



City of Greencastle
Board of Works
Regular Session
Mikayla Johnson - Clerk Treasurer

May 1, 2025 | 3:00 PM
City Hall
One North Locust Street, P.O. Box 607
Greencastle, Indiana 46135

AGENDA

- I. Pledge of Allegiance**
 - II. Call to Order; Roll Call**
 - III. Approval of Minutes**
 - A. Approval of Minutes - April 16, 2025
 - IV. New Business**
 - A. Downtown Lighting Project
 - V. Adjournment**
-

Persons who require assistance or need information regarding access to the meeting and the availability of special facilities are requested to telephone Laurie Hardwick, ADA Coordinator, at (765) 655-2301 or (765) 653-3100, at least three days in advance of the meeting.



City of Greencastle
Board of Works
Regular Session
Mikayla Johnson - Clerk Treasurer

April 16, 2025 | 4:30 PM
City Hall
One North Locust Street, P.O. Box 607
Greencastle, Indiana 46135

MINUTES

I. Pledge of Allegiance

II. Call to Order; Roll Call

Mayor Dunbar called the meeting to order at 4:30pm. Clerk-Treasurer, Mikayla Johnson, called the roll; Thom Morris, Trudy Selvia, and Mayor Dunbar were present.

III. Redevelopment Bid Opening - Scheduled for 4:30

IV. Special Requests

- A. Sewer Leak Adjustment- Aaa Water Delivery- 330 Warren Dr. \$1,218.66
Thom Morris made a motion to approve the sewer leak adjustment as presented, seconded by Trudy Selvia, 3-0, motion carried.
- B. Lynn Rekeweg, CR Water Hauling- discussion to keep current water hydrant meter
Trudy Selvia made a motion to require an MOU for those wanting a bulk hydrant water meter, while the City reevaluates their current position. Thom Morris added to the motion that a specific hydrant is assigned to each individual entity. Seconded by Thom Morris. 3-0, motion carried.

V. Emergency Repairs

VI. Approval of Minutes

- A. Approval of Minutes - March 19, 2025
Thom Morris made a motion to approve the minutes as presented, seconded by Trudy Selvia, 3-0, motion carried.

VII. Approval of Claims

- A. Water
Thom Morris made a motion to approve the water claims as presented, seconded by Trudy Selvia, 3-0, motion carried.
- B. Wastewater
Trudy Selvia made a motion to approve the wastewater claims as presented, seconded by Thom Morris, 3-0, motion carried.

VIII. Department Reports

- A. Cemetery - Jason Keeney
- B. Fire Department - Rob Frank
 - i. Fire Inspections - John Burgess
- C. Planner - Blaine Rout
- D. Police Department - Chris Jones
- E. Department of Public Works - Andrew Rogers
- F. Wastewater Department - Oscar King Jr.
- G. Water Department - Rick Denney
- H. Park & Recreation - Jason Keeney
- I. City Attorney - Laurie Robertson Hardwick

IX. Old Business

- A. 1 South Jackson St. Easement
An update on the project was given, no new actions were taken.

X. New Business

- A. Contract to Provide Fire Protection Services
Trudy Selvia made a motion to approve the contract as presented, seconded by Thom Morris, 3-0, motion carried.
- B. Ras Pump Quote
Thom Morris made a motion to approve the purchase of the RAS Pump Quote, seconded by Trudy Selvia, 3-0, motion carried.
- C. Promote Stephen Kerr from Probationary Status to Full Firefighter Status
Trudy Selvia made a motion to promote Stephen Kerr from probationary status to full firefighter status effective May 3, seconded by Thom Morris, 3-0, motion carried.
- D. Contract with Valtir, LLC for Guardrail
Trudy Selvia made a motion to approve the contract with Valtir, LLC, seconded by Thom Morris, 3-0, motion carried.
- E. Allow Mayoral Approval of Washington St. Change Orders

Trudy Selvia made a motion to give the mayor authority not to exceed \$50,000, seconded by Thom Morris, 3-0, motion carried.

XI. Adjournment

Mayor Dunbar made a motion to adjourn the meeting at 5:39pm, seconded by Thom Morris, 3-0, motion carried.

Lynda R. Dunbar, Mayor

ATTEST:

Mikayla J. Johnson, Clerk - Treasurer



Department Report

MEETING DATE

May 1, 2025

PREPARED BY

Laurie Hardwick, Attorney, Mikayla
Johnson, Clerk-Treasurer

MONTHLY HIGHLIGHTS

ATTACHMENTS

1. Jackson St. Bid
2. Indiana St Lighting bid
3. Jackson St lighting contract
4. Indiana Street lighting contract

PART 1
BIDDER'S ITEMIZED PROPOSAL
AND DECLARATIONS
City of Greencastle

Instructions to Bidders:

This form shall be utilized by all Bidders. Except as otherwise specifically provided, all Parts shall be fully and accurately filled in and completed and notarized.

Project: Jackson Street Lighting Improvements

Proposal For Construction of: Installation of lighting improvements along Jackson Street (US 421) from Washington Street to Shadowlawn Avenue.

Date: April 16, 2025

To: **City of Greencastle, Board of Public Works**
1 N. Locust Street (P.O. Box 607), Greencastle, Indiana 46135

PART 1
BIDDER INFORMATION
(Print)

1.1 Bidder Name: Evans Development Co., Inc., d.b.a. EDCO

1.2 Bidder Address: Street Address: 2101 National Ave.
City: Indianapolis State: IN Zip: 46227
Phone #: (317) 787-6665 Fax #: ()

1.3 Former Business names of Bidder:

1.4 Bidder is a/an [mark one]:
 Individual Partnership X Indiana Corporation
 Foreign (Out of State) Corporation
 Joint Venture
Other:

PART 2
PROPOSAL (BID)

- 2.1 The undersigned Bidder proposes to furnish all necessary labor, machinery, tools, apparatus, materials, equipment, service and other necessary supplies, and to perform and fulfill all obligations incident thereto in strict accordance with and within the time(s) provided by the terms and conditions of the Contract Documents for the above described Work and Project, including any and all addenda thereto, for the Unit Prices applicable to the Contract Items as stated in Part 3 hereof, which Unit Prices, when multiplied by estimated unit quantities for such Contract Items, total ~~thousand four hundred twenty-five~~ ^{seven hundred fifty-eight} Dollars (\$ 758,425.00). The Bidder acknowledges that evaluation of the lowest Bid shall be based on such sum and further acknowledges that the unit quantities listed in Part 3 of this Proposal are estimates solely for the purpose of bid evaluation and contract award and are not to be construed as exact of binding. The Bidder further understands that all Work which may result of the Contract shall be compensated for on a Unit Price basis and that the Owner and Engineer cannot and do not guarantee the amount or quantity of any item of Work to be performed or furnished under the Contract.
- 2.2 By submitting bid the Bidder agrees the bid proposal and price(s) contained herein shall be valid for ninety (90) days from bid opening.

Item Description	Qty.	Unit	Unit Cost	Total
Construction Engineering	1	LS	\$5,750.00	\$5,750.00
Mob/Demobilization	1	LS	\$38,065.00	\$38,065.00
Construction Sign, Type A	8	EA	\$230.00	\$1,840.00
Maintaining Traffic	1	LS	\$23,920.00	\$23,920.00
Conduit, PVC, 2 inch, Sch 80	3800	LFT	\$43.88	\$166,750.00
Handhole, Lighting	4	EA	\$2,722.63	\$10,890.50
Wire, THW, No 4 Copper, 4 1/C	3826	LFT	\$21.96	\$84,030.50
Light Pole, Ornamental	20	EA	\$19,357.95	\$387,159.00
Metered Service Point	2	EA	\$10,810.00	\$21,620.00
Cable, Pole Circuit, THWN, No 10 Copper	4326	LFT	\$4.25	\$18,400.00
			TOTALS	\$758,425.00

PART 4
CONTRACT DOCUMENTS AND ADDENDA

- 4.1 The Bidder agrees to be bound by the terms and provisions of all Contract Documents as defined in the General Conditions and incorporates such Contract Documents herein by reference
- 4.2 The Bidder acknowledges receipt of the following addenda:

<u>Addendum Number</u>	<u>Date</u>
<u>None</u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>

PART 5
EXCEPTIONS

Instructions to Bidders:

5.1 The Bidder shall fully state each exception taken to the Specifications or other Contract Documents in Section 5.3 of this Part.

5.2 Bidder is cautioned that any exception taken by Bidder and deemed by Owner to be a material qualification or variance from the terms of the Contract Documents may result in this Bid being rejected as non-responsive.

5.3 Exceptions:

Item #5 to consist of furnishing and directionally
drilling 2" HDPE material in lieu of PVC.

PART 6
NEPOTISM DISCLOSURE

Contractor: Evans Development Co., Inc., d.b.a. EDCO

Project: Jackson Street Lighting Improvements

For purposes of compliance with Indiana Code Chap. 36-1-21, please specify below whether Contractor (individual), or a person who wholly or partially owns Contractor (business), is a relative, as that term is defined by Indiana Code § 36-1-21-3, of either the Mayor of Greencastle, Indiana, or a member of the City Council of Greencastle, Indiana.

☒ Contractor (individual) or Contractor (business) does NOT have a relative who is either the Mayor of Greencastle, Indiana or a member of the City Council of Greencastle, Indiana.

☐ Contractor (individual) or Contractor (business) DOES have a relative who is either the Mayor of Greencastle, Indiana or member of the City Council of Greencastle, Indiana (must specify all relatives below):

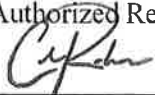
☐ Mayor Lynda Dunbar

☐ City Councilor [please specify name of Councilor(s)]

Name of Authorized Representative (Printed)

Cole T. Roberts, President

Signature of Authorized Representative:



Date: April 16, 2025

PART 7
ADDITIONAL DECLARATIONS

- 7.1 Bidder certifies for itself and all its subcontractors' compliance with existing laws of the City of Greencastle, the State of Indiana and the United States regarding (a) prohibition of discrimination in employment practices on the basis of race, sex, disability, religion, national origin, disabled veteran status and Vietnam-era veteran status.
- 7.2 Bidder certifies that it has thoroughly examined the site of the Work and informed itself fully regarding all conditions under which it will be obligated to operate and that in any way affect the Work, and knows, understands, and accepts the existing conditions. Bidder further certifies that it has thoroughly reviewed the Contract Documents, including all Addenda, and has had the opportunity to ask questions and obtain interpretations or clarifications concerning Contract Documents.
- 7.3 Hiring Practices. The Bidder shall, upon request of the Owner, make available its policies, practices, and standards for the hiring of applicants, except as prohibited under Indiana Code section 22-2-17-3, to the extent such information is related to the provision of services under this Bid.
- 7.4 Bidder Qualifications. Bidder certifies to Owner the following:
- .1 That Bidder is eligible to work in the State of Indiana;
 - .2 That Bidder's labor force participates in apprenticeship or training programs approved by and registered with the United States Department of Labor's Office of Apprenticeship, or its successor organization;
 - .3 That Bidder has implemented an employee drug testing plan that meets, or exceeds, the requirements set forth in IC 36-1-12-24;
 - .4 That Bidder will utilize project managers and superintendents with sufficient relevant management experience to complete bidder's scope of work;
 - .5 That Bidder and its management personnel possess any and all professional trade licenses required by law for any trade or specialty area in which Bidder is seeking a contract award, and said licensures have not been suspended or revoked within the previous five (5) years;
 - .6 That Bidder is utilizing a surety company which is on the United States Department of Treasury's listing of approved sureties; and
 - .7 For contracts estimated to be over \$300,000.00, that Bidder and sub-contractors expected to be awarded at least \$300,000 for the project are qualified under IC 4-13.6-4 or IC 8-23-10.

Violation of this certification shall constitute a material breach of the contract to result from this Bid, and upon such a violation Owner may terminate the contract. In addition, upon a violation of this certification, Owner shall report such violation to the City Legal Department who may, at its discretion, debar the Bidder from eligibility for future city purchasing, bids, contracts, quotes and/or projects.

PART 8
DRUG PROGRAM

- 8.1 Pursuant to IC 4-13-18-5, the Bidder must submit with the Bid a written plan for a program to test the Bidder's employees for drugs. A contractor that is subject to a collective bargaining agreement that establishes an employee drug testing program shall only submit a copy of the relevant part of the collective bargaining agreement establishing the program. Failure to submit a written plan for an employee drug testing program, or relevant parts of a collective bargaining agreement establishing an employee drug testing program shall result in the Bid being rejected as non-responsive.
- 8.2 Attach a copy of your drug testing program or the relevant parts of your collective bargaining agreement establishing a drug testing program to this page.



EDCO SUBSTANCE ABUSE PROGRAM PROGRAM OBJECTIVES

The use of alcohol and other drugs leads to unsafe working conditions for workers, since the impaired worker is a potential hazard to himself and to those working with him.

The purpose of this document is to outline a substance abuse program which, when adopted by owners, contractors, trade unions, and individuals, establishes and helps maintain a drug-free, alcohol-free safe and healthy work environment for all construction workers in Central Indiana.

The Metro Indianapolis Coalition for Construction Safety, Inc. (MICCS) has developed this program to provide the following benefits to the local construction industry:

- ◆ Minimize the duplication of effort created by multiple substance abuse programs that would be necessary were it not for this industry-wide program;
- ◆ Establish minimum standards for substance abuse programs for contractors and building trade unions; and,
- ◆ Assist owners and contractors in developing substance abuse policies that result in increased safety for all on-site workers.

A construction industry team representing owners, contractors, unions, and associations has developed this program. This team has used a number of existing and proposed programs, both local and national. The resulting core program can be supplemented with optional aspects if desired, but forms the common basis for establishing substance abuse programs in our area.

INTRODUCTION

The procedures and guidelines of this program give essential information about the MICCS substance abuse program. No set of standards or guidelines can address all situations that may arise. This program is designed as a guideline, and is intended to be applied with sound judgement and common sense.

MICCS owners are encouraged to implement, publish, maintain and enforce a contractor substance abuse policy which includes prohibiting the unlawful use, possession, consumption, manufacture, distribution (for sale or not) of a controlled substance in the work place that meets or exceeds these guidelines.

All bid documents, as well as contract documents, should address this substance abuse program as outlined in these guidelines, or one which is more stringent than this policy. By signing a contract agreement with such owners or contractors, such signatories certify that their employees will comply with the owner's written substance abuse testing policy.

Contractor's employees working on or visiting a participating owner's job site, including workers, new hires, replacements, and supervisory personnel, are subject to annual testing, testing for probable cause/reasonable suspicion, post-accident/incident testing, and return to duty/follow up testing as a condition of contract between the contractor and the owner.

The contractor shall comply with owner requirements, when the owner requirements are more stringent than the contractor's.

The contractor should provide training to employees, including new hires, to help them understand the contractor's substance abuse testing policy, the effects of substance abuse on personal health and the work environment. Recognizing the behaviors common to substance abuse and the procedures for conducting substance abuse testing should also be included as a part of this training.

Contractors are required to maintain a record keeping system that would allow an owner or another contractor with whom the contractor has entered into agreement, to effectively conduct a compliance audit.

To protect everyone's legal interest contractors should obtain a written consent from each employee allowing the release of otherwise confidential drug testing information to an owner.

The MICCS Substance Abuse Program urges employers to provide an employee with a means of assistance should the employee be found to have abused substances. Services provided may include but are not limited to: Further evaluation for medical/behavioral problems; referral to outpatient treatment and other resources; referral to inpatient treatment; further substance abuse testing and monitoring and/or self help groups.

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I DEFINITIONS

TO ENSURE COMMON UNDERSTANDING OF TERMS, THE FOLLOWING DEFINITIONS SHOULD BE CONSISTENTLY USED:

Accredited Laboratory (SAMHSA): A federally certified laboratory approved by the Department of Health and Human services (DHHS) for testing of prohibited items and substances.

Accident/Incident: Any event caused by an employee, either directly or indirectly, that results in treatment by a health care provider, or that resulted in damage to property. This would also include any serious near-miss incidents.

Adulteration: Tampering with a test sample by the substitution or addition of other ingredients to mask the presence or use of illegal drugs, resulting in a specimen that contains a substance that is not expected to be present in human urine, or contains a substance expected to be present but is at a concentration so high that it is not consistent with human urine.

Annual: Each employee's obligation to be tested at least every 12 months.

Controlled Substances: Includes all illegal drugs as listed in this policy and per the Department of Transportation (DOT) limits, (including controlled substances, look alike drugs and designer drugs), prescription drugs used by one for whom they were not prescribed, overuse of prescription drugs prescribed for the user, drug paraphernalia, and alcoholic beverages in the personal possession of or being used by an employee on the premises, or while assigned to work off premises..

Confirmation Test: A second test performed by a SAMHSA - certified laboratory, on the same sample used for the screen test, which uses the more complex methodology of GC/MS (gas chromatography/mass spectrometry), that is more precise for the purposes of confirming or refuting screen test results.

Contractor: The corporation, company, or entity that performs construction or maintenance work either directly with its own employees or indirectly with employees of subcontractors. Shall be interpreted to pertain to contractors and/or subcontractors, and/or both, which ever is applicable to the situation.

Counterfeit Drug Card: A MICCS Substance Abuse Identification Card modified in any manner without authorization from MICCS. If the card is part of a program granted reciprocity by MICCS, than modifying that card in anyway not authorized by MICCS would also be considered as a counterfeit card.

Diluted Test: A urine specimen with creatinine and specific gravity values that are lower than expected for human urine.

Follow-up Test - An employee who has had a positive test result and is subject to unscheduled follow up testing per SAP requirements will be required to have such test performed upon notification. Payment arrangements for follow up testing are the responsibility of the employee.

He/His: As used in this program, the terms “he or his” or similar masculine pronouns shall be construed to include the feminine alternatives of such pronouns. Such terms are used solely for grammatical purposes and shall not be construed to limit this program or its application on the basis of gender.

Medical Review Officer (MRO): A licensed physician responsible for receiving laboratory results generated by a substance abuse testing program, who has knowledge of substance abuse disorders, and who has received appropriate medical training to interpret and evaluate an individual’s medical history, and any other relevant biomedical information, as certified by either the American Medical Association (AMA) or the American College of Occupational and Environmental Medicine (ACOEM).

Negative Test: A negative test is obtained if: (1) the screen test indicated the absence of legal or illegal substance in excess of the screen limit; or, (2) the screen test indicates the presence of legal or illegal substances in excess of the screen limit but the confirming test indicates the absence of legal or illegal substance in excess of the confirmation limits; or, (3) the screen test and confirmation test indicated the presence of a legal or illegal substance(s) in excess of the limits but the donor had a valid medical reason for the substance being detected in the specimen..

Owner: The corporation, company, agency, person, or other entity, that hires contractors to perform construction work and/or maintenance work on their premises.

Positive Alcohol Test: A positive alcohol test result is obtained if the breathalyzer test, or it’s equivalent test, indicates the presence of alcohol that meets or exceeds the cut-off limits of the DOT and the Commercial Drivers License (CDL) guideline requirements listed in this policy.

Positive Drug Test: A positive test result is obtained if the substance abuse test result indicates the presence of illegal substances that meet or exceed both the screen and confirmation limits listed in this policy, as verified by a Medical Review Officer (MRO), and the MRO has determined that the test results do not stem from use of prescription medicines, over the counter medicines, food, or any cause other than the use of illegal substances. This would also include the illegal use of prescription drugs. (examples would include exceeding the dose of a prescription or over the counter drug and/or using prescription drugs without a prescription.)

Pre-employment/Pre-Job Site Entry: Screening of prospective employees to ascertain whether an applicant is capable of safely performing his duties and of meeting the pre-requisites for employment.

Probable Cause/Reasonable Suspicion: Shall be defined as those circumstances, based on objective evidence about the worker's conduct in the work place, that would cause a reasonable person to believe that the worker is demonstrating signs of impairment due to alcohol or other drugs. It must be based on specific observance(s) which are relative to the current situation/surroundings that concern the appearance, behavior, speech, or body odors of the employee. It is advisable that the objective evidence that gives rise to probable cause is observed by at least two individuals, but it is recognized that in certain circumstances the observation may be made by only one individual. Examples of objective evidence include when a worker shows signs of impairment such as difficulty in maintaining balance, slurred speech, or erratic or atypical behavior. Record of such observation must be documented, and the supervisor must provide the employee with a copy.

Random Testing: An unannounced, unscheduled drug and/or alcohol test, pursuant to an objective method for random selection of employees to be tested. The selection must be truly random without discrimination or arbitrary selection. Upon notification the employee must immediately report for testing.

Refusal to Test: It is considered a refusal to test if the employee adulterated and/or substituted or refused to provide his urine specimen, or if they failed to appear for testing within a reasonable time, or to remain at the testing site until testing process is complete, or if they failed to provide a sufficient amount of urine without a medical reason, and/or failed to undergo an MRO directed medical evaluation for such a reason. Failure to cooperate with any part of the testing process, including the use of abusive language or behaving in a threatening manner, or behaving in a confrontational way that disrupts the testing procedure, shall also be considered a refusal to test. A refusal to test will be treated in the same manner as a person who has a positive test result.

Return to Duty Testing: If an employee has received a positive test result he must take another test, termed a "return to duty test" before he is eligible to return to work, and he must receive a negative result. Payment arrangements for this test are the responsibility of the employee.

Substance Abuse Professional (SAP): A licensed physician (Medical Doctor or Doctor of Osteopathy), a licensed or certified psychologist, a licensed or certified social worker, or a licensed or certified employee assistance professional. Additionally alcohol and drug abuse counselors must be certified by the National Association of Alcoholism and Drug Abuse Counselors (NAADAC) Certification Commission, a national organization that imposes qualification standards for treatment of alcohol and/or drug related disorders. All must have knowledge of and clinical experience in the diagnosis and treatment of substance abuse-related

disorders, and must have successfully completed all certifications required as provided by the DOT regulations.

II TESTING POLICY AND PROCEDURES

A. TYPES AND CIRCUMSTANCES FOR TESTING

Contractors are required to send all drug test results, regardless of the reason for testing, to the MICCS database. The following is a listing of the types of testing, and required time frames for such testing, as required under this policy:

- 1. Annual/Pre-employment Testing** - Each onsite contractor employee is to be tested or provide documentation of having been tested within the past 12 months, and is to participate in annual testing. To preserve resources of time and money each time an employee is tested, regardless of the reason, the latest test date will become their new annual testing date for purposes of the MICCS program. This policy prohibits a contractor from giving any more than 14 days notice to an employee of annual/pre-employment testing dates. It is not the intent of this policy to punish anyone because of failure to remember their annual test. Therefore, employers should have some type of system to inform employees when their annual test is due.
- 2. Post Accident Testing** - A substance abuse drug and alcohol test of an onsite contractor employee is required when they are involved in any accident/incident or event, caused by them either directly or indirectly, that results in treatment by a health care provider, or that results in damage to property, including any serious near-miss incident. The test is to be administered either at the time of the first physician visit, or on the day of the incident/property damage.
- 3. Probable Cause/Reasonable Suspicion Testing** - A substance abuse drug and alcohol test shall be required at the time of observable probable cause circumstances, based on objective evidence about the worker's conduct in the workplace, that would cause a reasonable person to believe that the worker is demonstrating signs of impairment due to alcohol or other drugs. Examples of objective evidence include when a worker shows signs of impairment such as difficulty in maintaining balance, slurred speech, or erratic or atypical behavior, etc. Such observation must be documented, and the supervisor shall provide the employee with a copy.
- 4. Random testing** - MICCS owners reserve the right to conduct random testing of contractor employees working on their premises. It is the owner's responsibility to see that their selection is truly random without discrimination or arbitrary selection. Random testing is to be an unannounced, unscheduled drug and/or alcohol test, and upon notification the employee must immediately report to the testing facility.
- 5. Return to Duty Testing** – For an employee to be eligible to return to work after having a positive test result, he will be required to take a return to duty test, and the result must be negative. Payment arrangements for a return to duty test are the responsibility of the

employee.

6. **Follow-up Testing** - An employee who is subject to unscheduled follow-up testing, as the result of a SAP requirement, will be required to have such test performed upon notification, and the results must be negative. Payment arrangements for follow-up testing are the responsibility of the employee.

B. DRUG TESTING PROCEDURES

1. **Specimen Collection:** Specimen collection will be conducted in accordance with the Department of Health and Human Services (DHHS) "Mandatory Guidelines for the Federal Workplace Drug Testing Programs," as set forth in the Federal Register, and testing shall only be performed by DHHS-approved laboratories as set forth in the Federal Register. Specimen collection will be conducted in accordance with applicable state and federal law. The procedure will be designed to ensure the security and integrity of the specimen provided by each employee and those procedures will strictly follow accepted federal DOT chain-of-custody guidelines. Moreover, every reasonable effort will be made to maintain the dignity of anyone submitting a specimen for this program.
 - a. The employee will provide a urine specimen for the drug test. If a urine sample is not possible to obtain, an alternative specimen (ie: saliva, breath, hair, etc.) may be provided that is acceptable for the situation.
 - b. A photo ID must be presented at the time of collection to ensure proper identity.
 - c. The donor will be asked to empty his pockets and display them to the collector, as required by Department of Transportation collection rules and regulations.
 - d. A donor will have up to two hours to provide a specimen. If he leaves before two hours and does not give a sample, he will be considered as having refused to test. The donor will be afforded privacy for the urine collection unless the collector observes evidence of an employee's attempt to tamper with a specimen, or the temperature range of the original specimen was out of normal range, or the specimen appeared to have been tampered with, or the specimen was determined invalid by the laboratory.
 - e. Upon completion of testing the donor will be given a copy of form CCF (Custody and Control Form)
2. **Laboratory Testing Procedures:**

All substance analysis will be done in SAMHSA laboratories certified by DHHS (Department of Health and Human Services). Laboratory procedures will include:

 - a. Initial screen on each specimen. In the event that the initial test is positive a confirmation test will automatically be performed using the GCMS method. A test is considered positive if the detected level of the drug is at or above the cutoff level listed herein. MICCS recommends that no adverse action or discipline be taken

against any worker or applicant for employment on the basis of any positive test that has not been “confirmed”.

- b. Validity testing on each specimen will automatically be performed. Each specimen is measured for creatinine level, specific gravity, and pH to determine if any of the following occurred:
 - ◆ Adulterants or foreign substance were added to the urine;
 - ◆ The specimen was substituted; or,
 - ◆ The urine was diluted.
- c. The laboratory will report all results to the MRO (Medical Review Officer). The MRO will make a final determination as to the verified result and the results will be reported to the designated contractor’s employee representative.

3. MRO Procedures:

All drug testing shall come under the control and supervision of a physician with confidentiality protected in accordance with state law and the “American Medical Association’s Code of Ethical Conduct for Physicians Providing Occupational Medical Services” or the Medical Review Officer Manual, as developed by the National Institute on Drug Abuse (NIDA). All testing results shall be verified by a MRO. The MRO is a licensed physician responsible for receiving laboratory results generated by a substance abuse testing program, who has knowledge of substance abuse disorders, and who has received appropriate medical training to interpret and evaluate an individual’s medical history, and any other relevant biomedical information, as certified by either the American Medical Association (AMA) or the American College of Occupational and Environmental Medicine (ACOEM). He provides a medical review on all test results issued by the laboratory as follows:

- a. If the laboratory result is negative, the review is completed and a negative result is mailed.
- b. If the laboratory result is positive, adulterated, substituted, or invalid, the MRO will:
 - ◆ Make one attempt to contact the donor by telephone to inform him of the results and complete an interview to determine whether a legitimate medical explanation exists for the result reported by the lab
 - ◆ If he was able to leave a message, but unable to talk to the employee by 10:00 AM of the following workday morning he will call the employer to report the results. In any case, the employee always has the opportunity to discuss the test results with the MRO.

4. Specimen Retest Protocol:

When the MRO has informed the employee of a verified “positive drug test” or “refusal to test” because of adulteration or substitution, the employee/worker has 72 hours from the time of notification to request a retest of his specimen at a different SAMHSA laboratory. The cost of the test will be the responsibility of the employee/worker. The employee may make the request verbally or in writing and make proper arrangements for payment with the MRO service. If the result of the retest is different from the original

result, the test will be cancelled, and a recollection will be needed.

C. ALCOHOL TESTING PROCEDURES

Employees/workers involved in an accident/incident, or who are demonstrating reasonable suspicion, as defined in an earlier section of this policy, shall be required to take an alcohol test.

Tests for alcohol shall be performed using the breath or blood to determine a BAC (blood alcohol content). If possible, a breathalyzer type instrument conforming to DOT standards should be used. If that is not available, then a blood draw may be used.

Failure to provide a sufficient breath sample to complete a breath test or refusing to provide a blood sample will be considered a “refusal to test” and have the same consequences as a positive test.

A test is considered positive if the BAC is at or above a .04%.

III DRUG TESTING RESULTS AND SANCTIONS/CONSEQUENCES

A. MICCS IDENTIFICATION CARD AND DATABASE PROTOCOL:

1. Test results from all MICCS required testing will be entered into the MICCS database. The employee’s annual test date will automatically be updated with the entry of a negative result.
2. A MICCS card will be issued to the employee with a negative test result. A new card will not be issued each time a test is taken; The card will be issued periodically as is needed to update the employee’s photo and/or to replace a worn, unreadable card.
3. The MICCS cards will display the employee’s picture, name, and a computer assigned identification number. If the employee is collected at a location without the capabilities to take photos, the MICCS ID card will be issued without a picture. If a photo was not taken at the time of testing, Midwest Toxicology can take one for you at a later date and reissue the card. There will be a fee for this service. The MICCS Substance Abuse Card is the property of MICCS and contractors are asked to make every effort to retrieve the card of any person whose card has become invalid.
4. Contractors are required to send testing results to the database for tests taken for

post accident, annual, probable cause/reasonable suspicion, random, follow-up, and return to duty testing.

B. EXPLANATION OF DRUG TESTING RESULTS

1. **Negative Testing Result** – A result is considered negative if the laboratory finds no drug metabolite levels over the confirmed cutoff values. The employee's card will be updated in the MICCS database.
2. **Positive Testing Result** – A result is considered positive if the presence of the drug meets or exceeds both the screening and confirmation levels listed in Appendix B, as verified by a MRO, and the MRO has determined that the test results do not stem from use of prescription medications, over the counter medications, food, or any reason other than the use of illegal substances or controlled substances used illegally.
3. **Diluted Specimen** - A diluted specimen result will require a retest. The MICCS database manager will report the dilute to the designated contractor representative. A detailed explanation of a diluted specimen and instructions regarding recollection procedures are included in Appendix B, and are to be furnished to the employee prior to retesting. A second diluted test without a medical reason carries the same consequences as testing positive. The collection for another test must be done the following morning of the workday after the employee /contractor has been notified, unless there are acceptable circumstances communicated to and approved by the database manager. The database manager can at their discretion reject the explanation. If the two parties cannot agree they can contact the MICCS Office and the Substance Abuse Committee may consider the matter further.
4. **Refusal to Test** - Refusal to submit to a test will carry the same consequences as a positive test. It will be considered a refusal to test if the employee:
 - a. Fails to appear for any required test within a reasonable time, or fails to remain at the testing site until the testing process is complete.
 - b. Fails to provide sufficient amount of urine within the required time (2 hours) unless a legitimate medical explanation exists. This determination of whether a valid medical explanation exists rests with the MRO.
 - c. Fails to undergo a medical examination or evaluation to meet medical explanation requirements in item b above.
 - d. Is issued an adulterated or substituted test result
 - e. Fails to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behaves in a

confrontational way that disrupts the collection process).

5. Adulterated Test - If it is determined that a test was tampered with by the substitution or addition of other ingredients to mask the presence or use of illegal drugs as outlined earlier in this program, the test result shall be treated as a positive, and will have the same consequences as a positive test result.

C. SANCTIONS/CONSEQUENCES IMPOSED FOR FAILING A DRUG TEST

MICCS requires contractor employees who test positive or refuse to test, to surrender his MICCS Substance Abuse Card. The employee must complete a program of rehabilitation to include the following steps to be eligible to return to a MICCS owner site:

1. The employee must arrange for an evaluation with a Substance Abuse Professional (SAP).
2. The SAP evaluation must specify that the employee attend education classes and/or treatment, and that the employee be required to perform the actions recommended by the SAP, or his assigned rehabilitation specialists, and also require that the employee be subject to random follow-up testing not less than three times within the next twelve month period from his return to work test. Additionally the employee will not be allowed to take another MICCS drug test for at least 14 days from the date of the first positive test.
3. The employee is required to submit a letter from the SAP to the MICCS database, concerning their fitness for duty. The letter from the SAP must state the individual is fit for duty, can be returned to work, and is eligible for the return to duty test.
4. The employee must submit to a return to duty test and receive a negative result and the result must be submitted to the MICCS database for entry.
5. The employee must actively complete any ongoing rehabilitation and follow up testing required by the SAP to keep the MICCS card valid.
6. Arrangement for all costs of the above items is the responsibility of the employee.
7. An employee/worker testing positive three times within a twelve month period will not be eligible to retest or obtain a MICCS Substance Abuse Card for a period of one year, and will therefore be unable to work on MICCS owners sites during that period.
8. The imposition of any of the above sanctions shall result in the

employee/worker surrendering his MICCS Substance Abuse Card. The employee's card shall be rendered "invalid" in the database.

9. The result of a person using a counterfeit drug card will be the same as a positive drug test.

IV. EMPLOYEE RESPONSIBILITIES

All contractor employee's have a responsibility to report to work fit for duty, including being in the appropriate mental and physical condition necessary to perform work in a safe, competent manner, free of the influence of drugs and alcohol. He also has an obligation to report to his employer any medications that may impair his job performance and his or others safety.

Contractor employee's are expected to consent to and participate in owner/employer required testing and consent to the release of the drug screen results to the employer, and to the MICCS database, or for specific purposes as permitted by law. It will be considered a refusal to test if the employee adulterates and/or substitutes or refuses to provide his urine specimen, or fails to appear for testing within a reasonable time, or fails to remain at testing site until testing process is complete, or fails to provide a sufficient amount of urine, without a medical reason, and/or fails to undergo MRO directed medical evaluation. Failure to cooperate with any part of the testing process, including the use of abusive language or behaving in a threatening manner, or behaving in a confrontational way that disrupts the testing procedure, shall be treated in the same manner as a person who has a positive test result, and they shall be ineligible to work on MICCS owner sites.

V OWNER INFORMATION - AUDITING

The owner reserves the right, under conditions of strict confidentiality, to inspect contractor's substance abuse testing program records within twenty-four (24) hours of the owner's notification of an intent to audit. Owners can audit the validity of on-site contractor's employees at any time by furnishing the MICCS database manager with a list of contractor's onsite employees' names and social security numbers. Owners may also request random drug testing of contractor employees working on their site. When requested to take a random drug test, the employee must immediately report for testing. Neither the employee nor the contractor shall receive prior notification of dates or times of random drug testing.

APPENDIX A

SAMHSA DRUG SCREEN

Drugs of abuse tested in a routine SAMHSA 5-Panel Screen

The MICCS program will use the drug screen components and cut-off levels listed below. In addition to these levels and substances the creatinine level and specific gravity of the specimen will be measured. If the creatinine level is less than 20 ml/dl and the Specific Gravity is less than 1.003, the sample will be considered dilute and another collection will be required. The second sample will be requested to be collected the following morning from the time of notification of a diluted sample. Those samples containing adulterants or considered substituted as determined by the laboratory will be considered as a positive test.

Type	Preliminary <u>Cut-Off Levels (ng/ml)</u>	Confirmation <u>Levels</u>
	Preliminary Cut-Off Levels (ng/ml)	Confirmation Levels
Amphetamines	1000	500
Cocaine	300	150
PCP – Phencyclidine	25	25
Opiates	2000	2000
THC – Cannabinoids	50	15

Ethanol (Alcohol)	.04% w/vol. (enzyme assay)	.04% w/vol. (GC/FD)
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ALCOHOL TESTING LEVEL

The minimum requirement for a positive test result for alcohol will be a BAC of 0.04% w/vol., a level consistent with Department of Transportation and the Commercial Driver's License Guideline Requirements.

New drugs, preliminary cut off and confirmation levels may be modified periodically in order to parallel the Department of Transportation and the Commercial Drivers License guideline requirements.

APPENDIX B

INSTRUCTIONS FOR DILUTED SPECIMEN RETEST

A diluted specimen result will require a retest, and a second diluted result, without a medical reason, will result in the same consequences as a positive test result. . The MICCS database manager will report the dilute result to the employer's representative. The employee is to be provided with the below specific instructions on fluid intake prior to retesting, to prevent another diluted specimen.

The collection for another test must be done the following morning of the workday after the employee /contractor has been notified, unless there are reasonable circumstances communicated and approved by the database manager. The database administrator may at its discretion reject the explanation. If the employee or contractor disputes the decision of the database manager the employee/contractor can contact the MICCS office and the Substance Abuse Committee may consider the matter further.

INSTRUCTIONS TO BE GIVEN TO EMPLOYER PRIOR TO RETESTING

1. Consume no fluids after 9:00 PM the night before collection.
2. Limit fluid intake to a minimum the day of collection.
3. Supervisor will advise the time and location of testing.
4. It is the employee's responsibility to monitor their intake of fluids to prevent another dilute specimen.

If the employee has a medical condition that will cause a dilute specimen he will need to have his physician provide medical information to the MRO for evaluation. His physician must provide this information in writing to the MRO for evaluation at Midwest Toxicology Services Inc. The MRO will, after reviewing the information from the physician, issue a final report to his employer.

Medical Review Officer
Midwest Toxicology Services Inc.
324 E. New York St., Suite 300
Indianapolis, IN. 46204

FAX 317-262-2222

PART 9
NON-COLLUSION AFFIDAVIT

The individual person(s) executing this Proposal, being first duly sworn, depose(s) and state(s) that the Bidder has not directly or indirectly entered into a combination, collusion, undertaking or agreement with any other bidder or person (i) relative to the price(s) proposed herein or to be bid by another person, or (ii) to prevent any person from bidding, or (iii) to induce a person to refrain from bidding; and furthermore, this Bid Proposal is made and submitted without reference to any other bids and without agreement, understanding or combination, either directly or indirectly, with any persons with reference to such bidding in any way or manner whatsoever.

PART 10
E-VERIFY PROGRAM

Pursuant to Indiana Code 22-5-1.7-11.1, the contractor awarded the Bid is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The contractor who is awarded the Bid is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The individual person(s) executing this Proposal, being first duly sworn, depose(s) and state(s) that the Bidder does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into an agreement for this Bid, the undersigned business entity will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

PART 11
SIGNATURES

[Signature by or on behalf of the Bidder in the spaces provided below shall constitute execution of each and every Part of this Itemized Proposal and Declarations document. SIGNATURE MUST BE PROPERLY NOTARIZED.]

Written Signature: _____



C. Roberts

Printed Name: Cole T. Roberts

Title: President

Important - Notary Signature and Seal Required in the Space Below

STATE OF Indiana

SS: _____

COUNTY OF Marion



J GAHIMER
Notary Public
Hancock County
Commission Number **NP0672207**
Expiration Date **08-26-2031**

Subscribed and sworn to before me this 16th day of April, 20 25.

My commission expires: 08/26/2031

(Signed) _____

J. Gahimer

Residing in Hancock

County, State of Indiana

BID OF

Evans Development Co., Inc., d.b.a. EDCO

Contractor)

2101 National Avenue

(Address)

Indianapolis, IN 46227

FOR

PUBLIC WORKS PROJECTS

OF

Greencastle Board of Public Works

Jackson Street Lighting Improvements

Filed April 16, 2025

Action taken



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): April 16, 2025

1. Governmental Unit (Owner): City of Greencastle, Indiana

2. County: Putnam

3. Bidder (Firm): Evans Development Company, Inc. D.B.A EDCO

Address: 2101 National Ave.

City/State/ZIPcode: Indianapolis, IN 46227

4. Telephone Number: (317) 787-6665

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 _____

(Governmental Unit) in accordance with plans and specifications prepared by Matthew Larrabee,

DB Engineering and dated 04/01/2025 for the sum of
seven hundred fifty-eight thousand four hundred twenty-five dollars \$ 758,425.00

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.

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. Understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

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

Contracting Authority Members:

PART II

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

Governmental Unit: Greencastle Board of Public Works

Bidder (Firm): Evans Development Co., Inc., d.ba. EDCO

Date: April 16, 2025

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

SECTION I EXPERIENCE QUESTIONNAIRE

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

Contract Amount	Class of Work	Completion Date	Name and Address of Owner
\$1,486,201.50	General Construction	04/30/2020	City of Lawrence Utility Service Board (LS19)
\$1,749,778.00	General Construction	09/30/2020	City of Indianapolis, DPW (Fall Creek Trail)
\$477,547.60	General Construction	03/31/2021	City of Indianapolis, DPW (On Call Curbs & Sidewalks)
\$209,650.00	General Construction	12/30/2020	Indianapolis Airport Authority (Grease Interceptor)

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
\$364,160.00	General Construction	10/10/2021	Butler University (Butler Sciences Bldg)
\$947,393.07	General Construction	06/01/2021	Hancock County Board of Commissioners
\$665,351.00	General Construction	07/01/2021	City of Shelbyville
\$348,117.80	General Construction	05/25/2021	City of Indianapolis, DPW (Monument Circle/Allegheny)

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.

Butler University, 4600 Sunset Ave., Indianapolis, IN

Vertellus, 201 N. Illinois St., Suite 1800, Indianapolis, IN

Indianapolis Airport Authority, 7800 Col. H. Weir Cook Memorial Dr., Indianapolis, IN

Delta Airlines Corporate Real Estate, 1030 Delta Blvd., Atlanta, GA

FedEx, 30 FedEx Parkway, 1st Floor Horizontal, Collierville, TN

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.)

Per the Plans and Specifications

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.

Too numerous to mention.

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.

No Bid Bond requested.

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.

Whatever is needed to complete the Project.

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 Indianapolis this _____ day of _____,

Evans Development Co., Inc., d.b.a EDCO

(Name of Organization)

By _____

Cole T. Roberts, President

(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF Indiana)
COUNTY OF Marion) ss

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

Subscribed and sworn to before me this 16th day of April, 2025.



J GAHIMER
Notary Public
Hancock County
Commission Number NP0672207
Expiration Date 08-26-2031

J. Gahimer
Notary Public

My Commission Expires: 08/26/2031

County of Residence: Hancock

Contractor's Financial Statement

Submitted by Evans Development Co., Inc., d.b.a. EDCO

Principal Office at 2101 National Ave., Indianapolis, IN 46227

To: Greencastle Board of Public Works

X

A Corporation
A Co-partnership
An Individual

Conditions at close of business December 31, 20 23

ASSETS		Dollars	Cts
1. Cash: (a) On hand \$ _____, (b) In Bank \$ <u>520,140</u> , (c) Elsewhere \$ _____		520,140	
2. Notes receivable	(a) Due within 90 days _____ (b) Due after 90 days _____ (c) Past Due _____		
3. Accounts receivable from completed contracts, exclusive of claims not approved for payment _____		5,800,164	
4. Sums earned on uncompleted contracts as shown by engineer's or architect's estimate	(a) Amount receivable after deducting retainage <u>C & E > B</u> _____ (b) Retainage to date, due upon completion of contracts _____	76,853	
5. Accounts receivable from sources other than construction contracts _____		341,194	
6. Deposits for bids or other guarantees:	(a) Recoverable within 90 days _____ (b) Recoverable after 90 days _____		
7. Interest accrued on loans, securities, etc _____			
8. Real Estate:	(a) Used for business purposes _____ (b) Not used for business purposes _____		
9. Stocks and bonds:	(a) Listed - present market value _____ (b) Unlisted - present market value _____		
10. Materials in stock not included in Item 4	(a) For uncompleted contracts (present value) _____ (b) Other materials (present value) _____		
11. Equipment, book value _____		563,762	
12. Furniture and fixtures, book value <u>and leasehold improvement</u> _____		17,738	
13. Other Assets _____		11,419	
Total Assets:		7,331,270	
LIABILITIES			
1. Notes payable	(a) To banks regular _____ (b) To banks certified checks _____ (c) To others for equipment obligations _____ (d) To others exclusive of equipment obligations _____	335,163	
2. Accounts payable:	(a) Not past due _____ (b) Past due _____	3,126,185	
3. Real estate encumbrances Retainages Payable		26,566	
4. Other liabilities		290,098	
5. Reserves- <u>B > C & E</u>		324,338	
6. Capital stock paid up:	(a) Common _____ (b) Common _____ (c) Preferred _____ (d) Preferred _____	2,000	
7. Surplus (net worth)		3,226,920	
Total Liabilities		7,331,270	
CONTINGENT LIABILITIES			
1. Liability on notes receivable, discounted or sold			
2. Liability on accounts receivable, pledged, assigned or sold			
3. Liability as bondsman			
4. Liability as guarantor on contracts or on accounts of others			
5. Other contingent liabilities			
Total Contingent Liabilities			

DETAILS RELATIVE TO ASSETS

1	Cash	(a) on hand _____ \$ _____	
		(b) deposited in banks named below _____ 520,140	
		(c) elsewhere — (state where) _____	
Name of Bank	Location	Deposit in Name of	Amount
Star Financial Bank	46 Monument Circle, Indianapolis, IN 46204	EDCO	520,140

2*	Notes Receivable	(a) due within 90 days _____ \$ _____		
		(b) due after 90 days _____ \$ _____		
		(c) past due _____ \$ _____		
Receivable from: Name & Address	For What	Date of Maturity	How Secured	Amount

Have any of the above been discounted or sold? _____ If so, state amount, to whom, and reason _____

3*	Accounts Receivable from completed contracts exclusive of claims not approved for payment 5,800,164		
Name and Address of Owner	Nature of Contract	Amount of Contract	Amount Receivable

4*	Sums earned on uncompleted contracts, as shown by engineer's or architect's estimate:	
	(a) Amount receivable after deducting retainage C&E > B	76,853
	(b) Retainage to date due upon completion of contract	341,194

Designation of Contract and Name and Address of Owner	Amount of Contract	Amount Earned	Amount Received	Retainage		Amount Exclusive of Retainage
				When Due	Amount	

Have any of the above been sold, assigned, or pledged? _____ If so, state amount, and reason _____

* List separately each item amounting to 10 per cent or more of the total and combine the remainder.

DETAILS RELATIVE TO ASSETS (Continued)

5*	Accounts receivable not from construction contracts _____ \$ _____		
	Receivable from: Name and Address	For What	When Due

What amount, if any, is past due _____ \$ _____

6	Deposits with bids or otherwise as guarantees _____ \$ _____		
	Deposited with: Name and Address	For What	When Recoverable

7	Interest Accrued on loans, securities, etc _____ \$ _____		
	Deposited with: Name and Address	For What	When Recoverable

8*	Real estate book value	(a) Used for business purposes _____ \$ _____ (b) Not used for business purposes _____ \$ _____
	Improvement	Total Book Value
Description of Property	Nature of Improvement	Book Value

Location	Held in Whose Name	Assessed Value	Amount of Encumbrances

*List separately each item amounting to 10 per cent or more of the total and combine the remainder.

DETAILS RELATIVE TO ASSETS (Continued)

9	Stocks and Bonds (a) Listed – present market value \$ _____ (b) Unlisted – present market value \$ _____						
Description	Issuing Company	Last Int. or Div. Paid		Par Value	Present Market Value	Quantity	Amount
		Date	%				
1.							
2.							
3.							
4.							
5.							
Who has Possession		If any are Pledged or in Escrow, State for Whom and Reason Assessed Value					Amount Pledged or in Escrow

10	Materials in stock and not included in Item 4, Assets: (a) For use on uncompleted contracts _____ (b) Other materials (present value) _____		
Description of Material	Quantity	Present Value	
		For Uncompleted Contracts	Other Material

11	Equipment at book value \$ 563,762				
Quantity	Description and Capacity of items	Age of Items	Purchase Price	Depreciation Charged Off	Book Value

Are there any liens against the above? _____ If so, state total amount \$ _____

*If two of more items are lumped above, give the sum of their ages

DETAILS RELATIVE TO ASSETS (Continued)

12	Furniture and fixtures at book value & Leasehold Improvements	\$ 17,738
13	Other Assets \$ 11,419	
	Description	Amount
	Prepaid Insurance	6,919
	Employee Advances	4,500
	TOTAL ASSETS	
		\$ 7,578,755

Details relative to Liabilities

1	Notes Payable:	(a) To banks, regular	\$	
		(b) To banks for certified checks		
		(c) To others for equipment obligations	335,163	
		(d) To others exclusive of equipment obligations		
To Whom: Name and Address		What Security	When Due	Amount
Star Financial Bank		Assets		0
See Attached				335,163

2	Accounts Payable	(a) Not past due	\$ 3,126,185	
		(b) Past due		
To Whom: Name and Address		What Security	When Due	Amount

3	Real estate encumbrances (see item 8, ASSETS) Retainage Payable	\$ 26,566
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4	Other Liabilities	\$ 290,098
	Description	Amount
	Union Dues & W/H \$12,714; Payroll Tax W/H \$14,970, Accrued Profit Sharing \$84,381,	
	Accrued Payroll \$20,476, Accrued Payroll Taxes \$6,742, Accrued Property Tax \$5,800, Accrued	
	Interest \$0, Accrued Union Benefits \$114,868, Accrued 401k Match \$73, Credit Card Payable	
	\$29,025, Sales Tax Payable \$785	

5	B & C > E \$324,338					
	Interest	Bldgs. Fixtures	Plant Depr	Taxes	Bad Debts	

6	Capital stock paid up	(a) Common	\$ 2,000.00
		(b) Preferred	

7	Surplus	\$ 3,226,920
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TOTAL LIABILITIES \$

If a corporation answer this:

Amount for which incorporated _____ \$ 2,000.00

Capital paid in cash _____ \$ _____

When incorporated 1985

In what state Indiana

Names and titles of all persons having authority to execute and receipt estimate vouchers and to conduct other business for the corporation, including its officers, the signatures of whom are legally binding.

Cole T. Roberts, President

Do you have necessary "certificate of existence" (or certificate of authorization for a foreign corporation) to transact corporate business in this state, under the terms of Public Law 149, Acts of 1986, and acts amendatory thereto? Yes.

If a co-partnership answer this:

Date of organization _____

State whether co-partnership is general, limited or association _____

Give the names, addresses and proportional interests of all parties:

Name	Address	Share
		\$
		\$
		\$
		\$
		\$
		\$
		\$

The name of the partnership firm under which the above partners are operating is _____

Give names and titles of all having authority to execute and receipt estimate vouchers and to conduct other business for the partnership, the signatures of whom are legally binding.

Affidavit for Individual

STATE OF _____
COUNTY OF _____ SS: }

_____ being duly sworn, deposes and says that the foregoing financial statement, taken from his books, is a true and accurate statement of his financial condition as of the date thereof and that the answers to the foregoing interrogatories are true.

Subscribed and sworn to before me this _____
(Applicant must sign here)

_____ day of _____ 20____

Notary Public

Affidavit for Co-Partnership

STATE OF _____
COUNTY OF _____ SS: }

_____ being duly sworn, deposes and says that he is a member of the firm of _____; that he is familiar with the books of the said firm showing its financial condition; that the foregoing financial statement, taken from the books of said firm, is a true and accurate statement of the financial condition of the said firm as of the date thereof and that the answer to the foregoing interrogatories are true.

Subscribed and sworn to before me this _____
(Member of firm must sign here)

_____ day of _____ 20____

Notary Public

Affidavit for Corporation

STATE OF Indiana
COUNTY OF Marion SS: }

Cole T. Roberts being duly sworn, deposes and says that he is

President of the Evans Development Company, Inc. corporation described in and which executed the foregoing statement; that he is familiar with the books of the said corporation showing its financial condition; that the foregoing financial statement, taken from the books of the said corporation, is a true and accurate statement of the financial condition of said corporation as of the date thereof and that the answers to the foregoing interrogatories are true.

Subscribed and sworn to before me this

16th day of April, 2025


(Officer must sign here)


Notary Public



J GAHIMER
Notary Public
Hancock County
Commission Number NP0672207
Expiration Date 08-26-2031

Evans Development Company
Notes Payable - 2023

To Whom	What Security	When Due	Amount
Ford Credit	2020 Ford F-250SD	5/24/2027	\$ 41,316.00
Ford Credit	2021 Ford F-150	1/21/2027	37,699.00
Ford Credit	2019 Ford F-250	10/24/2024	8,701.00
Ford Credit	2017 Ford Explorer	10/25/2025	14,688.00
Ford Credit	2020 Ford F350	3/6/2028	37,160.00
CAT	Cat 259D3 Compact Track Loader	11/21/2027	90,114.00
CAT	Cat305 Hydraulic Excavator	12/27/2027	105,485.00
Total			<u>\$ 335,163.00</u>

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Evans Development Company, Inc.
DBA EDCO
2101 National Ave
Indianapolis, IN 46227-3509

SURETY:

(Name, legal status and principal place of business)
Merchants Bonding Company (Mutual)
PO Box 14498
Des Moines, IA 50306-3498

Mailing Address for Notices

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)
City of Greencastle
1 N. Locust Street, P.O. Box 607
Greencastle, IN 46135

BOND AMOUNT: ***Five Percent (5%) of the Accompanying Bid***

PROJECT:

(Name, location or address, and Project number, if any)
Jackson Street Lighting Improvements

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 16th day of April, 2025

(Witness)

Evans Development Company, Inc. DBA EDCO

(Principal)

(Title)

Cole T. Roberts, President

Merchants Bonding Company (Mutual)

(Surety)

(Title) Carolyn J. Waggoner, Attorney-in-Fact



MERCHANTS
BONDING COMPANYTM
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Carolyn J Waggoner; Dale E Wolcott; David A Linthicum; Felicia A Johnson; Michael K Corcoran; Nicholas A Tinney; Pamela D Christianson; Stella M Milli; Tiffany T Williams

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of July, 2024.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

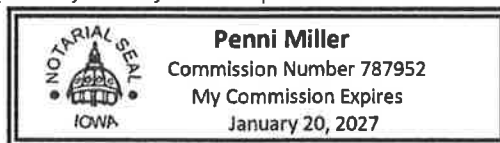
By

Larry Taylor

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of July, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



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

Penni Miller

Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 16th day of April, 2025.



Elisabeth Sandersfeld

Secretary

PART 1
BIDDER'S ITEMIZED PROPOSAL
AND DECLARATIONS
City of Greencastle

Instructions to Bidders:

This form shall be utilized by all Bidders. Except as otherwise specifically provided, all Parts shall be fully and accurately filled in and completed and notarized.

Project: **Indiana Street Lighting Improvements**

Proposal For Construction of: **Installation of lighting improvements along Indiana Street from Washington Street (US 231) to Walnut Street.**

Date: April 16, 2025

To: **City of Greencastle, Board of Public Works**
1 N. Locust Street (P.O. Box 607), Greencastle, Indiana 46135

PART 1
BIDDER INFORMATION
(Print)

1.1 Bidder Name: Evans Development Co., Inc., d.b.a. EDCO

1.2 Bidder Address: Street Address: 2101 National Ave.
City: Indianapolis State: IN Zip: 46227
Phone #: (317) 787-6665 Fax #: ()

1.3 Former Business names of Bidder:

1.4 Bidder is a/an [mark one]:
 Individual Partnership X Indiana Corporation
 Foreign (Out of State) Corporation
 Joint Venture
Other:

PART 2
PROPOSAL (BID)

- 2.1 The undersigned Bidder proposes to furnish all necessary labor, machinery, tools, apparatus, materials, equipment, service and other necessary supplies, and to perform and fulfill all obligations incident thereto in strict accordance with and within the time(s) provided by the terms and conditions of the Contract Documents for the above described Work and Project, including any and all addenda thereto, for the Unit Prices applicable to the Contract Items as stated in Part 3 hereof, which Unit Prices, when multiplied by estimated unit quantities for such Contract Items, total Two hundred twenty thousand Two hundred two Dollars (\$220,262.00). The Bidder acknowledges that evaluation of the lowest Bid shall be based on such sum and further acknowledges that the unit quantities listed in Part 3 of this Proposal are estimates solely for the purpose of bid evaluation and contract award and are not to be construed as exact of binding. The Bidder further understands that all Work which may result of the Contract shall be compensated for on a Unit Price basis and that the Owner and Engineer cannot and do not guarantee the amount or quantity of any item of Work to be performed or furnished under the Contract.
- 2.2 By submitting bid the Bidder agrees the bid proposal and price(s) contained herein shall be valid for ninety (90) days from bid opening.

Indiana Street Lighting Improvements

Item Description	Qty.	Unit	Unit Cost	Total
Construction Engineering	1	LS	\$1,150.00	\$1,150.00
Mobilization/Demobilization	1	LS	\$17,710.00	\$17,710.00
Construction Sign, Type A	8	EA	\$230.00	\$1,840.00
Maintaining Traffic	1	LS	\$16,462.25	\$16,462.25
Excavation, Common	19	CYD	\$516.89	\$9,821.00
PCCP Patching, Full Depth	19	SYS	\$846.76	\$16,088.50
Conduit, PVC, 2 inch, Sch 80	32	LFT	\$21.56	\$690.00
Handhole, Lighting	1	EA	\$2,691.00	\$2,691.00
Wire, THW, No 4 Copper, 4 1/C	32	LFT	\$42.41	\$1,357.00
Light Pole, Foundation	12	EA	\$1,799.75	\$21,597.00
Light Pole, Ornamental	12	EA	\$9,145.38	\$109,744.50
Lighting, Remove and Reset	1	LS	\$16,100.00	\$16,100.00
Metered Service Point	1	EA	\$4,669.00	\$4,669.00
Cable, Pole Circuit, THWN, No 10 Copper	57	LFT	\$4.94	\$281.75
TOTALS				\$220,202.00

PART 4
CONTRACT DOCUMENTS AND ADDENDA

- 4.1 The Bidder agrees to be bound by the terms and provisions of all Contract Documents as defined in the General Conditions and incorporates such Contract Documents herein by reference
- 4.2 The Bidder acknowledges receipt of the following addenda:

<u>Addendum Number</u>	<u>Date</u>
<u>None</u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>

PART 5
EXCEPTIONS

Instructions to Bidders:

- 5.1 *The Bidder shall fully state each exception taken to the Specifications or other Contract Documents in Section 5.3 of this Part.*
- 5.2 *Bidder is cautioned that any exception taken by Bidder and deemed by Owner to be a material qualification or variance from the terms of the Contract Documents may result in this Bid being rejected as non-responsive.*

5.3 *Exceptions:*

None

PART 6
NEPOTISM DISCLOSURE

Contractor: Evans Development Co., Inc., d.b.a. EDCO

Project: Indiana Street Lighting Improvements

For purposes of compliance with Indiana Code Chap. 36-1-21, please specify below whether Contractor (individual), or a person who wholly or partially owns Contractor (business), is a relative, as that term is defined by Indiana Code § 36-1-21-3, of either the Mayor of Greencastle, Indiana, or a member of the City Council of Greencastle, Indiana.

☒ Contractor (individual) or Contractor (business) does NOT have a relative who is either the Mayor of Greencastle, Indiana or a member of the City Council of Greencastle, Indiana.

☐ Contractor (individual) or Contractor (business) DOES have a relative who is either the Mayor of Greencastle, Indiana or member of the City Council of Greencastle, Indiana (must specify all relatives below):

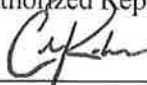
☐ Mayor Lynda Dunbar

☐ City Councilor [please specify name of Councilor(s)]

Name of Authorized Representative (Printed)

Cole T. Roberts, President

Signature of Authorized Representative:



Date: April 16, 2025

PART 7
ADDITIONAL DECLARATIONS

- 7.1 Bidder certifies for itself and all its subcontractors' compliance with existing laws of the City of Greencastle, the State of Indiana and the United States regarding (a) prohibition of discrimination in employment practices on the basis of race, sex, disability, religion, national origin, disabled veteran status and Vietnam-era veteran status.
- 7.2 Bidder certifies that it has thoroughly examined the site of the Work and informed itself fully regarding all conditions under which it will be obligated to operate and that in any way affect the Work, and knows, understands, and accepts the existing conditions. Bidder further certifies that it has thoroughly reviewed the Contract Documents, including all Addenda, and has had the opportunity to ask questions and obtain interpretations or clarifications concerning Contract Documents.
- 7.3 Hiring Practices. The Bidder shall, upon request of the Owner, make available its policies, practices, and standards for the hiring of applicants, except as prohibited under Indiana Code section 22-2-17-3, to the extent such information is related to the provision of services under this Bid.
- 7.4 Bidder Qualifications. Bidder certifies to Owner the following:
- .1 That Bidder is eligible to work in the State of Indiana;
 - .2 That Bidder's labor force participates in apprenticeship or training programs approved by and registered with the United States Department of Labor's Office of Apprenticeship, or its successor organization;
 - 3. That Bidder has implemented an employee drug testing plan that meets, or exceeds, the requirements set forth in IC 36-1-12-24;
 - .4 That Bidder will utilize project managers and superintendents with sufficient relevant management experience to complete bidder's scope of work;
 - .5 That Bidder and its management personnel possess any and all professional trade licenses required by law for any trade or specialty area in which Bidder is seeking a contract award, and said licensures have not been suspended or revoked within the previous five (5) years;
 - .6 That Bidder is utilizing a surety company which is on the United States Department of Treasury's listing of approved sureties; and
 - .7 For contracts estimated to be over \$300,000.00, that Bidder and sub-contractors expected to be awarded at least \$300,000 for the project are qualified under IC 4-13.6-4 or IC 8-23-10.

Violation of this certification shall constitute a material breach of the contract to result from this Bid, and upon such a violation Owner may terminate the contract. In addition, upon a violation of this certification, Owner shall report such violation to the City Legal Department who may, at its discretion, debar the Bidder from eligibility for future city purchasing, bids, contracts, quotes and/or projects.

PART 8
DRUG PROGRAM

- 8.1 Pursuant to IC 4-13-18-5, the Bidder must submit with the Bid a written plan for a program to test the Bidder's employees for drugs. A contractor that is subject to a collective bargaining agreement that establishes an employee drug testing program shall only submit a copy of the relevant part of the collective bargaining agreement establishing the program. Failure to submit a written plan for an employee drug testing program, or relevant parts of a collective bargaining agreement establishing an employee drug testing program shall result in the Bid being rejected as non-responsive.
- 8.2 Attach a copy of your drug testing program or the relevant parts of your collective bargaining agreement establishing a drug testing program to this page.



EDCO SUBSTANCE ABUSE PROGRAM PROGRAM OBJECTIVES

The use of alcohol and other drugs leads to unsafe working conditions for workers, since the impaired worker is a potential hazard to himself and to those working with him.

The purpose of this document is to outline a substance abuse program which, when adopted by owners, contractors, trade unions, and individuals, establishes and helps maintain a drug-free, alcohol-free safe and healthy work environment for all construction workers in Central Indiana.

The Metro Indianapolis Coalition for Construction Safety, Inc. (MICCS) has developed this program to provide the following benefits to the local construction industry:

- ◆ Minimize the duplication of effort created by multiple substance abuse programs that would be necessary were it not for this industry-wide program;
- ◆ Establish minimum standards for substance abuse programs for contractors and building trade unions; and,
- ◆ Assist owners and contractors in developing substance abuse policies that result in increased safety for all on-site workers.

A construction industry team representing owners, contractors, unions, and associations has developed this program. This team has used a number of existing and proposed programs, both local and national. The resulting core program can be supplemented with optional aspects if desired, but forms the common basis for establishing substance abuse programs in our area.

INTRODUCTION

The procedures and guidelines of this program give essential information about the MICCS substance abuse program. No set of standards or guidelines can address all situations that may arise. This program is designed as a guideline, and is intended to be applied with sound judgement and common sense.

MICCS owners are encouraged to implement, publish, maintain and enforce a contractor substance abuse policy which includes prohibiting the unlawful use, possession, consumption, manufacture, distribution (for sale or not) of a controlled substance in the work place that meets or exceeds these guidelines.

All bid documents, as well as contract documents, should address this substance abuse program as outlined in these guidelines, or one which is more stringent than this policy. By signing a contract agreement with such owners or contractors, such signatories certify that their employees will comply with the owner's written substance abuse testing policy.

Contractor's employees working on or visiting a participating owner's job site, including workers, new hires, replacements, and supervisory personnel, are subject to annual testing, testing for probable cause/reasonable suspicion, post-accident/incident testing, and return to duty/follow up testing as a condition of contract between the contractor and the owner.

The contractor shall comply with owner requirements, when the owner requirements are more stringent than the contractor's.

The contractor should provide training to employees, including new hires, to help them understand the contractor's substance abuse testing policy, the effects of substance abuse on personal health and the work environment. Recognizing the behaviors common to substance abuse and the procedures for conducting substance abuse testing should also be included as a part of this training.

Contractors are required to maintain a record keeping system that would allow an owner or another contractor with whom the contractor has entered into agreement, to effectively conduct a compliance audit.

To protect everyone's legal interest contractors should obtain a written consent from each employee allowing the release of otherwise confidential drug testing information to an owner.

The MICCS Substance Abuse Program urges employers to provide an employee with a means of assistance should the employee be found to have abused substances. Services provided may include but are not limited to: Further evaluation for medical/behavioral problems; referral to outpatient treatment and other resources; referral to inpatient treatment; further substance abuse testing and monitoring and/or self help groups.

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I DEFINITIONS

TO ENSURE COMMON UNDERSTANDING OF TERMS, THE FOLLOWING DEFINITIONS SHOULD BE CONSISTENTLY USED:

Accredited Laboratory (SAMHSA): A federally certified laboratory approved by the Department of Health and Human services (DHHS) for testing of prohibited items and substances.

Accident/Incident: Any event caused by an employee, either directly or indirectly, that results in treatment by a health care provider, or that resulted in damage to property. This would also include any serious near-miss incidents.

Adulteration: Tampering with a test sample by the substitution or addition of other ingredients to mask the presence or use of illegal drugs, resulting in a specimen that contains a substance that is not expected to be present in human urine, or contains a substance expected to be present but is at a concentration so high that it is not consistent with human urine.

Annual: Each employee's obligation to be tested at least every 12 months.

Controlled Substances: Includes all illegal drugs as listed in this policy and per the Department of Transportation (DOT) limits, (including controlled substances, look alike drugs and designer drugs), prescription drugs used by one for whom they were not prescribed, overuse of prescription drugs prescribed for the user, drug paraphernalia, and alcoholic beverages in the personal possession of or being used by an employee on the premises, or while assigned to work off premises..

Confirmation Test: A second test performed by a SAMHSA - certified laboratory, on the same sample used for the screen test, which uses the more complex methodology of GC/MS (gas chromatography/mass spectrometry), that is more precise for the purposes of confirming or refuting screen test results.

Contractor: The corporation, company, or entity that performs construction or maintenance work either directly with its own employees or indirectly with employees of subcontractors. Shall be interpreted to pertain to contractors and/or subcontractors, and/or both, which ever is applicable to the situation.

Counterfeit Drug Card: A MICCS Substance Abuse Identification Card modified in any manner without authorization from MICCS. If the card is part of a program granted reciprocity by MICCS, than modifying that card in anyway not authorized by MICCS would also be considered as a counterfeit card.

Diluted Test: A urine specimen with creatinine and specific gravity values that are lower than expected for human urine.

Follow-up Test - An employee who has had a positive test result and is subject to unscheduled follow up testing per SAP requirements will be required to have such test performed upon notification. Payment arrangements for follow up testing are the responsibility of the employee.

He/His: As used in this program, the terms “he or his” or similar masculine pronouns shall be construed to include the feminine alternatives of such pronouns. Such terms are used solely for grammatical purposes and shall not be construed to limit this program or its application on the basis of gender.

Medical Review Officer (MRO): A licensed physician responsible for receiving laboratory results generated by a substance abuse testing program, who has knowledge of substance abuse disorders, and who has received appropriate medical training to interpret and evaluate an individual’s medical history, and any other relevant biomedical information, as certified by either the American Medical Association (AMA) or the American College of Occupational and Environmental Medicine (ACOEM).

Negative Test: A negative test is obtained if: (1) the screen test indicated the absence of legal or illegal substance in excess of the screen limit; or, (2) the screen test indicates the presence of legal or illegal substances in excess of the screen limit but the confirming test indicates the absence of legal or illegal substance in excess of the confirmation limits; or, (3) the screen test and confirmation test indicated the presence of a legal or illegal substance(s) in excess of the limits but the donor had a valid medical reason for the substance being detected in the specimen..

Owner: The corporation, company, agency, person, or other entity, that hires contractors to perform construction work and/or maintenance work on their premises.

Positive Alcohol Test: A positive alcohol test result is obtained if the breathalyzer test, or it’s equivalent test, indicates the presence of alcohol that meets or exceeds the cut-off limits of the DOT and the Commercial Drivers License (CDL) guideline requirements listed in this policy.

Positive Drug Test: A positive test result is obtained if the substance abuse test result indicates the presence of illegal substances that meet or exceed both the screen and confirmation limits listed in this policy, as verified by a Medical Review Officer (MRO), and the MRO has determined that the test results do not stem from use of prescription medicines, over the counter medicines, food, or any cause other than the use of illegal substances. This would also include the illegal use of prescription drugs. (examples would include exceeding the dose of a prescription or over the counter drug and/or using prescription drugs without a prescription.)

Pre-employment/Pre-Job Site Entry: Screening of prospective employees to ascertain whether an applicant is capable of safely performing his duties and of meeting the pre-requisites for employment.

Probable Cause/Reasonable Suspicion: Shall be defined as those circumstances, based on objective evidence about the worker's conduct in the work place, that would cause a reasonable person to believe that the worker is demonstrating signs of impairment due to alcohol or other drugs. It must be based on specific observance(s) which are relative to the current situation/surroundings that concern the appearance, behavior, speech, or body odors of the employee. It is advisable that the objective evidence that gives rise to probable cause is observed by at least two individuals, but it is recognized that in certain circumstances the observation may be made by only one individual. Examples of objective evidence include when a worker shows signs of impairment such as difficulty in maintaining balance, slurred speech, or erratic or atypical behavior. Record of such observation must be documented, and the supervisor must provide the employee with a copy.

Random Testing: An unannounced, unscheduled drug and/or alcohol test, pursuant to an objective method for random selection of employees to be tested. The selection must be truly random without discrimination or arbitrary selection. Upon notification the employee must immediately report for testing.

Refusal to Test: It is considered a refusal to test if the employee adulterated and/or substituted or refused to provide his urine specimen, or if they failed to appear for testing within a reasonable time, or to remain at the testing site until testing process is complete, or if they failed to provide a sufficient amount of urine without a medical reason, and/or failed to undergo an MRO directed medical evaluation for such a reason. Failure to cooperate with any part of the testing process, including the use of abusive language or behaving in a threatening manner, or behaving in a confrontational way that disrupts the testing procedure, shall also be considered a refusal to test. A refusal to test will be treated in the same manner as a person who has a positive test result.

Return to Duty Testing: If an employee has received a positive test result he must take another test, termed a "return to duty test" before he is eligible to return to work, and he must receive a negative result. Payment arrangements for this test are the responsibility of the employee.

Substance Abuse Professional (SAP): A licensed physician (Medical Doctor or Doctor of Osteopathy), a licensed or certified psychologist, a licensed or certified social worker, or a licensed or certified employee assistance professional. Additionally alcohol and drug abuse counselors must be certified by the National Association of Alcoholism and Drug Abuse Counselors (NAADAC) Certification Commission, a national organization that imposes qualification standards for treatment of alcohol and/or drug related disorders. All must have knowledge of and clinical experience in the diagnosis and treatment of substance abuse-related

disorders, and must have successfully completed all certifications required as provided by the DOT regulations.

II TESTING POLICY AND PROCEDURES

A. TYPES AND CIRCUMSTANCES FOR TESTING

Contractors are required to send all drug test results, regardless of the reason for testing, to the MICCS database. The following is a listing of the types of testing, and required time frames for such testing, as required under this policy:

- 1. Annual/Pre-employment Testing** - Each onsite contractor employee is to be tested or provide documentation of having been tested within the past 12 months, and is to participate in annual testing. To preserve resources of time and money each time an employee is tested, regardless of the reason, the latest test date will become their new annual testing date for purposes of the MICCS program. This policy prohibits a contractor from giving any more than 14 days notice to an employee of annual/pre-employment testing dates. It is not the intent of this policy to punish anyone because of failure to remember their annual test. Therefore, employers should have some type of system to inform employees when their annual test is due.
- 2. Post Accident Testing** - A substance abuse drug and alcohol test of an onsite contractor employee is required when they are involved in any accident/incident or event, caused by them either directly or indirectly, that results in treatment by a health care provider, or that results in damage to property, including any serious near-miss incident. The test is to be administered either at the time of the first physician visit, or on the day of the incident/property damage.
- 3. Probable Cause/Reasonable Suspicion Testing** - A substance abuse drug and alcohol test shall be required at the time of observable probable cause circumstances, based on objective evidence about the worker's conduct in the workplace, that would cause a reasonable person to believe that the worker is demonstrating signs of impairment due to alcohol or other drugs. Examples of objective evidence include when a worker shows signs of impairment such as difficulty in maintaining balance, slurred speech, or erratic or atypical behavior, etc. Such observation must be documented, and the supervisor shall provide the employee with a copy.
- 4. Random testing** - MICCS owners reserve the right to conduct random testing of contractor employees working on their premises. It is the owner's responsibility to see that their selection is truly random without discrimination or arbitrary selection. Random testing is to be an unannounced, unscheduled drug and/or alcohol test, and upon notification the employee must immediately report to the testing facility.
- 5. Return to Duty Testing** – For an employee to be eligible to return to work after having a positive test result, he will be required to take a return to duty test, and the result must be negative. Payment arrangements for a return to duty test are the responsibility of the

employee.

6. **Follow-up Testing** - An employee who is subject to unscheduled follow-up testing, as the result of a SAP requirement, will be required to have such test performed upon notification, and the results must be negative. Payment arrangements for follow-up testing are the responsibility of the employee.

B. DRUG TESTING PROCEDURES

1. **Specimen Collection:** Specimen collection will be conducted in accordance with the Department of Health and Human Services (DHHS) "Mandatory Guidelines for the Federal Workplace Drug Testing Programs," as set forth in the Federal Register, and testing shall only be performed by DHHS-approved laboratories as set forth in the Federal Register. Specimen collection will be conducted in accordance with applicable state and federal law. The procedure will be designed to ensure the security and integrity of the specimen provided by each employee and those procedures will strictly follow accepted federal DOT chain-of-custody guidelines. Moreover, every reasonable effort will be made to maintain the dignity of anyone submitting a specimen for this program.
 - a. The employee will provide a urine specimen for the drug test. If a urine sample is not possible to obtain, an alternative specimen (ie: saliva, breath, hair, etc.) may be provided that is acceptable for the situation.
 - b. A photo ID must be presented at the time of collection to ensure proper identity.
 - c. The donor will be asked to empty his pockets and display them to the collector, as required by Department of Transportation collection rules and regulations.
 - d. A donor will have up to two hours to provide a specimen. If he leaves before two hours and does not give a sample, he will be considered as having refused to test. The donor will be afforded privacy for the urine collection unless the collector observes evidence of an employee's attempt to tamper with a specimen, or the temperature range of the original specimen was out of normal range, or the specimen appeared to have been tampered with, or the specimen was determined invalid by the laboratory.
 - e. Upon completion of testing the donor will be given a copy of form CCF (Custody and Control Form)
2. **Laboratory Testing Procedures:**

All substance analysis will be done in SAMHSA laboratories certified by DHHS (Department of Health and Human Services). Laboratory procedures will include:

 - a. Initial screen on each specimen. In the event that the initial test is positive a confirmation test will automatically be performed using the GCMS method. A test is considered positive if the detected level of the drug is at or above the cutoff level listed herein. MICCS recommends that no adverse action or discipline be taken

against any worker or applicant for employment on the basis of any positive test that has not been “confirmed”.

- b. Validity testing on each specimen will automatically be performed. Each specimen is measured for creatinine level, specific gravity, and pH to determine if any of the following occurred:
 - ◆ Adulterants or foreign substance were added to the urine;
 - ◆ The specimen was substituted; or,
 - ◆ The urine was diluted.
- c. The laboratory will report all results to the MRO (Medical Review Officer). The MRO will make a final determination as to the verified result and the results will be reported to the designated contractor’s employee representative.

3. MRO Procedures:

All drug testing shall come under the control and supervision of a physician with confidentiality protected in accordance with state law and the “American Medical Association’s Code of Ethical Conduct for Physicians Providing Occupational Medical Services” or the Medical Review Officer Manual, as developed by the National Institute on Drug Abuse (NIDA). All testing results shall be verified by a MRO. The MRO is a licensed physician responsible for receiving laboratory results generated by a substance abuse testing program, who has knowledge of substance abuse disorders, and who has received appropriate medical training to interpret and evaluate an individual’s medical history, and any other relevant biomedical information, as certified by either the American Medical Association (AMA) or the American College of Occupational and Environmental Medicine (ACOEM). He provides a medical review on all test results issued by the laboratory as follows:

- a. If the laboratory result is negative, the review is completed and a negative result is mailed.
- b. If the laboratory result is positive, adulterated, substituted, or invalid, the MRO will:
 - ◆ Make one attempt to contact the donor by telephone to inform him of the results and complete an interview to determine whether a legitimate medical explanation exists for the result reported by the lab
 - ◆ If he was able to leave a message, but unable to talk to the employee by 10:00 AM of the following workday morning he will call the employer to report the results. In any case, the employee always has the opportunity to discuss the test results with the MRO.

4. Specimen Retest Protocol:

When the MRO has informed the employee of a verified “positive drug test” or “refusal to test” because of adulteration or substitution, the employee/worker has 72 hours from the time of notification to request a retest of his specimen at a different SAMHSA laboratory. The cost of the test will be the responsibility of the employee/worker. The employee may make the request verbally or in writing and make proper arrangements for payment with the MRO service. If the result of the retest is different from the original

result, the test will be cancelled, and a recollection will be needed.

C. ALCOHOL TESTING PROCEDURES

Employees/workers involved in an accident/incident, or who are demonstrating reasonable suspicion, as defined in an earlier section of this policy, shall be required to take an alcohol test.

Tests for alcohol shall be performed using the breath or blood to determine a BAC (blood alcohol content). If possible, a breathalyzer type instrument conforming to DOT standards should be used. If that is not available, then a blood draw may be used.

Failure to provide a sufficient breath sample to complete a breath test or refusing to provide a blood sample will be considered a "refusal to test" and have the same consequences as a positive test.

A test is considered positive if the BAC is at or above a .04%.

III DRUG TESTING RESULTS AND SANCTIONS/CONSEQUENCES

A. MICCS IDENTIFICATION CARD AND DATABASE PROTOCOL:

1. Test results from all MICCS required testing will be entered into the MICCS database. The employee's annual test date will automatically be updated with the entry of a negative result.
2. A MICCS card will be issued to the employee with a negative test result. A new card will not be issued each time a test is taken; The card will be issued periodically as is needed to update the employee's photo and/or to replace a worn, unreadable card.
3. The MICCS cards will display the employee's picture, name, and a computer assigned identification number. If the employee is collected at a location without the capabilities to take photos, the MICCS ID card will be issued without a picture. If a photo was not taken at the time of testing, Midwest Toxicology can take one for you at a later date and reissue the card. There will be a fee for this service. The MICCS Substance Abuse Card is the property of MICCS and contractors are asked to make every effort to retrieve the card of any person whose card has become invalid.
4. Contractors are required to send testing results to the database for tests taken for

post accident, annual, probable cause/reasonable suspicion, random, follow-up, and return to duty testing.

B. EXPLANATION OF DRUG TESTING RESULTS

- 1. Negative Testing Result** – A result is considered negative if the laboratory finds no drug metabolite levels over the confirmed cutoff values. The employee's card will be updated in the MICCS database.
- 2. Positive Testing Result** – A result is considered positive if the presence of the drug meets or exceeds both the screening and confirmation levels listed in Appendix B, as verified by a MRO, and the MRO has determined that the test results do not stem from use of prescription medications, over the counter medications, food, or any reason other than the use of illegal substances or controlled substances used illegally.
- 3. Diluted Specimen** - A diluted specimen result will require a retest. The MICCS database manager will report the dilute to the designated contractor representative. A detailed explanation of a diluted specimen and instructions regarding recollection procedures are included in Appendix B, and are to be furnished to the employee prior to retesting. A second diluted test without a medical reason carries the same consequences as testing positive. The collection for another test must be done the following morning of the workday after the employee /contractor has been notified, unless there are acceptable circumstances communicated to and approved by the database manager. The database manager can at their discretion reject the explanation. If the two parties cannot agree they can contact the MICCS Office and the Substance Abuse Committee may consider the matter further.
- 4. Refusal to Test** - Refusal to submit to a test will carry the same consequences as a positive test. It will be considered a refusal to test if the employee:
 - a. Fails to appear for any required test within a reasonable time, or fails to remain at the testing site until the testing process is complete.
 - b. Fails to provide sufficient amount of urine within the required time (2 hours) unless a legitimate medical explanation exists. This determination of whether a valid medical explanation exists rests with the MRO.
 - c. Fails to undergo a medical examination or evaluation to meet medical explanation requirements in item b above.
 - d. Is issued an adulterated or substituted test result
 - e. Fails to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behaves in a

confrontational way that disrupts the collection process).

5. Adulterated Test - If it is determined that a test was tampered with by the substitution or addition of other ingredients to mask the presence or use of illegal drugs as outlined earlier in this program, the test result shall be treated as a positive, and will have the same consequences as a positive test result.

C. SANCTIONS/CONSEQUENCES IMPOSED FOR FAILING A DRUG TEST

MICCS requires contractor employees who test positive or refuse to test, to surrender his MICCS Substance Abuse Card. The employee must complete a program of rehabilitation to include the following steps to be eligible to return to a MICCS owner site:

1. The employee must arrange for an evaluation with a Substance Abuse Professional (SAP).
2. The SAP evaluation must specify that the employee attend education classes and/or treatment, and that the employee be required to perform the actions recommended by the SAP, or his assigned rehabilitation specialists, and also require that the employee be subject to random follow-up testing not less than three times within the next twelve month period from his return to work test. Additionally the employee will not be allowed to take another MICCS drug test for at least 14 days from the date of the first positive test.
3. The employee is required to submit a letter from the SAP to the MICCS database, concerning their fitness for duty. The letter from the SAP must state the individual is fit for duty, can be returned to work, and is eligible for the return to duty test.
4. The employee must submit to a return to duty test and receive a negative result and the result must be submitted to the MICCS database for entry.
5. The employee must actively complete any ongoing rehabilitation and follow up testing required by the SAP to keep the MICCS card valid.
6. Arrangement for all costs of the above items is the responsibility of the employee.
7. An employee/worker testing positive three times within a twelve month period will not be eligible to retest or obtain a MICCS Substance Abuse Card for a period of one year, and will therefore be unable to work on MICCS owners sites during that period.
8. The imposition of any of the above sanctions shall result in the

employee/worker surrendering his MICCS Substance Abuse Card. The employee's card shall be rendered "invalid" in the database.

9. The result of a person using a counterfeit drug card will be the same as a positive drug test.

IV. EMPLOYEE RESPONSIBILITIES

All contractor employee's have a responsibility to report to work fit for duty, including being in the appropriate mental and physical condition necessary to perform work in a safe, competent manner, free of the influence of drugs and alcohol. He also has an obligation to report to his employer any medications that may impair his job performance and his or others safety.

Contractor employee's are expected to consent to and participate in owner/employer required testing and consent to the release of the drug screen results to the employer, and to the MICCS database, or for specific purposes as permitted by law. It will be considered a refusal to test if the employee adulterates and/or substitutes or refuses to provide his urine specimen, or fails to appear for testing within a reasonable time, or fails to remain at testing site until testing process is complete, or fails to provide a sufficient amount of urine, without a medical reason, and/or fails to undergo MRO directed medical evaluation. Failure to cooperate with any part of the testing process, including the use of abusive language or behaving in a threatening manner, or behaving in a confrontational way that disrupts the testing procedure, shall be treated in the same manner as a person who has a positive test result, and they shall be ineligible to work on MICCS owner sites.

V OWNER INFORMATION - AUDITING

The owner reserves the right, under conditions of strict confidentiality, to inspect contractor's substance abuse testing program records within twenty-four (24) hours of the owner's notification of an intent to audit. Owners can audit the validity of on-site contractor's employees at any time by furnishing the MICCS database manager with a list of contractor's onsite employees' names and social security numbers. Owners may also request random drug testing of contractor employees working on their site. When requested to take a random drug test, the employee must immediately report for testing. Neither the employee nor the contractor shall receive prior notification of dates or times of random drug testing.

APPENDIX A

SAMHSA DRUG SCREEN

Drugs of abuse tested in a routine SAMHSA 5-Panel Screen

The MICCS program will use the drug screen components and cut-off levels listed below. In addition to these levels and substances the creatinine level and specific gravity of the specimen will be measured. If the creatinine level is less than 20 ml/dl and the Specific Gravity is less than 1.003, the sample will be considered dilute and another collection will be required. The second sample will be requested to be collected the following morning from the time of notification of a diluted sample. Those samples containing adulterants or considered substituted as determined by the laboratory will be considered as a positive test.

Type	Preliminary Cut-Off Levels (ng/ml)	Confirmation Levels
	Preliminary Cut-Off Levels (ng/ml)	Confirmation Levels
Amphetamines	1000	500
Cocaine	300	150
PCP – Phencyclidine	25	25
Opiates	2000	2000
THC – Cannabinoids	50	15

Ethanol (Alcohol)	.04% w/vol. (enzyme assay)	.04% w/vol. (GC/FD)
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ALCOHOL TESTING LEVEL

The minimum requirement for a positive test result for alcohol will be a BAC of 0.04% w/vol., a level consistent with Department of Transportation and the Commercial Driver's License Guideline Requirements.

New drugs, preliminary cut off and confirmation levels may be modified periodically in order to parallel the Department of Transportation and the Commercial Drivers License guideline requirements.

APPENDIX B

INSTRUCTIONS FOR DILUTED SPECIMEN RETEST

A diluted specimen result will require a retest, and a second diluted result, without a medical reason, will result in the same consequences as a positive test result. . The MICCS database manager will report the dilute result to the employer's representative. The employee is to be provided with the below specific instructions on fluid intake prior to retesting, to prevent another diluted specimen.

The collection for another test must be done the following morning of the workday after the employee /contractor has been notified, unless there are reasonable circumstances communicated and approved by the database manager. The database administrator may at its discretion reject the explanation. If the employee or contractor disputes the decision of the database manager the employee/contractor can contact the MICCS office and the Substance Abuse Committee may consider the matter further.

INSTRUCTIONS TO BE GIVEN TO EMPLOYER PRIOR TO RETESTING

1. Consume no fluids after 9:00 PM the night before collection.
2. Limit fluid intake to a minimum the day of collection.
3. Supervisor will advise the time and location of testing.
4. It is the employee's responsibility to monitor their intake of fluids to prevent another dilute specimen.

If the employee has a medical condition that will cause a dilute specimen he will need to have his physician provide medical information to the MRO for evaluation. His physician must provide this information in writing to the MRO for evaluation at Midwest Toxicology Services Inc. The MRO will, after reviewing the information from the physician, issue a final report to his employer.

Medical Review Officer
Midwest Toxicology Services Inc.
324 E. New York St., Suite 300
Indianapolis, IN. 46204

FAX 317-262-2222

PART 9
NON-COLLUSION AFFIDAVIT

The individual person(s) executing this Proposal, being first duly sworn, depose(s) and state(s) that the Bidder has not directly or indirectly entered into a combination, collusion, undertaking or agreement with any other bidder or person (i) relative to the price(s) proposed herein or to be bid by another person, or (ii) to prevent any person from bidding, or (iii) to induce a person to refrain from bidding; and furthermore, this Bid Proposal is made and submitted without reference to any other bids and without agreement, understanding or combination, either directly or indirectly, with any persons with reference to such bidding in any way or manner whatsoever.

PART 10
E-VERIFY PROGRAM

Pursuant to Indiana Code 22-5-1.7-11.1, the contractor awarded the Bid is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The contractor who is awarded the Bid is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The individual person(s) executing this Proposal, being first duly sworn, depose(s) and state(s) that the Bidder does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into an agreement for this Bid, the undersigned business entity will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

PART 11
SIGNATURES

[Signature by or on behalf of the Bidder in the spaces provided below shall constitute execution of each and every Part of this Itemized Proposal and Declarations document. SIGNATURE MUST BE PROPERLY NOTARIZED.]

Written Signature: _____



Printed Name: _____ Cole T. Roberts _____

Title: _____ President _____

Important - Notary Signature and Seal Required in the Space Below

STATE OF _____ Indiana _____

SS: _____

COUNTY OF _____ Marion _____



J GAHIMER
Notary Public
Hancock County
Commission Number NP0672207
Expiration Date 08-26-2031

Subscribed and sworn to before me this _____ 16th _____ day of _____ April _____, 20 _____ 25 _____.

My commission expires: _____ 08/26/2031 _____

(Signed) _____



Residing in _____ Hancock _____

County, State of _____ Indiana _____

BID OF

Evans Development Co., Inc., d.b.a. EDCO

Contractor)

2101 National Avenue

(Address)

Indianapolis, IN 46227

FOR

PUBLIC WORKS PROJECTS

OF

Greencastle Board of Public Works

Indiana Street Lighting Improvements

Filed April 16, 2025

Action taken



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): April 16, 2025

1. Governmental Unit (Owner): City of Greencastle, Indiana

2. County: Putnam

3. Bidder (Firm): Evans Development Company, Inc. D.B.A EDCO

Address: 2101 National Ave.

City/State/ZIPcode: Indianapolis, IN 46227

4. Telephone Number: (317) 787-6665

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 _____

(Governmental Unit) in accordance with plans and specifications prepared by Matthew Larrabee,
DB Engineering and dated 04/01/2025 for the sum of
two hundred twenty thousand
two hundred two dollars \$ 220,202.00

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.

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. Understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

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

Contracting Authority Members:

PART II

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

Governmental Unit: Greencastle Board of Public Works

Bidder (Firm): Evans Development Co., Inc., d.ba. EDCO

Date: April 16, 2025

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

SECTION I EXPERIENCE QUESTIONNAIRE

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

Contract Amount	Class of Work	Completion Date	Name and Address of Owner
\$1,486,201.50	General Construction	04/30/2020	City of Lawrence Utility Service Board (LS19)
\$1,749,778.00	General Construction	09/30/2020	City of Indianapolis, DPW (Fall Creek Trail)
\$477,547.60	General Construction	03/31/2021	City of Indianapolis, DPW (On Call Curbs & Sidewalks)
\$209,650.00	General Construction	12/30/2020	Indianapolis Airport Authority (Grease Interceptor)

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
\$364,160.00	General Construction	10/10/2021	Butler University (Butler Sciences Bldg)
\$947,393.07	General Construction	06/01/2021	Hancock County Board of Commissioners
\$665,351.00	General Construction	07/01/2021	City of Shelbyville
\$348,117.80	General Construction	05/25/2021	City of Indianapolis, DPW (Monument Circle/Allegheny)

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.

Butler University, 4600 Sunset Ave., Indianapolis, IN

Vertellus, 201 N. Illinois St., Suite 1800, Indianapolis, IN

Indianapolis Airport Authority, 7800 Col. H. Weir Cook Memorial Dr., Indianapolis, IN

Delta Airlines Corporate Real Estate, 1030 Delta Blvd., Atlanta, GA

FedEx, 30 FedEx Parkway, 1st Floor Horizontal, Collierville, TN

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.)

Per the Plans and Specifications

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.

Too numerous to mention.

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.

No Bid Bond requested.

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.

Whatever is needed to complete the Project.

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 Indianapolis this 16th day of April, 2025



Evans Development Co., Inc., d.b.a EDCO

(Name of Organization)

Cole T. Roberts, President

(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF Indiana)
COUNTY OF Marion) ss



J GAHIMER
Notary Public
Hancock County
Commission Number NP0672207
Expiration Date 08-26-2031

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

Subscribed and sworn to before me this 16th day of April, 2025.

Notary Public

My Commission Expires: 08/26/2031

County of Residence: Hancock

Contractor's Financial Statement

Submitted by Evans Development Co., Inc., d.b.a. EDCO

Principal Office at 2101 National Ave., Indianapolis, IN 46227

To: Greencastle Board of Public Works

X

A Corporation
A Co-partnership
An Individual

Conditions at close of business December 31, 20 23

ASSETS		Dollars	Cts
1. Cash: (a) On hand \$	(b) In Bank \$ 520,140 , (c) Elsewhere \$	520,140	
2. Notes receivable	a) Due within 90 days		
	(b) Due after 90 days		
	(c) Past Due		
3. Accounts receivable from completed contracts, exclusive of claims not approved for payment		5,800,164	
4. Sums earned on uncompleted contracts as shown by engineer's or architect's estimate			
	(a) Amount receivable after deducting retainage <u>C & E > B</u>	76,853	
	(b) Retainage to date, due upon completion of contracts	341,194	
5. Accounts receivable from sources other than construction contracts			
6. Deposits for bids or other guarantees:	(a) Recoverable within 90 days		
	(b) Recoverable after 90 days		
7. Interest accrued on loans, securities, etc			
8. Real Estate:	(a) Used for business purposes		
	(b) Not used for business purposes		
9. Stocks and bonds:	(a) Listed - present market value		
	(b) Unlisted - present market value		
10. Materials in stock not included in Item 4	(a) For uncompleted contracts (present value)		
	(b) Other materials (present value)		
11. Equipment, book value		563,762	
12. Furniture and fixtures, book value	and leasehold improvement	17,738	
13. Other Assets		11,419	
Total Assets:		7,331,270	
LIABILITIES			
1. Notes payable	(a) To banks regular	335,163	
	(b) To banks certified checks		
	(c) To others for equipment obligations		
	(d) To others exclusive of equipment obligations		
2. Accounts payable:	(a) Not past due	3,126,185	
	(b) Past due		
3. Real estate encumbrances Retainages Payable		26,566	
4. Other liabilities		290,098	
5. Reserves- B > C & E		324,338	
6. Capital stock paid up:	(a) Common	2,000	
	(b) Common		
	(c) Preferred		
	(d) Preferred		
7. Surplus (net worth)		3,226,920	
Total liabilities		7,331,270	
CONTINGENT LIABILITIES			
1. Liability on notes receivable, discounted or sold			
2. Liability on accounts receivable, pledged, assigned or sold			
3. Liability as bondsman			
4. Liability as guarantor on contracts or on accounts of others			
5. Other contingent liabilities			
Total Contingent Liabilities			

DETAILS RELATIVE TO ASSETS

1	Cash	(a) on hand _____ \$ _____	
		(b) deposited in banks named below _____ 520,140	
		(c) elsewhere -- (state where) _____	
Name of Bank	Location	Deposit in Name of	Amount
Star Financial Bank	46 Monument Circle, Indianapolis, IN 46204	EDCO	520,140

2*	Notes Receivable	(a) due within 90 days _____ \$ _____		
		(b) due after 90 days _____ \$ _____		
		(c) past due _____ \$ _____		
Receivable from: Name & Address	For What	Date of Maturity	How Secured	Amount

Have any of the above been discounted or sold? _____ If so, state amount, to whom, and reason _____

3*	Accounts Receivable from completed contracts exclusive of claims not approved for payment <u>5,800,164</u>		
Name and Address of Owner	Nature of Contract	Amount of Contract	Amount Receivable

4*	Sums earned on uncompleted contracts, as shown by engineer's or architect's estimate:	
	(a) Amount receivable after deducting retainage C&E > B	<u>76,853</u>
	(b) Retainage to date due upon completion of contract	<u>341,194</u>

Designation of Contract and Name and Address of Owner	Amount of Contract	Amount Earned	Amount Received	Retainage		Amount Exclusive of Retainage
				When Due	Amount	

Have any of the above been sold, assigned, or pledged? _____ If so, state amount, and reason _____

* List separately each item amounting to 10 per cent or more of the total and combine the remainder.

DETAILS RELATIVE TO ASSETS (Continued)

5*	Accounts receivable not from construction contracts _____ \$ _____		
Receivable from: Name and Address	For What	When Due	Amount

What amount, if any, is past due _____ \$ _____

6	Deposits with bids or otherwise as guarantees _____ \$ _____		
Deposited with: Name and Address	For What	When Recoverable	Amount

7	Interest Accrued on loans, securities, etc _____ \$ _____		
Deposited with: Name and Address	For What	When Recoverable	Amount

8*	Real estate book value	(a) Used for business purposes _____ \$ _____	(b) Not used for business purposes _____ \$ _____
Description of Property	Improvement	Total Book Value	
	Nature of Improvement	Book Value	

Location	Held in Whose Name	Assessed Value	Amount of Encumbrances

*List separately each item amounting to 10 per cent or more of the total and combine the remainder.

DETAILS RELATIVE TO ASSETS (Continued)

9	Stocks and Bonds (a) Listed – present market value \$ _____ (b) Unlisted – present market value \$ _____						
Description	Issuing Company	Last Int. or Div. Paid		Par Value	Present Market Value	Quantity	Amount
		Date	%				
1.							
2.							
3.							
4.							
5.							
Who has Possession		If any are Pledged or in Escrow, State for Whom and Reason Assessed Value					Amount Pledged or in Escrow

10	Materials in stock and not included in Item 4, Assets: (a) For use on uncompleted contracts _____ (b) Other materials (present value) _____		
Description of Material	Quantity	Present Value	
		For Uncompleted Contracts	Other Material

11	Equipment at book value \$ 563,762				
Quantity	Description and Capacity of Items	Age of Items	Purchase Price	Depreciation Charged Off	Book Value

Are there any liens against the above? _____ If so, state total amount \$ _____

*If two of more items are lumped above, give the sum of their ages

DETAILS RELATIVE TO ASSETS (Continued)

12	Furniture and fixtures at book value & Leasehold Improvements	\$ 17,738
13	Other Assets \$ 11,419	
	Description	Amount
	Prepaid Insurance	6,919
	Employee Advances	4,500
	TOTAL ASSETS	
		\$ 7,578,755

Details relative to Liabilities

1	Notes Payable:	(a) To banks, regular	\$	
		(b) To banks for certified checks		
		(c) To others for equipment obligations	335,163	
		(d) To others exclusive of equipment obligations		
To Whom: Name and Address		What Security	When Due	Amount
Star Financial Bank		Assets		0
See Attached				335,163

2	Accounts Payable	(a) Not past due	\$ 3,126,185	
		(b) Past due		
To Whom: Name and Address		What Security	When Due	Amount

3	Real estate encumbrances (see item 8, ASSETS) Retainage Payable	\$ 26,566
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4	Other Liabilities	\$ 290,098
	Description	Amount
	Union Dues & W/H \$12,714; Payroll Tax W/H \$14,970, Accrued Profit Sharing \$84,381,	
	Accrued Payroll \$20,476, Accrued Payroll Taxes \$6,742, Accrued Property Tax \$5,800, Accrued	
	Interest \$0, Accrued Union Benefits \$114,868, Accrued 401k Match \$73, Credit Card Payable	
	\$29,025, Sales Tax Payable \$785	

5	B & C > E \$324,338					
	Interest	Bldgs. Fixtures	Plant Depr	Taxes	Bad Debts	

6	Capital stock paid up	(a) Common	\$ 2,000.00
		(b) Preferred	

7	Surplus	\$ 3,226,920
----------	---------	--------------

TOTAL LIABILITIES \$

If a corporation answer this:

Amount for which incorporated _____ \$ 2,000.00

Capital paid in cash _____ \$ _____

When incorporated 1985

In what state Indiana

Names and titles of all persons having authority to execute and receipt estimate vouchers and to conduct other business for the corporation, including its officers, the signatures of whom are legally binding.

Cole T. Roberts, President

Do you have necessary "certificate of existence" (or certificate of authorization for a foreign corporation) to transact corporate business in this state, under the terms of Public Law 149, Acts of 1986, and acts amendatory thereto? Yes.

If a co-partnership answer this:

Date of organization _____

State whether co-partnership is general, limited or association _____

Give the names, addresses and proportional interests of all parties:

Name	Address	Share
		\$
		\$
		\$
		\$
		\$
		\$
		\$

The name of the partnership firm under which the above partners are operating is _____

Give names and titles of all having authority to execute and receipt estimate vouchers and to conduct other business for the partnership, the signatures of whom are legally binding.

Affidavit for Individual

STATE OF _____
COUNTY OF _____ SS: }

_____ being duly sworn, deposes and says that the foregoing financial statement, taken from his books, is a true and accurate statement of his financial condition as of the date thereof and that the answers to the foregoing interrogatories are true.

Subscribed and sworn to before me this _____
(Applicant must sign here)

_____ day of _____ 20____

Notary Public

Affidavit for Co-Partnership

STATE OF _____
COUNTY OF _____ SS: }

_____ being duly sworn, deposes and says that he is a member of the firm of _____; that he is familiar with the books of the said firm showing its financial condition; that the foregoing financial statement, taken from the books of said firm, is a true and accurate statement of the financial condition of the said firm as of the date thereof and that the answer to the foregoing interrogatories are true.

Subscribed and sworn to before me this _____
(Member of firm must sign here)

_____ day of _____ 20____

Notary Public

Affidavit for Corporation

STATE OF Indiana
COUNTY OF Marion SS: }

Cole T. Roberts being duly sworn, deposes and says that he is President of the Evans Development Company, Inc. corporation described in and

which executed the foregoing statement; that he is familiar with the books of the said corporation showing its financial condition; that the foregoing financial statement, taken from the books of the said corporation, is a true and accurate statement of the financial condition of said corporation as of the date thereof and that the answers to the foregoing interrogatories are true.

Subscribed and sworn to before me this _____
(Officer must sign here)

16th day of April, 2025

Notary Public



J GAHIMER
Notary Public
Hancock County
Commission Number NP0672207
Expiration Date 08-26-2031

Evans Development Company
Notes Payable - 2023

To Whom	What Security	When Due	Amount
Ford Credit	2020 Ford F-250SD	5/24/2027	\$ 41,316.00
Ford Credit	2021 Ford F-150	1/21/2027	37,699.00
Ford Credit	2019 Ford F-250	10/24/2024	8,701.00
Ford Credit	2017 Ford Explorer	10/25/2025	14,688.00
Ford Credit	2020 Ford F350	3/6/2028	37,160.00
CAT	Cat 259D3 Compact Track Loader	11/21/2027	90,114.00
CAT	Cat305 Hydraulic Excavator	12/27/2027	105,485.00
Total			<u>\$ 335,163.00</u>

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Evans Development Company, Inc.
DBA EDCO
2101 National Ave
Indianapolis, IN 46227-3509

SURETY:

(Name, legal status and principal place of business)
Merchants Bonding Company (Mutual)
PO Box 14498
Des Moines, IA 50306-3498

Mailing Address for Notices

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)
City of Greencastle
1 N. Locust Street, P.O. Box 607
Greencastle, IN 46135

BOND AMOUNT: ***Five Percent (5%) of the Accompanying Bid***

PROJECT:

(Name, location or address, and Project number, if any)
Indiana Street Lighting Improvements

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 16th day of April, 2025

(Witness)

Evans Development Company, Inc. DBA EDCO
(Principal)

(Title)

Cole T. Roberts, President

Merchants Bonding Company (Mutual)

(Surety)

(Title) Carolyn J. Waggoner, Attorney-in-Fact



MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Carolyn J Waggoner; Dale E Wolcott; David A Linthicum; Felicia A Johnson; Michael K Corcoran; Nicholas A Tinney; Pamela D Christianson; Stella M Milli; Tiffany T Williams

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of July, 2024.



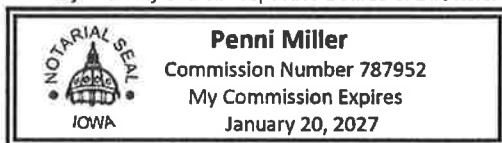
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of July, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



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

Penni Miller
Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 16th day of April, 2025.



Elisabeth Sandersfeld
Secretary

**AGREEMENT
City of Greencastle**

THIS AGREEMENT is made and entered into as of the 1st day of May, 2025.

by and between

“OWNER”: City of Greencastle, Indiana, by and through its Board of Public Works
 1 N. Locust Street (P.O. Box 607), Greencastle, Indiana 46135

and

“CONTRACTOR”: Evans Development Co., Inc., d.b.a. EDCO
 2101 National Avenue
 Indianapolis, IN 46227

concerning the following:

“PROJECT”: **Jackson Street Lighting Improvements**

“WORK”: **Installation of lighting improvements along Jackson Street (US 231) from
Washington Street to Shadowlawn Avenue.**

“ENGINEER”: **DB Engineering, LLC**

RECITALS:

- A. The OWNER has heretofore caused to be prepared certain plans, specifications and other “Contract Documents” as hereinafter listed pertaining to the above-described Project and Work, and the CONTRACTOR has filed Proposal to furnish said labor, tools, material, equipment, services, and perform said Work upon the terms and for the price(s) therein fully stated and set forth;
- B. The said Contract Documents accurately and fully describe the terms and conditions upon which the CONTRACTOR is willing to furnish the labor, tools, material, equipment, services, and perform the Work called for by the Contract Documents and in the manner and time and for the price(s) set forth herein.

THE OWNER AND CONTRACTOR AGREE AS FOLLOWS:

1. Contract Documents

1.1 This Agreement consists of the following Contract Documents all of which are as fully a part of this Agreement as if set out verbatim herein or attached hereto and the same do in all particulars become the Agreement between the parties hereto in all matters and things set forth herein and described:

- .1 This Agreement;
- .2 All Addenda issued prior to receipt of Bids, whether or not receipt thereof has been acknowledged by CONTRACTOR in its Bid;
- .3 Special Conditions;
- .4 General Conditions;
- .5 CONTRACTOR's Itemized Proposal and Declarations;
- .6 Technical Specifications;
- .7 Plans;
- .8 INDOT Standard Drawings;
- .9 INDOT Supplemental Specifications Section 200 Series through Section 900 Series;
- .10 INDOT Standard Specifications Sections 200 Series through Sections 900 Series;
- .11 Additional Requirements Section of the Bid Documents (change order forms, Indiana Code 5-16-13, etc.);
- .12 Instructions to Bidders;
- .13 Advertisement or Notice to Bidders; and
- .14 Performance, Payment and Warranty Bonds.

1.2 In resolving conflicts, errors, discrepancies, and disputes concerning the nature, character, scope or extent of Work to be performed or furnished by the CONTRACTOR, or other rights and obligations of the OWNER and CONTRACTOR, arising from or prescribed by one or more of the Contract Documents, the following rules shall govern:

- .1 A requirement occurring in one Contract Document is as binding as though occurring in all Contract Documents;
- .2 Calculated dimensions shall govern over scaled dimensions;
- .3 The Contract Documents shall be given precedence in the order listed in Paragraph 1.1 above; and

4. In documents of equal priority, if any such conflict, error, discrepancy or dispute cannot be resolved or reconciled by application of the rules stated in Subparagraphs 1.2.1 through 1.2.3, then the provision expressing the greater quantity, quality, or scope of work, or imposing the greater obligation upon the CONTRACTOR or affording the greater right or remedy to the OWNER shall govern, without regard to the party who drafted such provision.

2. Contract Price

- 2.1 The CONTRACTOR shall, in strict conformity with the Contract Documents, furnish all labor, tools, materials, equipment, services, assume and fulfill all obligations and perform all Work required to construct, complete, and make ready for use by the OWNER for the Unit Price as quoted in the above described Bid Proposal the total not to exceed Seven Hundred Fifty-Eight Thousand Three Hundred Ninety-Two Dollars and Ninety-Eight Cents (\$758,392.98), subject to any additions or deletions based on actual approved quantities of the respective unit price items, which sum the CONTRACTOR agrees to accept as full payment for all such Work actually performed and accepted as described in the Contract Items, specifications and other Contract Documents. The CONTRACTOR agrees that each unit price shall be deemed full and complete compensation for all direct and indirect costs for each respective item of Work, including without limitation all materials, labor, supervision, equipment, transportation, warranties, repairs, replacement, overhead and profit for the item, complete and in place.
- 2.2 The above stated Contract Sum will be paid to the CONTRACTOR in the manner and at such times as set forth in the Contract Documents.

3. Contract Time

- 3.1 It is hereby understood and mutually agreed, by and between the CONTRACTOR and OWNER, that the date of commencement and the time for completion of the Work as specified in the Contract Documents are ESSENTIAL CONDITIONS of this Agreement.
- 3.2 The CONTRACTOR agrees that the Work shall be commenced no later than the date indicated in the Notice to Proceed and that the Work shall be prosecuted regularly, diligently and uninterruptedly at such a rate of progress as will insure **Substantial Completion on or before October 31, 2025, and Final Completion on or before December 15, 2025.** Substantial completion shall be completion of all aspects of the Work and project is ready for Pre-Final Inspection.
- 3.3 The CONTRACTOR and OWNER acknowledge and agree that the time allotted by this Agreement for the performance and completion of the Work is reasonable and takes into account any and all risks and adverse conditions assumed by CONTRACTOR hereunder.

4. Liquidated Damages

The CONTRACTOR and OWNER recognize and contemplate that unexcused failure by the CONTRACTOR to complete the Work within the Contract Time will cause the OWNER and the Public to suffer financial losses or inconvenience the full and exact extent and character of which cannot be measured as a basis for recovery by the OWNER of actual damages, and that liquidated damages as prescribed in the Contract Documents represent a fair, reasonable and appropriate estimate thereof. Accordingly, the CONTRACTOR agrees that such liquidated damages may be assessed and recovered by the OWNER, as against CONTRACTOR and its

Surety, in the event of delayed completion and without the OWNER being required to present any evidence of the amount or character of actual damages sustained by reason thereof. **Such liquidated damages shall be assessed and recovered at the rate of \$500.00 per day for delay in achieving Substantial Completion and at the rate of \$500.00 per day in achieving Final Completion of the Work.**

5. Effective Date

This Agreement shall be deemed effective as of the date and year first above written notwithstanding the date on which this Agreement has been executed by the respective parties or their representatives as stated below.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

“CONTRACTOR” SIGNATURE:

IN TESTIMONY THEREOF, the CONTRACTOR has hereunder set his hand this _____ day of _____, 20____.

Firm Name _____

Address _____

Telephone No. _____ Fax No. _____

By: _____
Signature

Printed: _____

Title: _____

“OWNER” SIGNATURES:

IN WITNESS WHEREOF, the OWNER does hereby accept the foregoing Agreement, and has herewith set his/her hand this 1st day of May, 2025.

For and on behalf of the City of Greencastle by its Board of Public Works.

Lynda Dunbar, Mayor

Thom Morris, Member

Trudy Selvia, Member

ATTEST:

Mikayla Johnson, Clerk-Treasurer

Date: _____

AGREEMENT
City of Greencastle

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by and between

“OWNER”: City of Greencastle, Indiana, by and through its Board of Public Works
 1 N. Locust Street (P.O. Box 607), Greencastle, Indiana 46135

and

“CONTRACTOR”: Evans Development Co., Inc., d.b.a. EDCO
 2101 National Avenue
 Indianapolis, IN 46227

concerning the following:

“PROJECT”: **Indiana Street Lighting Improvements**

“WORK”: **Installation of lighting improvements along Indiana Street from Washington Street (US 231) to Walnut Street.**

“ENGINEER”: **DB Engineering, LLC**

RECITALS:

- A. The OWNER has heretofore caused to be prepared certain plans, specifications and other “Contract Documents” as hereinafter listed pertaining to the above-described Project and Work, and the CONTRACTOR has filed Proposal to furnish said labor, tools, material, equipment, services, and perform said Work upon the terms and for the price(s) therein fully stated and set forth;
- B. The said Contract Documents accurately and fully describe the terms and conditions upon which the CONTRACTOR is willing to furnish the labor, tools, material, equipment, services, and perform the Work called for by the Contract Documents and in the manner and time and for the price(s) set forth herein.

THE OWNER AND CONTRACTOR AGREE AS FOLLOWS:

1. Contract Documents

1.1 This Agreement consists of the following Contract Documents all of which are as fully a part of this Agreement as if set out verbatim herein or attached hereto and the same do in all particulars become the Agreement between the parties hereto in all matters and things set forth herein and described:

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- .3 Special Conditions;
- .4 General Conditions;
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- .7 Plans;
- .8 INDOT Standard Drawings;
- .9 INDOT Supplemental Specifications Section 200 Series through Section 900 Series;
- .10 INDOT Standard Specifications Sections 200 Series through Sections 900 Series;
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- .1 A requirement occurring in one Contract Document is as binding as though occurring in all Contract Documents;
- .2 Calculated dimensions shall govern over scaled dimensions;
- .3 The Contract Documents shall be given precedence in the order listed in Paragraph 1.1 above; and

4. In documents of equal priority, if any such conflict, error, discrepancy or dispute cannot be resolved or reconciled by application of the rules stated in Subparagraphs 1.2.1 through 1.2.3, then the provision expressing the greater quantity, quality, or scope of work, or imposing the greater obligation upon the CONTRACTOR or affording the greater right or remedy to the OWNER shall govern, without regard to the party who drafted such provision.

2. Contract Price

- 2.1 The CONTRACTOR shall, in strict conformity with the Contract Documents, furnish all labor, tools, materials, equipment, services, assume and fulfill all obligations and perform all Work required to construct, complete, and make ready for use by the OWNER for the Unit Price as quoted in the above described Bid Proposal the total not to exceed Two Hundred Twenty Thousand Two Hundred and One Dollars and Seventy-Eight Cents (\$220,201.78), subject to any additions or deletions based on actual approved quantities of the respective unit price items, which sum the CONTRACTOR agrees to accept as full payment for all such Work actually performed and accepted as described in the Contract Items, specifications and other Contract Documents. The CONTRACTOR agrees that each unit price shall be deemed full and complete compensation for all direct and indirect costs for each respective item of Work, including without limitation all materials, labor, supervision, equipment, transportation, warranties, repairs, replacement, overhead and profit for the item, complete and in place.
- 2.2 The above stated Contract Sum will be paid to the CONTRACTOR in the manner and at such times as set forth in the Contract Documents.

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- 3.3 The CONTRACTOR and OWNER acknowledge and agree that the time allotted by this Agreement for the performance and completion of the Work is reasonable and takes into account any and all risks and adverse conditions assumed by CONTRACTOR hereunder.

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Surety, in the event of delayed completion and without the OWNER being required to present any evidence of the amount or character of actual damages sustained by reason thereof. **Such liquidated damages shall be assessed and recovered at the rate of \$500.00 per day for delay in achieving Substantial Completion and at the rate of \$500.00 per day in achieving Final Completion of the Work.**

5. Effective Date

This Agreement shall be deemed effective as of the date and year first above written notwithstanding the date on which this Agreement has been executed by the respective parties or their representatives as stated below.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

“CONTRACTOR” SIGNATURE:

IN TESTIMONY THEREOF, the CONTRACTOR has hereunder set his hand this _____ day of _____, 20____.

Firm Name _____

Address _____

Telephone No. _____ Fax No. _____

By: _____
Signature

Printed: _____

Title: _____

“OWNER” SIGNATURES:

IN WITNESS WHEREOF, the OWNER does hereby accept the foregoing Agreement, and has herewith set his/her hand this 1st day of May, 2025.

For and on behalf of the City of Greencastle by its Board of Public Works.

Lynda Dunbar, Mayor

Thom Morris, Member

Trudy Selvia, Member

ATTEST:

Mikayla Johnson, Clerk-Treasurer

Date: _____