prohibited by I.C. § 26-2-5-4), and hold harmless Whitestown and its officers, agents, officials, and employees for any and all third party claims, actions, causes of action, judgments and liens to the extent they arise out of any negligent act or omission, error or omission of, or by any recklessness or misconduct by, Contractor or any of its officers, agents, employees or subcontractors, regardless of whether or not it is 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. Whitestown will not provide such indemnification to the Contractor. This provision shall survive any termination of this Agreement.
- 4.11 Notice. Any notice or other correspondence required to be sent under this Agreement shall be sent to:
- | | |
|---|---|
| <u>To Contractor:</u> | <u>To Whitestown:</u> |
| CLINE PROPERTY MGMT.
6867 SEATTLE SLEW DR
WHITESTOWN, IN
46075 | Town of Whitestown
Whitestown Municipal Complex
6210 Veterans Drive
Whitestown, IN 46075
Attn: Town Manager |
- 4.12 Disputes. Contractor shall carry on all work required under this Agreement and maintain the schedule for services during all disputes or disagreements with Whitestown. No work shall be delayed or postponed pending resolution of any disputes or disagreements except as Contractor and Whitestown may otherwise agree in writing. Should the Contractor fail to continue to perform its responsibilities as regards all non-disputed work without delay, any additional costs incurred by Whitestown or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against Whitestown for such costs. Whitestown may withhold payments on disputed items pending resolution of the dispute.
- 4.13 Non-discrimination. Contractor and its subcontractors shall not discriminate against any employee 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, religion, color, sex, sexual orientation, handicap, disability, national origin, ancestry, disabled veteran status, or Vietnam-era veteran status. Breach of this section shall be regarded as a material breach of this Agreement.
- 4.14 Conflict of Interest. Contractor certifies and warrants to Whitestown that neither it nor any of its agents, representatives or employees 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 Whitestown.
- 4.15 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 natural disaster or decrees of governmental bodies not the fault of the affected party (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 be immediately suspended except for payment obligations with respect to service already provided. If the period of nonperformance exceeds one hundred eighty (180) 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.
- 4.16 Applicable Laws, Form. The Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of regulations

thereunder after execution of this Agreement shall be reviewed by Whitestown and the Contractor to determine whether the provisions of the Agreement require formal modification.

This Agreement shall be construed in accordance with the laws of the State of Indiana, and by all applicable Municipal Ordinances, Resolutions, Rules, Regulations, or Codes of Whitestown. Suit, if any, shall be brought in the State of Indiana, County of Boone.

- 4.17 Waiver. Whitestown'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 Whitestown's rights or remedies.
- 4.18 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.
- 4.19 Attorneys' Fees. Contractor shall be liable to Whitestown for reasonable attorneys' fees incurred by Whitestown in connection with the collection or attempt to collect, any damages arising from the negligent or wrongful act or omission of Contractor from Contractor's breach of any provision of this Agreement, from Contractor's indemnity obligation, or from Contractor's failure to fulfill any provisions or responsibility provided herein. This provision shall survive any termination of this Agreement.
- 4.20 Whitestown Officials. No official, director, officer, employee, or agent of Whitestown shall be charged personally by Contractor, its employees, or agents with any liabilities or expenses, or be held personally liable to Contractor under any term or provision or because of the execution of any agreement, or because of any default by Whitestown. This provision shall survive any termination of this Agreement.
- 4.21 Successors and Assigns. Whitestown 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 Whitestown. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of Whitestown.
- 4.22 Authority to Bind Contractor. Notwithstanding anything in this Agreement to the contrary, the signatory for the Contractor represents that he/she has been duly authorized to execute agreements on behalf of the Contractor designated above, and has obtained all necessary or applicable approval from the offices of the Contractor to make this Agreement fully binding upon the Contractor when his/her signature is affixed and accepted by Whitestown.
- 4.23 E-Verify. Contractor shall enroll in and verify the eligibility status of all newly hired employees of Contractor through the E-Verify program as outlined in I.C. § 22-5-1.7; however, Contractor shall not be required to verify the work eligibility status of all newly hired employees of Contractor through the E-Verify program if the E-Verify program no longer exists. CONTRACTOR AFFIRMS, UNDER THE PENALTIES OF PERJURY, THAT CONTRACTOR DOES NOT KNOWINGLY EMPLOYEE AN UNAUTHORIZED ALIEN.

SECTION V. INTERPRETATION AND INTENT.

- 5.01 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between Whitestown and Contractor. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by Whitestown 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 Whitestown and Contractor, and following approval of such amended or modified terms by the Whitestown Town Council.
- 5.02 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 Whitestown or Contractor, the document or

provision thereof imposing the greater obligation upon Contractor and affording the greater right or remedy to Whitestown, shall govern.

- 5.03 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 Whitestown solely by virtue of Whitestown or Whitestown's representatives having drafted all or any portion of this Agreement.
- 5.04 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.

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

Whitestown, Indiana and/or
Whitestown Municipal Public Works ("Whitestown")

("Contractor")

CLINE PROPERTY MANAGEMENT

By: _____

By: Michael J. Cline

Printed: _____

Printed: MICHAEL J. CLINE

Title: _____

Title: OWNER

Date: _____

Date: 2-18-2020

3010408

Appendix A

Mowing Bid List

Town of Whitestown, Indiana
Whitestown Municipal Complex
6210 Veterans Drive
Whitestown IN 46075



Mowing Bid List Instructions:

1. Fill out all required fields on the Mowing Bid List completely and accurately.
2. Include all necessary information such as company name, and contact information.
3. Reference the Mowing Maps in Appendix B that corresponds to the correct table in Appendix A for more details.
4. Include your bid amount for the services offered.
5. Submit the completed Mowing Bid List by February 24th, 2026 to the Town Hall.
6. Bids received after the deadline will not be accepted.
7. The Town reserves the right to reject any bid that is deemed incomplete or non-compliant.
8. The Town will notify all bidders of the successful bid award.

Note: Be sure to read the entire bid packet and follow all instructions and guidelines provided. The Town encourages all bidders to visit the Town's website or contact the Town office with any questions or concerns.

Mowing Bid Contact Information			
Company:	CLINE PROPERTY MANAGEMENT		
Contact Name:	MICHAEL CLINE	Contact Email:	CLINEPROPERTYMANAGEMENT@GMAIL.COM
Address:	6867 SEATTLE SLEW DR.	City/State:	WHITESTOWN, IN
Phone:	317-677-9209	Zip Code:	46075
		Coll:	
		Fax:	
Introductory Statement			

Mowing Bid List

Town of Whitestown, Indiana
 Whitestown Municipal Complex
 6210 Veterans Drive
 Whitestown IN 46075



MOW-WT-01- 205 S Main St | Residential

	Mowing	Spraying
Area (SF)	11,005	11,005
Time/Year	30	1
Price/Mow	45	100
Est. Price	\$1,350	\$100

MOW-WT-04- 121 Hull St | Maintenance Building

	Mowing	Spraying
Area (SF)	45,032	45,032
Time/Year	30	1
Price/Mow	65	200
Est. Price	\$1,950	\$200

MOW-WT-07- 4928 E 550 | Belchery Way RAB

	Mowing	Spraying
Area (SF)	50,952	50,952
Time/Year	30	1
Price/Mow	100	220
Est. Price	\$3,000	\$220

MOW-WT-02- 107 Peters St | Residential

	Mowing	Spraying
Area (SF)	16,582	16,582
Time/Year	30	1
Price/Mow	50	125
Est. Price	\$1,500	\$125

MOW-WT-05- 4928 S Main St | T-INT

	Mowing	Spraying
Area (SF)	4,828	4,828
Time/Year	30	1
Price/Mow	20	78
Est. Price	\$600	\$78

MOW-WT-08- 5545 S Indianapolis Rd | I-65 INT (Seg.1)

	Mowing	Spraying
Area (SF)	60,329	60,329
Time/Year	30	1
Price/Mow	150	270
Est. Price	\$9,500	\$270

MOW-WT-03- 203 S Peters St | Salt Barn

	Mowing	Spraying
Area (SF)	14,411	14,411
Time/Year	30	1
Price/Mow	50	122
Est. Price	\$1,500	\$122

MOW-WT-06- 5650 E 550 S | T-INT

	Mowing	Spraying
Area (SF)	104,147	104,147
Time/Year	30	1
Price/Mow	180	478
Est. Price	\$5,400	\$478

MOW-WT-09- 5545 S Indianapolis Rd | I-65 INT (Seg.2)

	Mowing	Spraying
Area (SF)	48,522	48,522
Time/Year	30	1
Price/Mow	140	218
Est. Price	\$4,200	\$218

Mowing Bid List

Town of Whitestown, Indiana
 Whitestown Municipal Complex
 6210 Veterans Drive
 Whitestown IN 46075



MOW-WT-10- Albert S White Dr I Connector (Seg. 1)

	Mowing	Spraying
Area (SF)	193,129	193,129
Time/Year	30	1
Price/Mow	355	887
Est. Price	\$10,650	\$887

MOW-WT-13- 6125 S 700 E I 4-Way INT

	Mowing	Spraying
Area (SF)	4,741	4,741
Time/Year	30	1
Price/Mow	25	78
Est. Price	\$750	\$78

MOW-WT-16- 7279 S Indy Rd I Booster Pump House

	Mowing	Spraying
Area (SF)	11,817	11,817
Time/Year	30	1
Price/Mow	35	100
Est. Price	\$1,050	\$100

MOW-WT-11- Albert S White Dr I Connector (Seg. 2)

	Mowing	Spraying
Area (SF)	226,348	226,348
Time/Year	30	1
Price/Mow	470	1038
Est. Price	\$12,600	\$1,038

MOW-WT-14- S 575 E & Albert S White Dr I ROW

	Mowing	Spraying
Area (SF)	6,0975	6,0975
Time/Year	30	1
Price/Mow	110	290
Est. Price	\$3,300	\$290

MOW-WT-17- New Hope Blvd. I Medians

	Mowing	Spraying
Area (SF)	5,973	5,973
Time/Year	30	1
Price/Mow	400	78
Est. Price	\$1,200	\$78

MOW-WT-12- Albert S White Dr I Connector (Seg. 3)

	Mowing	Spraying
Area (SF)	184,378	184,378
Time/Year	30	1
Price/Mow	338	845
Est. Price	\$10,140	\$845

MOW-WT-15- E Whitestown Pkwy & Indy Rd I RAB

	Mowing	Spraying
Area (SF)	27,064	27,064
Time/Year	30	1
Price/Mow	100	160
Est. Price	\$3,000	\$160

MOW-WT-18- S 450 E I Patch Lift Station ROW (Seg.1)

	Mowing	Spraying
Area (SF)	10,207	10,207
Time/Year	30	1
Price/Mow	45	78
Est. Price	\$1,350	\$78

Mowing Bid List

Town of Whitestown, Indiana
 Whitestown Municipal Complex
 6210 Veterans Drive
 Whitestown IN 46075



MOW-WT-19- S 450 E I Patch Lift Station ROW (Seg. 2)

	Mowing	Spraying
Area (SF)	23,839	23,839
Time/Year	30	1
Price/Mow	45	130
Est. Price	\$ 1,350	\$ 130

MOW-WT-22- Perry Worth Rd I ROW (Seg. 3)

	Mowing	Spraying
Area (SF)	19,809	19,809
Time/Year	30	1
Price/Mow	60	135
Est. Price	\$ 1,180	\$ 135

MOW-WT-25- S Indy Rd I ROW (Seg. 3)

	Mowing	Spraying
Area (SF)	9,750	9,750
Time/Year	30	1
Price/Mow	35	78
Est. Price	\$ 1,050	\$ 78

MOW-WT-20- Perry Worth Rd I ROW (Seg. 1)

	Mowing	Spraying
Area (SF)	19,446	19,446
Time/Year	30	1
Price/Mow	70	120
Est. Price	\$ 2,100	\$ 120

MOW-WT-23- S Indy Rd I ROW (Seg. 1)

	Mowing	Spraying
Area (SF)	22,799	22,799
Time/Year	30	1
Price/Mow	40	138
Est. Price	\$ 1,200	\$ 138

MOW-WT-26- S Main St & Albert S White Dr I RAB

	Mowing	Spraying
Area (SF)	57,492	57,492
Time/Year	30	1
Price/Mow	85	280
Est. Price	\$ 2,550	\$ 280

MOW-WT-21- Perry Worth Rd I ROW (Seg. 2)

	Mowing	Spraying
Area (SF)	32,619	32,619
Time/Year	30	1
Price/Mow	90	170
Est. Price	\$ 2,700	\$ 170

MOW-WT-24- S Indy Rd I ROW (Seg. 2)

	Mowing	Spraying
Area (SF)	27,754	27,754
Time/Year	30	1
Price/Mow	55	160
Est. Price	\$ 2,150	\$ 160

MOW-WT-27- S Main St & Schooler Dr I ROW

	Mowing	Spraying
Area (SF)	4,484	4,484
Time/Year	30	1
Price/Mow	27	78
Est. Price	\$ 810	\$ 78

Mowing Bid List

Town of Whitestown, Indiana
 Whitestown Municipal Complex
 6210 Veterans Drive
 Whitestown IN 46075



MOW-WT-2B- 5274 S Main St | S Water Tower ROW

	Mowing	Spraying
Area (SF)	47,518	47,518
Time/Year	30	1
Price/Mow	70	210
Est. Price	\$ 2,100	\$ 210

MOW-WT-29- S Perry Worth Rd & Mills | RAB

	Mowing	Spraying
Area (SF)	10,241	10,241
Time/Year	30	1
Price/Mow	30	78
Est. Price	\$ 900	\$ 78

MOW-WT-30- 5827 E 300 S | Residential

	Mowing	Spraying
Area (SF)	34,863	34,863
Time/Year	30	1
Price/Mow	50	175
Est. Price	\$ 1,500	\$ 175

MOW-WT-01 - MOW-WT-30- Whitestown Properties

	Mowing	Spraying
Total Area (SF)	1,391,054 = 32 Acres	1,391,054 = 32 Acres
Total Time/Year	30	1
Total Price/Mow/Spray		
Total Est. Price	\$ 93,308	\$ 7,059
Grand Total Est. Price	\$ 100,387	

2026 MOWING WORK SCHEDULE

MOWING WILL START ON MONDAY EVERY WEEK

MOWING ORDER

- | | |
|-----------|-----------|
| 1. WT-30 | 16. WT-25 |
| 2. WT-18 | 17. WT-13 |
| 3. WT-19 | 18. WT-29 |
| 4. WT-14 | 19. WT-27 |
| 5. WT-06 | 20. WT-17 |
| 6. WT-08 | 21. WT-28 |
| 7. WT-09 | 22. WT-05 |
| 8. WT-07 | 23. WT-26 |
| 9. WT-20 | 24. WT-11 |
| 10. WT-21 | 25. WT-10 |
| 11. WT-22 | 26. WT-12 |
| 12. WT-15 | 27. WT-01 |
| 13. WT-23 | 28. WT-02 |
| 14. WT-24 | 29. WT-03 |
| 15. WT-16 | 30. WT-04 |



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)

- 1. Governmental Unit (Owner): Town of Whitestown, IN
- 2. County: Boone County, IN
- 3. Bidder (Firm) Brightview Landscapes, LLC
Address: 8731 AMERICANA Blvd
City/State/ZIPcode: Indianapolis, IN 46268
- 4. Telephone Number: 317-753-8381
- 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 2026 Municipal Mowing Maintenance (Governmental Unit) in accordance with plans and specifications prepared by _____

Town of Whitestown, IN and dated 2/19/26 for the sum of \$ 106,291.00

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 on this day according to the following conditions:

Contracting Authority Members:

Brightview Landscapes, LLC

 Aaron Eberhard

PART II

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

Governmental Unit: _____

Bidder (Firm) _____

Date (month, day, year) _____

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
\$110,000	Maintenance	2025-26	City of Lafayette
\$900,000	Plant Install	2025	City of Fishers
200,000	Maintenance	2025-26	Town of Plainfield

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
\$200,000	Maintenance	2027	Town of Plainfield
\$110,000	Maintenance	2027	City of Lafayette

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.

Community Hospital - V&I Enterprises Indianapolis
IU HEALTH - Indianapolis & Central INDIANA
Cook MEDICAL - Lafayette
GM Holdings - Kokomo
Stellantis - Central Indiana

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.)

Mowing will start when turf and weather dictate.
We will use a 34 man crew that will be dedicated
to mowing the specified areas weekly.

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.

None

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.

N/A

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.

All mowers will be Exmark or Wright, and we will utilize a mix of 61" & 48" ride ~~on~~, or walk behinds when the slopes dictate. String trimmers, blowers and all other 2 cycle equipment are Echo. F-450 trucks with enclosed Trailers for hauling.

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 10:00 this 18th day of February, 2026

BRIGHTVIEW Landscapes, LLC
(Name of Organization)

[Signature]

Business Development EXECUTIVE
(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF Indiana)
COUNTY OF Marion) ss

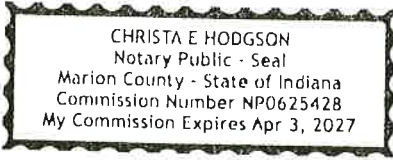
Before me, a Notary Public, personally appeared the above-named Aaron Eberhard and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this 18th day of February, 2026

Christa E. Hodgson
Notary Public

My Commission Expires: 4.3.2027

County of Residence: Marion



BIDOF

(Contractor)

(Address)

FOR

PUBLIC WORKS PROJECTS OF

Filed

Action taken

**Town of Whitestown Uniform
Contract for Services**

BRIGHTVIEW Landscapes, LLC

Service Provider

Municipal Mowing Maintenance

Type of Service

This Uniform Contract for Services (hereinafter referred to as "Agreement"), entered into by and between the Town of Whitestown, Indiana and/or Whitestown Municipal Utilities, (hereinafter referred to as "Whitestown"), and (hereinafter referred to as "Contractor"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants and other good and valuable consideration, the adequacy of which is mutually acknowledged, the parties agree as follows:

SECTION I. DUTIES OF CONTRACTOR.

- 1.01 The Contractor shall provide the services as set forth or described in *Attachment A*, attached to and made a part of this Agreement. The Contractor agrees that the services shall be consistent with generally accepted commercial standards in the relevant trades or professions. To the extent *Attachment A* purports to incorporate contractual terms of service, any such terms are voidable at the option of Whitestown.

SECTION II. TERM.

- 2.01 This Agreement shall be in effect until the services described in *Attachment A* are fully and satisfactorily performed and Whitestown has paid Contractor for applicable services, unless earlier terminated in accordance with this Agreement.
- 2.02 This Agreement may be renewed beyond the expiration by agreement of parties. The term of the renewal shall not be longer than the term of the original Agreement. A renewal shall be by written notice sent by either party and written acceptance by the other. All other terms and conditions of the Agreement shall remain the same as set forth herein and may be amended only by written instrument signed by both Whitestown and Contractor and attached hereto as an amendment, and following approval of such amendment by the Whitestown Town Council.

SECTION III. COMPENSATION OF THE CONTRACTOR.

- 3.01 The Contractor shall furnish all labor, materials, supplies, and services in accordance with the conditions of this Agreement necessary to complete the services as defined in *Attachment A*.
- 3.02 Payment will be for the amount set forth in *Attachment A*. No payments will be provided prior to commencement of services, absent a performance bond from Contractor adequate to cover the cost of completing such services.
- 3.03 Contractor shall submit a properly itemized invoice referencing services performed and/or applicable expenses incurred under this Agreement. Contractor shall cooperate with and provide any other necessary information to Whitestown. Whitestown will pay Contractor within ninety (90) days after receipt of such properly itemized and legitimate claim forms under agreed schedules, and following approval of such claim(s) by the Whitestown Town Council as provided by law. All payments are further subject to appropriations as required by applicable law.

SECTION IV. GENERAL PROVISIONS.

- 4.01 Independent Contractor. The parties agree that Contractor is an independent contractor as that term is commonly used and is not an employee of Whitestown. 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 Whitestown for any loss of any kind whatsoever. The Contractor has no authority, express or implied, to bind or obligate Whitestown in any way.

- 4.02 Subcontracting. The parties agree that Contractor shall not subcontract, assign or delegate any responsibility to perform services to be performed pursuant to this Agreement without prior written approval of the Town Manager of Whitestown or his/her designee. In the event that Whitestown approves of any such subcontracting, assignment or delegation, Contractor shall remain responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. Whitestown 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. Contractor shall be responsible for a background, criminal history, and e-verify check on any additional person involved in performing services pursuant to this Agreement, and the Contractor and any additional persons shall have the duty to report an arrest or the filing of criminal charges against them in writing to the Town Manager of Whitestown.
- 4.03 Necessary Qualifications. Contractor certifies that it will furnish to Whitestown, if requested, any and all documentation, certification, authorization, license, permit, or registration required by the laws or rules and regulations of Whitestown, other units of local government, the State of Indiana, and the United States. Contractor further certifies that it is now and will remain in good standing with such governmental agencies and that it is now and will maintain all licenses, permits, registrations, authorizations, or certifications, as applicable to the services in force during the term of this Agreement.
- 4.04 Confidentiality of Whitestown Information. Contractor understands that the information provided to it or obtained from Whitestown during the performance of its services may be confidential and may not, without prior written consent of Whitestown, be disclosed to a person not in Whitestown's employ except to employees or agents of Contractor who have a need to know in order to provide the services. Further, Contractor's Work Product generated during the performance of this Agreement is confidential to Whitestown. The obligations of this section shall survive the termination of this Agreement and shall be applicable to the full extent permissible under statutes governing access to public records. Confidential information shall not include information, that: (a) was known by Contractor at the time it was received; (b) is, as of the time of its disclosure or thereafter becomes, part of the public domain through a source other than Contractor; (c) is made known to Contractor by a third person who does not impose any obligation of confidence on Contractor with respect to such information; (d) is required to be disclosed pursuant to governmental authority, law, regulation, duly authorized subpoena, or court order whereupon Contractor shall provide notice to Whitestown prior to such disclosure; or (e) information that is independently developed by Contractor without references to the confidential information. Contractor shall not, under any circumstances, release information provided to it by, or on behalf of, Whitestown that is required to be kept confidential by Whitestown pursuant to Indiana law, except as contemplated by this section, clause (d).
- 4.05 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 and for three (3) years from termination or the date of final payment under this Agreement for inspection by Whitestown or any other authorized representative of Whitestown. Copies thereof, if requested, shall be furnished at no cost to Whitestown.
- 4.06 Ownership of Documents and Materials. All documents, including records, programs, data, film, tape, articles, memos, and other materials, created or developed under this Agreement, shall be considered "work for hire" and the Contractor transfers any ownership claim to Whitestown and all such matters will be the property of Whitestown. Use of these materials, other than related to contract performance by the Contractor, without the prior written consent of Whitestown, is prohibited. During the performance of the services specified herein, the Contractor shall be responsible for any loss or damage to these materials developed for or supplied by Whitestown and used to develop or assist in the services provided herein while the materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. Full, immediate, and unrestricted access to the work product of the Contractor

during the term of this Agreement shall be available to Whitestown. Notwithstanding the foregoing, Contractor shall be entitled to retain a set of its work papers in accordance with professional standards.

In the event the Whitestown subsequently uses the documents or materials without retaining the services of Contractor, Whitestown releases the Contractor only from claims and causes of action arising from such subsequent use, but not under the services of this Agreement. Whitestown, to the extent permitted by law, further agrees to indemnify and hold harmless the Contractor from claims and causes of action asserted by any third person or entity to the extent such arises from the Whitestown's subsequent use of the documents or materials under this Section.

Notwithstanding the foregoing, it is understood and agreed that Contractor shall retain all of its rights in its proprietary information including, without limitation, methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge and experience possessed by Contractor prior to, or acquired by Contractor during the performance of this Agreement and the same shall not be deemed to be Work Product or Work For Hire and Contractor shall not be restricted in anyway with respect thereto.

4.07 Termination for Cause or Convenience.

4.07.1 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 or consultants employed by it, or if it otherwise violates or fails to perform any term, covenant or provision of this Agreement, then Whitestown 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, except in the case of emergencies, (a) not less than ten (10) calendar days' notice of Whitestown's intent to terminate, and (b) an opportunity for consultation with Whitestown 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 Whitestown to be incurred by reason of Contractor's default.

4.07.2 This Agreement may be terminated in whole or in part in writing by Whitestown for Whitestown's convenience; provided that Contractor is given (a) not less than thirty (30) calendar days' notice of intent to terminate and (b) an opportunity for consultation with Whitestown prior to termination. If Whitestown effects termination for convenience, Contractor's compensation shall be equitably adjusted.

4.07.3 Upon receipt of a termination action for default or for Whitestown's convenience, Contractor shall (a) promptly discontinue all services affected, unless the termination notice directs otherwise, and (b) deliver or otherwise make available to Whitestown all data, drawings, specifications reports, estimates, summaries, and such other information, materials or documents as may have been accumulated by Contractor in performing this Agreement, whether completed or in process.

4.07.4 If, after termination for Contractor's default, it is determined that Contractor was not in default, the termination shall be deemed to have been effected for the convenience of Whitestown. In such event, adjustment of the price provided for in this Agreement shall be made as provided in Paragraph 5.07.2 and the recovery of such price adjustment shall be Contractor's sole remedy and recovery.

4.08 Termination for Failure of Funding. Notwithstanding any other provision of this Agreement and pursuant to Indiana law, if funds for the continued fulfillment of this Agreement by Whitestown are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then Whitestown 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.

4.09 Remedies. Following the occurrence of any default, breach, or other failure to perform requisite services, or an act of negligence or misconduct causing damage to Whitestown, by contractor or any of its employees, agents, or subcontractors, Whitestown shall have every remedy now or hereafter existing at law

or in equity or by statute or otherwise which may be available to Whitestown. This provision shall survive any termination of this Agreement.

4.10 Indemnification. Contractor agrees to indemnify, defend (except in the case of a professional liability claim to the extent prohibited by I.C. § 26-2-5-4), and hold harmless Whitestown and its officers, agents, officials, and employees for any and all third party claims, actions, causes of action, judgments and liens to the extent they arise out of any negligent act or omission, error or omission of, or by any recklessness or misconduct by, Contractor or any of its officers, agents, employees or subcontractors, regardless of whether or not it is 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. Whitestown will not provide such indemnification to the Contractor. This provision shall survive any termination of this Agreement.

4.11 Notice. Any notice or other correspondence required to be sent under this Agreement shall be sent to:

To Contractor:

Brightview Landscapes, LLC
8731 Americana Blvd
Indianapolis, IN 46268

To Whitestown:

Town of Whitestown
Whitestown Municipal Complex
6210 Veterans Drive
Whitestown, IN 46075
Attn: Town Manager

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

4.13 Non-discrimination. Contractor and its subcontractors shall not discriminate against any employee 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, religion, color, sex, sexual orientation, handicap, disability, national origin, ancestry, disabled veteran status, or Vietnam-era veteran status. Breach of this section shall be regarded as a material breach of this Agreement.

4.14 Conflict of Interest. Contractor certifies and warrants to Whitestown that neither it nor any of its agents, representatives or employees 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 Whitestown.

4.15 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 natural disaster or decrees of governmental bodies not the fault of the affected party (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 be immediately suspended except for payment obligations with respect to service already provided. If the period of nonperformance exceeds one hundred eighty (180) 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.

4.16 Applicable Laws; Forum. The Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of regulations

thereunder after execution of this Agreement shall be reviewed by Whitestown and the Contractor to determine whether the provisions of the Agreement require formal modification.

This Agreement shall be construed in accordance with the laws of the State of Indiana, and by all applicable Municipal Ordinances, Resolutions, Rules, Regulations, or Codes of Whitestown. Suit, if any, shall be brought in the State of Indiana, County of Boone.

- 4.17 **Waiver.** Whitestown'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 Whitestown's rights or remedies.
- 4.18 **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.
- 4.19 **Attorneys' Fees.** Contractor shall be liable to Whitestown for reasonable attorneys' fees incurred by Whitestown in connection with the collection or attempt to collect, any damages arising from the negligent or wrongful act or omission of Contractor from Contractor's breach of any provision of this Agreement, from Contractor's indemnity obligation, or from Contractor's failure to fulfill any provisions or responsibility provided herein. This provision shall survive any termination of this Agreement.
- 4.20 **Whitestown Officials.** No official, director, officer, employee, or agent of Whitestown shall be charged personally by Contractor, its employees, or agents with any liabilities or expenses, or be held personally liable to Contractor under any term or provision or because of the execution of any agreement, or because of any default by Whitestown. This provision shall survive any termination of this Agreement.
- 4.21 **Successors and Assigns.** Whitestown 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 Whitestown. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of Whitestown.
- 4.22 **Authority to Bind Contractor.** Notwithstanding anything in this Agreement to the contrary, the signatory for the Contractor represents that he/she has been duly authorized to execute agreements on behalf of the Contractor designated above, and has obtained all necessary or applicable approval from the offices of the Contractor to make this Agreement fully binding upon the Contractor when his/her signature is affixed and accepted by Whitestown.
- 4.23 **E-Verify.** Contractor shall enroll in and verify the eligibility status of all newly hired employees of Contractor through the E-Verify program as outlined in I.C. § 22-5-1.7; however, Contractor shall not be required to verify the work eligibility status of all newly hired employees of Contractor through the E-Verify program if the E-Verify program no longer exists. CONTRACTOR AFFIRMS, UNDER THE PENALTIES OF PERJURY, THAT CONTRACTOR DOES NOT KNOWINGLY EMPLOYEE AN UNAUTHORIZED ALIEN.

SECTION V. INTERPRETATION AND INTENT.

- 5.01 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between Whitestown and Contractor. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by Whitestown 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 Whitestown and Contractor, and following approval of such amended or modified terms by the Whitestown Town Council.
- 5.02 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 Whitestown or Contractor, the document or

provision thereof imposing the greater obligation upon Contractor and affording the greater right or remedy to Whitestown, shall govern.

- 5.03 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 Whitestown solely by virtue of Whitestown or Whitestown's representatives having drafted all or any portion of this Agreement.
- 5.04 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.

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

Whitestown, Indiana and/or
Whitestown Municipal Public Works ("Whitestown")

("Contractor")

By: _____

Printed: _____

Title: _____

Date: _____

By: 

Printed: Matthew J Maierhofer

Title: VPGM

Date: 2/19/2026

3010408

Appendix A

Mowing Bid List

Town of Whitestown, Indiana
Whitestown Municipal Complex
6210 Veterans Drive
Whitestown IN 46075



Mowing Bid List Instructions:

1. Fill out all required fields on the Mowing Bid List completely and accurately.
2. Include all necessary information such as company name, and contact information.
3. Reference the Mowing Maps in Appendix B that corresponds to the correct table in Appendix A for more details.
4. Include your bid amount for the services offered.
5. Submit the completed Mowing Bid List by February 24th, 2026 to the Town Hall.
6. Bids received after the deadline will not be accepted.
7. The Town reserves the right to reject any bid that is deemed incomplete or non-compliant.
8. The Town will notify all bidders of the successful bid award.

Note: Be sure to read the entire bid packet and follow all instructions and guidelines provided. The Town encourages all bidders to visit the Town's website or contact the Town office with any questions or concerns.

Mowing Bid Contact Information			
Company:	BRIGHTVIEW LANDSCAPES, LLC		
Contact Name:	AARON EBERHARD	Contact Email:	AARON.EBERHARD@BRIGHTVIEW.COM
Address:	8731 AMERICANA BLVD	City/State:	INDIANAPOLIS IN
Phone#:	317-753-8381	Zip Code:	46268
		Cell#:	SAME
		Fax#:	
Introductory Statement			
We appreciate this opportunity to bid and care for the proposed areas. We feel confident in our abilities to provide a professional appearance and approach thru our team.			

Mowing Bid List

Town of Whitestown, Indiana
 Whitestown Municiple Complex
 6210 Veterans Drive
 Whitestown IN 46075



MOW-WT-01- 205 S Main St | Residential

	Mowing	Spraying
Area (SF)	11,005	11,005
Time/Year	30	1
Price/Mow	33.00	21.00
Ext. Price	990.00	21.00

MOW-WT-02- 107 Peters St | Residential

	Mowing	Spraying
Area (SF)	16,582	16,582
Time/Year	30	1
Price/Mow	47.00	32.00
Ext. Price	1410.00	32.00

MOW-WT-03- 203 S Peters St | Salt Barn

	Mowing	Spraying
Area (SF)	14,411	14,411
Time/Year	30	1
Price/Mow	41.00	28.00
Ext. Price	1230.00	28.00

MOW-WT-04- 121 Hull St | Maintenance Building

	Mowing	Spraying
Area (SF)	45,032	45,032
Time/Year	30	1
Price/Mow	112.00	87.00
Ext. Price	3360.00	87.00

MOW-WT-05- 4928 S Main St | T-INT

	Mowing	Spraying
Area (SF)	4,828	4,828
Time/Year	30	1
Price/Mow	17.00	9.00
Ext. Price	570.00	9.00

MOW-WT-06- 5650 E 550 S | T-INT

	Mowing	Spraying
Area (SF)	104,147	104,147
Time/Year	30	1
Price/Mow	258.00	201.00
Ext. Price	6180.00	201.00

MOW-WT-07- 4918 E 550 | Belchery Way RAB

	Mowing	Spraying
Area (SF)	50,952	50,952
Time/Year	30	1
Price/Mow	126.00	98.00
Ext. Price	3780.00	98.00

MOW-WT-08- 5545 S Indianapolis Rd | I-65 INT (Seg.1)

	Mowing	Spraying
Area (SF)	60,329	60,329
Time/Year	30	1
Price/Mow	150.00	116.00
Ext. Price	4520.00	116.00

MOW-WT-09- 5545 S Indianapolis Rd | I-65 INT (Seg.2)

	Mowing	Spraying
Area (SF)	48,522	48,522
Time/Year	30	1
Price/Mow	121.00	94.00
Ext. Price	3630.00	94.00

Mowing Bid List

Town of Whitestown, Indiana
 Whitestown Munciple Complex
 6210 Veterans Drive
 Whitestown IN 46075



MOW-WT-10- Albert S White Dr | Connector (Seg. 1)

	Mowing	Spraying
Area (SF)	193,129	193,129
Time/Year	30	1
Price/Mow	479.00	373.00
Ext. Price	14,370.00	373.00

MOW-WT-13- 6125 S 700 E | 4-Way INT

	Mowing	Spraying
Area (SF)	4,741	4,741
Time/Year	30	1
Price/Mow	17.00	15.00
Ext. Price	510.00	15.00

MOW-WT-16- 7279 S Indy Rd | Booster Pump House

	Mowing	Spraying
Area (SF)	11,817	11,817
Time/Year	30	1
Price/Mow	30.00	23.00
Ext. Price	900.00	23.00

MOW-WT-11- Albert S White Dr | Connector (Seg. 2)

	Mowing	Spraying
Area (SF)	226,348	226,348
Time/Year	30	1
Price/Mow	561.00	436.00
Ext. Price	16,836.00	436.00

MOW-WT-14- S 575 E & Albert S White Dr | ROW

	Mowing	Spraying
Area (SF)	6,0975	6,0975
Time/Year	30	1
Price/Mow	152.00	118.00
Ext. Price	456.00	118.00

MOW-WT-17- New Hope Blvd. | Medlans

	Mowing	Spraying
Area (SF)	5,973	5,973
Time/Year	30	1
Price/Mow	20.00	17.00
Ext. Price	600.00	17.00

MOW-WT-12- Albert S White Dr | Connector (Seg. 3)

	Mowing	Spraying
Area (SF)	184,378	184,378
Time/Year	30	1
Price/Mow	457.00	396.00
Ext. Price	13,710.00	396.00

MOW-WT-15- E Whitestown Pkwy & Indy Rd | RAB

	Mowing	Spraying
Area (SF)	27,064	27,064
Time/Year	30	1
Price/Mow	67.00	52.00
Ext. Price	2010.00	52.00

MOW-WT-18- S 450 E | Patch Lift Station ROW (Seg.1)

	Mowing	Spraying
Area (SF)	10,207	10,207
Time/Year	30	1
Price/Mow	31.00	25.00
Ext. Price	930.00	25.00

Mowing Bid List

Town of Whitestown, Indiana
 Whitestown Municiple Complex
 6210 Veterans Drive
 Whitestown IN 46075



MOW-WT-19- S 450 E I Patch Lift Station ROW (Seg. 2)

	Mowing	Spraying
Area (SF)	23,839	23,839
Time/Year	30	1
Price/Mow	59.00	50.00
Ext. Price	1770.00	50.00

MOW-WT-22- Perry Worth Rd I ROW (Seg. 3)

	Mowing	Spraying
Area (SF)	19,809	19,809
Time/Year	30	1
Price/Mow	49	38.00
Ext. Price	1470.00	38.00

MOW-WT-25- S Indy Rd I ROW (Seg. 3)

	Mowing	Spraying
Area (SF)	9,750	9,750
Time/Year	30	1
Price/Mow	29.00	24.00
Ext. Price	870.00	24.00

MOW-WT-20- Perry Worth Rd I ROW (Seg. 1)

	Mowing	Spraying
Area (SF)	19,446	19,446
Time/Year	30	1
Price/Mow	48.00	38.00
Ext. Price	1440.00	38.00

MOW-WT-23- S Indy Rd I ROW (Seg. 1)

	Mowing	Spraying
Area (SF)	22,799	22,799
Time/Year	30	1
Price/Mow	57.00	44.00
Ext. Price	1710.00	44.00

MOW-WT-26- S Main St & Albert S White Dr I RAB

	Mowing	Spraying
Area (SF)	57,492	57,492
Time/Year	30	1
Price/Mow	143.00	111.00
Ext. Price	4290.00	111.00

MOW-WT-21- Perry Worth Rd I ROW (Seg. 2)

	Mowing	Spraying
Area (SF)	32,619	32,619
Time/Year	30	1
Price/Mow	81.00	63.00
Ext. Price	2430.00	63.00

MOW-WT-24- S Indy Rd I ROW (Seg. 2)

	Mowing	Spraying
Area (SF)	27,754	27,754
Time/Year	30	1
Price/Mow	69.00	59.00
Ext. Price	2070.00	59.00

MOW-WT-27- S Main St & Schooler Dr I ROW

	Mowing	Spraying
Area (SF)	4,484	4,484
Time/Year	30	1
Price/Mow	12.00	9.00
Ext. Price	360.00	9.00

Mowing Bid List

Town of Whitestown, Indiana
 Whitestown Municipal Complex
 6210 Veterans Drive
 Whitestown IN 46075



MOW-WT-28- 5274 S Main St I S Water Tower ROW

	Mowing	Spraying
Area (SF)	47,518	47,518
Time/Year	30	1
Price/Mow	118.00	97.00
Ext. Price	3540.00	97.00

MOW-WT-29- S Perry Worth Rd & Mills I RAB

	Mowing	Spraying
Area (SF)	10,241	10,241
Time/Year	30	1
Price/Mow	31.00	25.00
Ext. Price	930.00	25.00

MOW-WT-30- 5827 E 300 S I Residential

	Mowing	Spraying
Area (SF)	34,863	34,863
Time/Year	30	1
Price/Mow	87.00	72.00
Ext. Price	2610.00	72.00

MOW-WT-01 - MOW-WT-30- Whitestown Properties

	Mowing	Spraying
Total Area (SF)	1,391,054 = 32 Acres	1,391,054 = 32 Acres
Total Time/Year	30	1
Total Price/Mow/Spray	3452.00	2731.00
Total Ext. Price	103,560.00	2731.00
Grand Total Ext. Price	106,291.00	

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

BrightView Landscapes, LLC
8731 Americana Blvd.
Indianapolis, IN 46268

SURETY:

(Name, legal status and principal place of business)

Nationwide Mutual Insurance Company
One West Nationwide Blvd., 1-14-301
Columbus, OH 43215-2220

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.

OWNER:

(Name, legal status and address)

Town of Whitestown, Indiana
6210 Veterans Dr.
Whitestown, IN 46075

BOND AMOUNT: \$ 20%

Twenty Percent of Amount Bid

PROJECT:

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

2026 Municipal Mowing Maintenance Town of Whitestown, Indiana

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 19th day of February, 2026



(Witness)

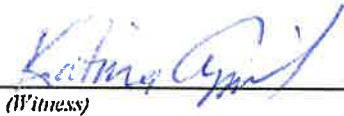
BrightView Landscapes, LLC

(Principal)

(Seal)

By: 

(Title) Evan D. Sizemore Attorney-in-Fact



(Witness)

Nationwide Mutual Insurance Company

(Surety)

(Seal)

By: 

(Title) C. Stephens Griggs Attorney-in-Fact

Surety Phone No. 614-249-7111

Limited Power of Attorney

BrightView Holdings, Inc. of 980 Jolly Road, Blue Bell, PA 19422, Federal Employer Tax Identification Number 46-4190788, hereby constitutes and appoints, jointly and severally, the following employees of certain subsidiaries of Lockton Companies, LLC ("Lockton"), as identified below, its true and lawful attorney-in fact, only upon BrightView's prior written consent, to execute and apply a corporate seal to all surety bonds issued on behalf of each of the subsidiaries of BrightView Holdings, Inc. listed on Exhibit A attached hereto:

Lockton Employee

Lockton Subsidiary

Kansas City

C. Stephens Griggs
Evan D Sizemore
Connor Quirk
Miles Vincent

Founders Series of Lockton Companies, LLC

St. Louis

Kayla A. Woodward

Midwest Series of Lockton Companies, LLC

Los Angeles

Emily Newell
Deanna Alvarez
KaAna Wapato

West Series of Lockton Companies, LLC

This Power-of-Attorney shall become effective upon the signing of this document and shall remain in effect until terminated by either party upon ten (10) days written notice.

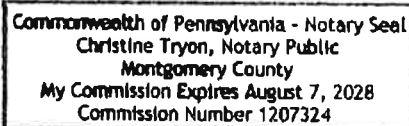
IN WITNESS WHEREOF, the signing party below affirms his/her authority to sign this Designation of Representative and grant the powers contained therein.

Dated: 11/18/2025

By: 

Name: Tony Riegel

Title: VP, Treasurer



Christine Tryon 11/18/25



Exhibit A

BrightView Landscape Services, Inc. (California)
BrightView Landscape Services, Inc. (Texas)
BrightView Landscape Services, Inc. (Arizona)
BrightView Landscape Services, Inc. (Colorado)
BrightView Landscape Services, Inc. (Florida)
BrightView Landscape Services, Inc. (Georgia)
BrightView Landscape Services, Inc. (Nevada)
BrightView Landscapes, LLC
BrightView Tree Care Services, Inc.
BrightView Golf Maintenance, Inc.

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:
C. STEPHENS GRIGGS

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf on the date thereof any and all: (i) bonds and undertakings; (ii) Proposal Bonds; (ii) Letters of Surety; (iv) Consent of Surety; and (v) other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 23rd day of October, 2025.

Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF OHIO COUNTY OF FRANKLIN: ss

On this 23rd day of October, 2025, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Karen L. Karn
Notary Public, State of Ohio
No. 2018-RE-719796
Commission Expires July 7, 2028

Notary Public
My Commission Expires
July 7, 2028

CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 19th day of February, 2026.



Assistant Secretary



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) 2/10/26

1. Governmental Unit (Owner): Town of Whitestown
2. County: Boone County
3. Bidder (Firm): Cutting Edge Lawn Care Services LLC
Address: 5538 West County road 450 South
City/State/ZIPcode: Coatesville Indiana 46121
4. Telephone Number: 317-590-8576
5. Agent of Bidder (if applicable): N/A

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of _____

(Governmental Unit) in accordance with plans and specifications prepared by Cutting Edge Lawn Care Services LLC and dated 2/10/26 for the sum of sixty seven thousand two hundred \$ 67,200⁰⁰

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.

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 February this 9th day of 2026

Cutting Edge Lawn Care Service
(Name of Organization)

B
Owner Kurt Kyle
(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF Indiana) ss
COUNTY OF Hendricks

Before me, a Notary Public, personally appeared the above-named Kurt Kyle Cutting Edge and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this 9th day of February 2026

Thomas Huckaby
Notary Public

My Commission Expires: 3/20/2033

County of Residence: Hendricks



ACCEPTANCE

The above bid is accepted on this day according to the following conditions:

Contracting Authority Members:

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

Governmental Unit: _____

Bidder (Firm) _____

Date (month, day, year): _____

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

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

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.

Town of Avon Indiana
Home wood sites by Hilton
Indiana Geothremal
white Castle
Auto zone

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.)

Start April 01 2026 mow for 30 cycles

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.

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.

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.

Two wright mowers 61" decks
Two wright mowers 52" decks
one dixie chopper mower 72" deck

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.

N/A

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.

BID OF

Cutting Edge Lawn Care

(Contractor)

5538 West County Road

(Address)

450 South Coatesville, Indiana 46121

FOR

PUBLIC WORKS PROJECTS OF

Town of Whites town Indiana

mowing route 2026

Filed _____

Action taken _____

Mowing Bid List

Town of Whitestown, Indiana
 Whitestown Municipal Complex
 6210 Veterans Drive
 Whitestown IN 46075



MOW-WT-28- 5274 S Main St | S Water Tower ROW

	Mowing	Spraying
Area (SF)	47,518	47,518
Time/Year	30	1
Price/Mow		
Ext. Price		

MOW-WT-29- S Perry Worth Rd & Mills | RAB

	Mowing	Spraying
Area (SF)	10,241	10,241
Time/Year	30	1
Price/Mow		
Ext. Price		

MOW-WT-30- 5827 E 300 S | Residential

	Mowing	Spraying
Area (SF)	34,863	34,863
Time/Year	30	1
Price/Mow		
Ext. Price		

MOW-WT-01 - MOW-WT-30- Whitestown Properties

	Mowing	Spraying
Total Area (SF)	1,391,054 = 32 Acres	1,391,054 = 32 Acres
Total Time/Year	30	1
Total Price/Mow/Spray		
Total Ext. Price		
Grand Total Ext. Price		

Appendix A

Mowing Bid List

Town of Whitestown, Indiana
 Whitestown Municipal Complex
 6210 Veterans Drive
 Whitestown IN 46075



Mowing Bid List Instructions:

1. Fill out all required fields on the Mowing Bid List completely and accurately.
2. Include all necessary information such as company name, and contact information.
3. Reference the Mowing Maps in Appendix B that corresponds to the correct table in Appendix A for more details.
4. Include your bid amount for the services offered.
5. Submit the completed Mowing Bid List by February 24th, 2026 to the Town Hall.
6. Bids received after the deadline will not be accepted.
7. The Town reserves the right to reject any bid that is deemed incomplete or non-compliant.
8. The Town will notify all bidders of the successful bid award.

Note: Be sure to read the entire bid packet and follow all instructions and guidelines provided. The Town encourages all bidders to visit the Town's website or contact the Town office with any questions or concerns.

Mowing Bid Contact Information			
Company:	Cutting Edge Lawn Care		
Contact Name:	Kurt Kyler	Contact Email:	kurt@cuttingedgeindy.com
Address:	5530 Water 450 S	City/State:	Crestsville IN
Phone#:	317-590-8576 / 317-600-2884	Zip Code:	46121
	Cell#:	317-590-8576	Fax#:
Introductory Statement			
317-600-2884			