

STATE OF INDIANA	)	IN THE HOWARD CIRCUIT COURT #1
	) SS:	
COUNTY OF HOWARD	)	CAUSE NO.: 34C01-2002-CT-000410
	)	
LUCINA EATON,	)	
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
CITY OF KOKOMO and	)	
E & B PAVING, LLC,	)	
	)	
Defendants.	)	

CITY OF KOKOMO'S CROSS-CLAIM

Defendant City of Kokomo, by counsel, for its crossclaim against E & B Paving, LLC.

(E & B Paving) alleges and states as follows:

1. The plaintiff Lucina Eaton filed her second amended complaint for damages on May 13, 2020, alleging that on June 17, 2018, Eaton was operating a Harley Davidson motorcycle northbound on Apperson Way approaching Madison Avenue in Kokomo when her motorcycle collided with a curb extension or bump-out.

2. Eaton alleges the defendants were careless and negligent in failing to provide proper and adequate warning signs, pavement markings, or any other meaningful or effective cautionary methods to alert drivers that the northbound lanes of Apperson Way were set up to transition into a single lane immediately north of the intersection with Madison Avenue.

3. Eaton alleges the defendants were also careless and negligent in failing to provide proper and adequate advance warnings to notify approaching drivers of the change in street configuration and that the northbound lanes of Apperson Way narrowed and the bump-out jutted into the road.

Exhibit A

4. At the time of the motorcycle accident, the intersection of Apperson Way and Madison Avenue was yet part of a construction project being performed by E & B Paving.

5. The City of Kokomo filed its answer and affirmative defenses on May 19, 2020. Defendant City of Kokomo denied the curb extension obstructed any part of the proper northbound lane on Apperson Way. Further, as one of its affirmative defenses, number 7, the City of Kokomo stated it may be entitled to indemnification from the co-defendant, E & B Paving, for any amount the City must pay to the plaintiff for damages, attorneys' fees, costs and expenses incurred by the City of Kokomo or its insurance company in defending against the plaintiff's claims.

6. On or about June 16, 2020, the City of Kokomo tendered its defense and request for indemnification to E & B Paving.

7. On or about July 29, 2020, E & B Paving refused the City's tender to defend the City and request for indemnification.

8. The City of Kokomo entered into a contract with E & B Paving to complete a construction project which consisted of lane modifications on Apperson Way from Jefferson Street to Havens Street including median islands, curb extensions, concrete curbs, ADA compliant ramps at intersections, street resurfacing, lane markings, and street lights.

9. The street project included Apperson Way and its intersection with Madison Avenue where the motorcycle accident occurred on June 17, 2018.

10. At the time of the motorcycle accident, the street area including the intersection and north of the intersection of Apperson Way and Madison Avenue was milled but had not been paved and pavement markings or lane markings and/or other work on Apperson Way and Madison Avenue had not yet been completed by E & B Paving.

11. E & B Paving controlled the construction project which was yet in the course of being performed when the accident occurred on June 17, 2018.

12. The contract between the City of Kokomo and E & B Paving is attached hereto and marked as exhibit 1.

13. The contract between the City of Kokomo and E & B Paving required E & B Paving to provide indemnity and a defense in favor of the City of Kokomo respecting the plaintiff's claim of injuries that occurred in the course of the performance of the contract with E & B Paving.

14. The plaintiff's complaint stems from the street project that was yet being performed by E & B Paving as of June 17, 2018.

15. The crossclaim defendant E & B Paving is obligated to defend and indemnify the City of Kokomo against Lucina Eaton's claims.

16. The City of Kokomo has already incurred damages, including attorneys' fees and costs in defending against the plaintiff's claims and will incur additional defense costs.

WHEREFORE, Defendant and cross-claimant, City of Kokomo, by counsel, requests judgment in its favor and against the cross-claim defendant E & B Paving, for any and all damages, including attorneys' fees, costs and any judgment obtained against the City of Kokomo, and for all other relief just and proper in the premises.

Respectfully submitted,

STEPHENSON MOROW & SEMLER

/s/ Mark A. Holloway

Mark A. Holloway, Atty. # 16750-49
Attorney for Defendant,
City of Kokomo

CERTIFICATE OF SERVICE

I certify that this document was e-filed using the Indiana Electronic Filing Service (IEFS) on August 4, 2020. I further certify that on the same date, a copy of this document was electronically served on all persons listed below, using the Indiana Electronic Filing Service (IEFS):

Douglas E. Sakaguchi
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Bruce P. Clark
bpc@bpc-law.com
BRUCE P. CLARK & ASSOCIATES
7880 Wicker Ave., Ste. 300
St. John, IN 46373

I hereby further certify that on the 4th day of August 2020, a true and accurate copy of the foregoing document was served upon:

The Honorable Timothy P. Spahr
Special Judge
Miami Circuit Court
25 Court St. Room 310
Peru, IN 46970

via Fax, pursuant to Indiana Trial Rule 5 and Howard County Local Rule LR34-TR5-7.

/s/ Mark A. Holloway
Mark A. Holloway

STEPHENSON MOROW & SEMLER
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SPECIFICATIONS, PLANS AND BID DOCUMENTS

FOR

NORTH APPERSON LANE MODIFICATIONS

PROJECT NO. E1702-1E

This project consists of all labor and material to complete lane modifications on Apperson Way from Jefferson Street to Havens Street including median islands, curb extensions, concrete curb, ADA compliant ramps at intersections, street resurfacing, lane markings, and street lights.



MAYOR GREG GOODNIGHT

BOARD OF PUBLIC WORKS & SAFETY

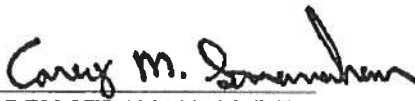
RANDY C. McKAY, PRESIDENT

PATRICK C. O'NEILL, MEMBER

SUSAN M. STEWART, MEMBER

CITY OF KOKOMO

PLANS AND SPECIFICATIONS CERTIFIED BY
CAREY STRANAHAN, P.E., CITY ENGINEER


CAREY STRANAHAN, P.E.

7.10.17

DATE

NORTH APPERSON LANE MODIFICATIONS: Specifications for of the City of Kokomo

SCHEDULED DATE FOR B.O.W. ACTION: TBD

PLEASE INITIAL:

Initials	Date	Action
<u>OK</u>	<u>8/4/17</u>	1. The City Controller's review of the documents indicates that funds are available in the respective department budget to enter into a purchase agreement and/or contract for the referenced project.
		The purchase agreement and/or contract for the above referenced project shall not exceed
		_____.
<u>Cms</u>	<u>8-9-17</u>	2. The Department Head has reviewed the specifications for the above referenced item.
<u>Cms</u>	<u>8-9-17</u>	3. The (Department developing the specification) has reviewed the specifications for the above referenced item.
<u>BAG</u>	<u>8-9-17</u>	4. The City Attorney's review of the documents indicates that all legal requirements appear to have been met and that all required attachments, forms, assurances, etc. appear to be present and in order.
<u>JM</u>	<u>7-11-17</u>	5. Board of Public Works & Safety President has reviewed the specifications.

NORTH APPERSON LANE MODIFICATIONS
PROJECT NO. E1702-1E

INDEX OF BID DOCUMENTS AND SPECIFICATIONS

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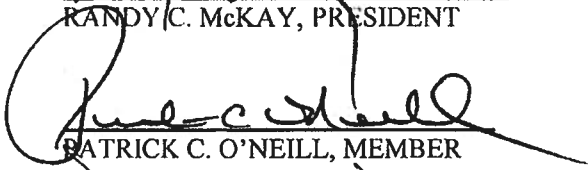
NOTICE TO CONTRACTORS

10-1

NOTICE TO CONTRACTORS (CONT.)

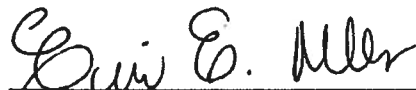
BOARD OF PUBLIC WORKS AND SAFETY
CITY OF KOKOMO, INDIANA


RANDY C. MCKAY, PRESIDENT


PATRICK C. O'NEILL, MEMBER


SUSAN M. STEWART, MEMBER

ATTEST:


ERIN E. MILLER, CLERK

DATE

7/12/17

SECTION 20
INFORMATION TO BIDDERS
GENERAL CONDITIONS

A. BID

The bid shall consist of such information as is required to be given pursuant to these specifications, together with a completed Board of Works approved Bid Form. A copy of this form is attached to this package. Additional copies of the bid form are available at the Office of the City Board of Works' Office, City Hall, 100 South Union, Kokomo, Indiana. The completed form(s), together with all attachments required pursuant to such form(s), and all other information required by these specifications, shall be enclosed in a sealed envelope which shall be properly marked on the outside to show the name of the bidder, the type of materials for which a bid is being submitted, and the time when said bids are scheduled to be opened, all as set out in the "Notice to Bidders." Bidders shall have sole responsibility for the correct completion of all state required forms and the provision of such other attachments and information as required pursuant to such forms or by these specifications. Any bid not containing all State Board of Accounts approved forms, or containing incomplete or improperly completed state forms shall render the bid invalid in its entirety. Where information is required by these specifications in addition to the information required by the state forms, failure to provide such information may, at the discretion of the City, constitute grounds for rejection of any bid in its entirety. Bidders may supply information not otherwise required as they consider appropriate to enable the City to properly evaluate proposals submitted.

B. NON-COLLUSION AFFIDAVIT

Where required forms call for the completion of a "Non-Collusion Affidavit," the affidavit must be made by the person, member of the firm, or officer of the corporation submitting the bid; and if made by a member of a firm or officer of a corporation, the affidavit must be made on behalf of said firm or corporation.

C. IMMIGRATION SERVICE CONTRACT AFFADAVIT

Contactors wishing to enter into a service contract with the City shall use the E-Verify program to check the eligibility of their employees. Furthermore, The Board of Works may terminate a public contract for services if the contractor knowingly employs an unauthorized alien. An Immigration Service Contract Affidavit must be signed before the contract will be awarded.

D. ADDENDUM TO CONTRACT WITH CITY OF KOKOMO INDIANA
CONCERNING INVESTMENT IN IRAN

Pursuant to I.C. 5-22-16.5, The Contractor affirms under the penalties of perjury that he/she/it has not in the past and is not presently engaged in investing activities in Iran. Furthermore, The Board of Works may terminate a public contract for services if information is obtained indicating a contractor has engaged in investing in Iran. An Addendum to Contract with the City of Kokomo, Indiana Concerning Investment in Iran must be signed before the contract will be awarded.

E. COMMON CONSTRUCTION WAGE

Pursuant to I.C. 5-16-7, there will be no threshold on all projects between July 1, 2014 and December 31, 2014. The threshold for the application of the common construction wage statute will increase as follows:

SECTION 20 (CONT.)

- \$250,000 for contracts awarded after December 31, 2014 and before January 1, 2014.
- \$350,000 for contracts awarded after December 31, 2014.

A public works project may not be artificially divided to avoid application of the common construction wage statute, in compliance with Indiana Code 36-1-12-19.

F. SIGNATURES

Each bid proposal must be signed on the approved Board of Works' Form in ink by the person, member of the firm, or authorized officer of the corporation submitting the bid. The title, position, or character of the person signing said bid must be shown under said person's name. All parties to the bid must sign the actual bid documents. Lack of a valid signature on state required forms shall constitute sufficient grounds for the Kokomo Board of Public Works and Safety to reject a bid in its entirety.

G. FILING

All proposals shall be filed at the place and prior to the time set out in the advertised Notice to Bidders. Delivery of bid materials to any place other than the one specified in the Notice will not constitute compliance with this requirement. Submission of bid materials at the place and prior to the time set out in the advertised Notice to Bidders shall be the sole responsibility of the bidder. The City shall not be responsible for bid materials not filed at the place and prior to the time set out in the advertised Notice to Bidders, even if such materials are delivered to city agencies or offices other than the agency and office specified in the Notice to Bidders as the place to which bid materials are to be delivered for filing.

Bid materials delivered to places other than that specified in the Notice to Bidders but not received by the Board of Public Works and Safety prior to the time set out in the Notice to Bidders will not be considered, even if mis-delivery of the materials was made prior to the time set out in the Notice to Bidders.

H. OMISSIONS

In addition to being responsible for the completion of all required forms, bidders are responsible for the inclusion in the bid envelope of any and all other materials they wish to have considered in relation to their bid. The Board is under no obligation to allow bidders, as a matter of right, to submit additional materials after the bids are received and opened, or supply materials inadvertently omitted from their initial bid submittal.

I. OPENING

All bids on file at the time scheduled for opening will be publicly opened and read, and shall be made available thereafter for inspection by any interested party.

J. WITHDRAWAL OF BID

No bid may be withdrawn, altered, or qualified after the scheduled time for opening, and all bids shall remain in effect for thirty (60) days, during which time said bid or proposal shall be and remain valid and in full force and effect.

K. RIGHT TO REJECT ANY AND ALL BIDS

The Board of Public Works and Safety of the City of Kokomo expressly reserves the right to reject any or all bids,

PROJECT NO. E1702-1E

SECTION 20 (CONT.)

accept or reject any portion of any bid, and/or waive any irregularities in bidding, whichever is in the best interest of the City of Kokomo.

L. AWARD

The Board of Public Works and Safety of the City of Kokomo reserves the right to fully investigate and evaluate all bids received. This reservation of right includes the right to inspect materials bid, as well as the right to contact bidders (after submission of a bid) for the purpose of obtaining information on materials bid. Subject to this reservation of right, the Board will, without unnecessary delay, make the decision to reject all bids received, or award the contract to the lowest and most responsive bidder, provided that, where applicable, the procurement preferences specified at I.C. 5-17-6 apply. If a contract is not awarded to the lowest bidder, the factors used to justify the contract award shall be stated in the minutes or memoranda of the Board at the time the award is made, and a copy of the minutes and memoranda shall be kept available for public inspection. Pursuant to I.C. 36-1-12-4, The Board of Works is permitted to delay the opening of bids after the time designated if the Board makes a written determination that it is in the best interest of the Board to delay the opening and also, the day, time, and place of the rescheduled opening are announced at the time of the originally scheduled opening.

M. FORMS

All forms furnished by the City which are a part of the bid shall be returned in the sealed envelope. Those which apply to the bidder must be executed by the bidder as set out in these specifications.

N. PRICES

Prices must always be stated in figures and shall also be stated in words where requested. All prices must be so distinctly expressed that there can be no doubt as to the meaning thereof. Illegible figures shall be just cause for rejection of any bid. Should a discrepancy exist between figures and the written amount, the written amount shall control unless otherwise provided by the Board.

O. REFERENCES AND BUSINESS HISTORY

1. A list of references for five (5) similar completed projects. The reference list shall include: name of governmental unit or private entity; address; contact person; and telephone number of contact person.
2. A list of business related lawsuits commenced by or against the bidder in the last five (5) years, if any.
3. A listing of all complaints against the bidder filed with the Better Business Bureau, or similar entity, for the last five (5) years if any. A summary of the outcome of such complaints, if any, shall also be given.
4. A summary of any bankruptcy filings of the bidder, or principals thereof, for the last five (5) years.

P. BID, PROPOSAL, OR QUOTATION BY TRUST

A bid, proposal, or quotation submitted by a trust (as defined in I.C. 30-4-1-1(a)) must identify each beneficiary of the trust and the settlor empowered to revoke or modify the trust.

Q. CITY OPTIONS

The Board of Public Works and Safety of the City of Kokomo, Indiana, reserves the right to nullify any minor technicalities in these specifications, to take bids under advisement; to reject any or all bids; to re-advertise and/or waive any irregularities in bidding, whichever is in the best interest of the City.

SECTION 20 (CONT.)

R. MATERIALS

All materials supplied by the bidder under the provisions of these specifications and plans shall be new materials of the kind and character call for by the specifications, provided that, where applicable, the procurement preference provisions of I.C. 5-17-6 apply. Defective equipment or material damaged in the course of transit, installation, or testing shall be replaced or repaired by the bidder in a manner satisfactory to the City. All materials and equipment to be furnished under these specifications shall be the standard products of a manufacturer regularly engaged in the production of such material and shall be the manufacturer's current standard design.

S. ALTERNATE MATERIALS

The specifications for materials for which bids are requested have been determined to describe materials having characteristics appropriate for their intended purpose and use. Such specifications are not intended to unduly limit competition. Unless specifically noted otherwise, references in Section 170, "Special Provisions and Conditions for this project" to specific brand names or model number are intended only to state a "standard" for the type of material specified, and are not intended to preclude equivalent materials available from other manufacturers or suppliers. The city will entertain bids proposing alternate materials. Bids containing alternate materials shall be treated as alternate bids. A detailed description, drawing, or other information concerning the materials and equipment proposed by the bidder shall be enclosed with the bid. Based upon investigation and evaluation of the alternate proposed, the City Reserves the right to decide whether or not the proposed alternative is responsive to the needs of the City. THE CITY'S DECISION AS TO THE ACCEPTABLENESS OF THE PROPOSED ALTERNATIVE SHALL BE FINAL.

T. BIDDER INQUIRIES

At its option, the Board of Public Works and Safety may respond to bidder inquiries concerning perceived ambiguities or errors in these specifications. The bidder's inquiry and the Board's response shall immediately be communicated to all other prospective bidders who have requested or received bid packages.

U. BID SECURITY

Each bidder shall submit with the bid a bid bond or certified check in the amount of ten per cent (10%) of the bid as bid security for faithful performance of this contract. The bid security of unsuccessful bidders shall be returned after bid award. The bid security of the successful bidder shall be retained until delivery and acceptance of the materials.

V. PAYMENT

Except as modified by Section II, "Special Conditions," the City shall make payment to the successful bidder upon delivery and acceptance of the materials. Where appropriate, evidence of title to materials such as vehicles, etc., showing title in the name of the City, shall be provided to the City as a precondition to payment. Account Payable Vouchers for payment shall be submitted on Accounts Payable Voucher forms approved by the City Controller and the State Board of Accounts, and shall be accompanied by such additional documentation as is required by the City Controller to meet local and state requirements.

W. PRIORITIES BETWEEN CONDITIONS

Should conflicts be found to exist between the terms and conditions of Section I, "General Conditions," and Section II, "Special Conditions," the latter section shall be deemed as controlling and modifying the former.

SECTION 20 (CONT.)

X. DEFINITION OF "MATERIALS"

The definition of the word "materials," as used in these specifications shall be that given at I.C. 36-1-2-9.5 as meaning "supplies, goods, machinery, packaged software, and equipment."

Y. INSURANCE REQUIREMENTS

Contractor's and Sub-Contractors Insurance

The contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the owner, nor shall the contractor allow any sub-contractor to commence work on his sub-contract until the insurance required of the sub-contractor has been so obtained and approved.

2. Workmen's Compensation Insurance

The contractor shall procure and shall maintain during the life of the contract, Workmen's Compensation Insurance and Death Liability Insurance for all of the employees engaged in work on the project under the contract, and in case any such work is sublet, the contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance and Death Liability Insurance for all of the latter Employees' engaged in such work. Should any such employees be engaged in hazardous work on the project under this contract and not be protected under the Workmen's Compensation Statute, the contractor shall provide adequate employer's general liability insurance for the protection of such of his employees as are not otherwise protected, and shall cause sub-contractor's to do likewise for employees similarly engaged in hazardous work.

3. Contractor's Public Liability and Property Damage Insurance

The contractor shall procure and shall maintain during the life of the contract, Contractor's Public Liability Insurance in an amount of not less than \$150,000.00 for injuries, including accidental death to any one person, and subject to the same limit for each person in an amount of not less than \$300,000.00 on account of one accident. The Contractor shall procure and provide Contractor's Property Damage Insurance in an amount of not less than \$50,000.00, along with completed operation's insurance of not less than \$500,000.00

4. Sub-Contractor's Public Liability and Property Damage Insurance

The contractor shall require each of his sub-contractors to procure and maintain during the life of his sub-contract, sub-contractor's Public Liability and Property Damage Insurance of the type specified in sub-paragraph 3 hereof in the amount specified.

5. Automobile Public Liability Insurance

Automobile Public Liability Insurance is an amount of not less than \$100,000.00 for injuries, including accidental death, to any one person and subject to the same limit for each person in an amount of not less than \$300,000.00 for one accident.

6. Automobile Property Damage Insurance

Limits shall be carried in the amounts of not less than \$50,000.00 for each accident. Insurance for automobiles shall include the contractor's owned automobiles and trucks; hired automobiles and trucks; and automobiles and trucks not owned by the contractor.

Z. INQUIRIES

Any questions regarding these specifications may be addressed by contacting the City Engineer at (765)456-7400, Monday through Friday, 8:00 a.m. through 4:00 p.m.

SECTION 20 (CONT.)

AA. CODES, PERMITS, AND LICENSES

All work shall comply with the applicable provisions of state law and local codes and ordinances, as well as any other authorities that may have lawful jurisdiction pertaining to the work specified. None of the terms or provisions of these specifications shall be construed as waiving any of the rules, regulations, or requirements of these authorities. The contractor shall procure all necessary permits or licenses to carry out this work, and shall pay the lawful fee therefore, as well as any inspection fee or the cost of any certificate of approval. In any instance where these specifications call for materials for construction of a better quality than that required by the codes, the provisions of these specifications shall take precedence. The codes shall govern in the case of direct conflict between the codes and the plans and specifications.

BB. BONDS - BID, PERFORMANCE, MAINTENANCE

Each bidder shall submit with his bid a bid bond in the amount of 10% of the bid. The successful bidder shall furnish a general performance and payment bond in the amount of the contract price issued in favor of the owner with the Power of Attorney attached showing the authority of the executing agent. Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

The performance bond shall be in accordance with I.C. 36-1-12-14 and shall remain in effect for one (1) year after the contract is accepted as complete by the owner. The payment bond shall be in accordance with 36-1-12-3.1. Said performance and payment bond shall be obtained within ten (10) days of the notification of acceptance of the bid. The bond shall be in a form and with a company satisfactory to the owner.

CC. REPLACEMENT OF DAMAGED PROPERTY

The contractor shall replace all property damaged by him including fences, trees, plants, grass, walks, drives, building surfaces, etc.

DD. COMPLETION TIME

Time is of the essence in this contract. All construction, after the owner's issuance of a Notice to Proceed, is to be completed within the number of calendar days specified in the contract. The bidder must agree to pay as liquidated damages the sum of \$500.00 for each consecutive calendar day thereafter as hereinafter provided. The contractor will be required to commence work within seven (7) calendar days after the Notice to Proceed.

EE. FINAL APPROVAL

Any defects in workmanship or materials shall be corrected by the contractor before final acceptance.

FF. PROJECTS IN EXCESS OF \$100,000.00

If not otherwise required by these specifications, if the bid for the project equals or exceeds One Hundred Thousand Dollars (\$100,000.00), the bidder shall submit a financial statement, a statement of experience, a proposed plan or plans for the performance of the public work, and a listing of the equipment that the bidder has available for the performance of the work. The financial statement shall be submitted on forms approved by the state board of accounts.

SECTION 20 (CONT.)

GG. PAYMENTS TO CONTRACTOR

The owner shall make payment to the contractor after all work is completed and accepted. The contractor shall provide the owner with an affidavit that all costs, bills, labor, etc. are paid in full before payment will be made. Claims for payment shall be submitted on claim forms approved by the City Controller and the State Board of Accounts and shall be accompanied by such additional documentation as is required by the City Controller to meet local and state requirements.

HH. WITHHOLDING

Bidders are advised that payments on contracts (except contracts of sale) with nonresident contractors are subject to gross income tax withholding at a rate of 1.2% of the contract amount. For purposes of this withholding requirement, a nonresident contractor does not include a foreign (i.e. non-Indiana) corporation that has qualified to do business in Indiana. Monies so withheld by the owner shall be forwarded to the Indiana Department of Revenue to be applied to the contractor's Indiana state tax liability.

II. SITE ACCESS AND DUTIES

For the performance of the contract, the contractor will be permitted to occupy such portions of the site as permitted by the owner or his representative. A reasonable amount of tools, materials or equipment for construction purposes may be stored in such place, but not more than is necessary to avoid delays in construction. Upon completion of the work and before acceptance and final payment are made, the contractor shall clean and remove from the site the work surplus and discarded materials, temporary structures and debris of every kind. He shall leave the site of work in a neat and orderly condition equal to that which originally existed.

JJ. OWNER'S ACCESS

The owner's representative shall at all times have access to the work site. The contractor shall keep the owner advised of the progress of the project and shall provide opportunity for the owner or his representative to inspect each phase of the project. The contractor shall provide proper and safe facilities for such access and for inspection.

KK. REPORT OF CONSTRUCTION AND OTHER SERVICE CONTRACTS

Bidders are advised that the City of Kokomo is required by the Indiana Department of Revenue to report all construction and service contracts in excess of \$1,000.00 to the Department. In order to complete the required state form (GC-22 {h}), the city requires that bidders, in their bid package, supply the city with their federal identification number or, if the bidder has no such number, then the bidders social security number.

LL. SUBMISSION OF NON-DISCRIMINATION PROVISION

Pursuant to I.C. 36-1-12-15(b), a contract by the Board of Public Works must comply with the anti-discrimination provisions of I.C. 5-16-6. Compliance with this provision shall be demonstrated by submission with the bid of the executed non-discrimination provision set out at Section 50 of these specifications. Submission of the executed non-discrimination provision is mandatory, and the omission of the provision in the bid package will render the bid non-responsive in its entirety

PROPOSAL

NORTH APPERSON LANE MODIFICATIONS
PROJECT NO. E1702-1E

TO: THE BOARD OF PUBLIC WORKS AND SAFETY
OF THE CITY OF KOKOMO, INDIANA

Gentlemen:

Pursuant to the Notice to Contractors and in accordance with the Plans and Specifications, We, the Undersigned, propose to perform and guarantee all things required to be performed and guaranteed, and to furnish all materials and equipment except those specifically omitted by the Plans and Specifications and to do all things necessary to perform the work required to complete the construction called for in this proposal in accordance with the Plans and Specifications applicable thereto.

This proposal is divided into items of work as described in Section No. 80, (Special Provisions and Conditions for This Project). The brief description of the item of work used on the attached Bid Sheet Form shall be taken to mean exactly the same as the more complete description set out in said Specifications and further described, defined, and delineated on the Plans.

We have filled in the itemized bids on the Bid Sheet Form with a unit price for each unit price item and a lump sum price for each lump sum item. We have totaled these item bid prices and have written out this correct total in words which shall govern over any figures or summation of figures.

We are attaching a Non-Collusion Affidavit, a Non-Discrimination Provision, a properly executed Bid Bond, and a properly executed "Contractors Bid For Public Works (Form 96 Revised 2000)" with a financial statement. In executing this proposal, we have shown whether our company is doing business as an individual, partnership or corporation, and have shown the proper title for the person or persons signing this proposal.

If awarded a contract, we agree to fully complete all work detail within 21 calendar days after and including the date on which a written "Notice to Proceed" is issued by the Owner. We have been advised of the liquidated damages in the amount of \$500.00 for each day that the project is not completed after the established date of completion. The days between November 30 and April 1 shall not be included in the number of days noted above.

PROPOSAL SIGNATURES

(For An Individual)

IN TESTIMONY WHEREOF, The Bidder has hereunto set his hand this _____ day of _____, 2017.

Bidder

(For a Firm or Partnership)

IN TESTIMONY WHEREOF, the Bidder (a firm) have hereunto set their hands this _____ day of _____, 2017.

Firm Name: _____

By: _____

(For a Corporation)

IN TESTIMONY WHEREOF, the Bidder (a corporation) has caused this Proposal to be signed by its President and Secretary and affixed its corporate seal this 9th day of August, 2017.



E&B Paving, Inc.
Name of Corporation

Kip Chandler

Kip Chandler

NORTH APPERSON LANE MODIFICATIONS
PROJECT NO. E1702-1E

SECTION 40

BID SHEET FORM

Item	Description	Estimated Quantity	Units	Unit Price	Item Price
1	Combined Concrete Curb and Gutter	719	L.F.	31.00	22,289.
2A	18" Concrete Straight Curb	1255	L.F.	20.00	25,100.
2B	12" Concrete Straight Curb (Drives and Return Curb)	174	L.F.	24.00	4,176.
3	Concrete Sidewalk (4"); Includes Private Walks	167	S.Y.	68.00	11,356.
4	Concrete Sidewalk Ramp with Detectable Warning	100	S.Y.	260.00	26,000.
5A	Concrete Pavement For Driveways (6")	14	S.Y.	71.00	994.
5B	6" Concrete Island Ends	10	S.Y.	190.00	1,900.
6	8" Concrete Pavement Patching/Widening	220	S.Y.	30.00	6,600.
7	Asphalt, Concrete, etc. Removal	1552	S.Y.	26.00	40,352.
8	Topsoil (12")	826	S.Y.	26.00	21,476.
9	Adjust Existing Castings	2	EA.	369.88	739.76
10	Remove Existing Signal Bases	4	EA.	558.10	2,232.40
11	Double Head Decorative Lights	6	EA.	5,605.00	33,630.
12	Manufactured Metering Pedestal	1	EA.	928.00	928.
13A	1" PVC Schedule 80 Underground Electrical Conduit, Bored	105	L.F.	12.90	1,354.50
13B	1" PVC Schedule 80 Underground Electrical Conduit, Trenched	472	L.F.	4.55	2,147.60
14	Underground Electrical Wire, 3 THHN No. 10, Copper Wire	617	L.F.	3.30	2,036.10
15	HMA Surface Mixture (Machine Laid)	383	Tons	92.00	35,236.
16A	Hot Applied Thermoplastic Line Solid & Skip 4" (yellow & white)	1894	L.F.	3.25	6,155.50
16B	Hot Applied Thermoplastic Special Markings Crosswalk Lines 6" and Hatching	683	L.F.	4.30	2,936.90
16C	Hot Applied Thermoplastic Special Markings Stop Line 24"	113	L.F.	8.60	971.80

NORTH APPERSON LANE MODIFICATIONS
PROJECT NO. E1702-1E

SECTION 40

BID SHEET FORM

16D	Hot Applied Thermoplastic Special Markings "RR X-ing"	3	EA.	858.00	2,574.
16E	Hot Applied Thermoplastic Special Markings "Bike Lane and Chevrons"	8	EA.	430.00	3,440.
17A	Slender Silhouette Sweet Gum 2"	5	EA.	424.00	2,120.
17B	Armstrong Maple 2"	13	EA.	424.00	5,512.
17C	Princeton Sentry Ginkgo 2"	7	EA.	477.00	3,339.
17D	Green Vase Zelkova 2"	7	EA.	419.00	,2933.
17E	Prairie Sentinel Hackberry 2"	4	EA.	420.00	1,680.
18	Sod Planting	826	S.Y.	6.35	5,245.10
19	Traffic and Mobilization/Demobilization	1	L.S.	8,950.00	8,950.

TOTAL AMOUNT OF BID \$ 284,404.66

(In Words) Two Hundred Eighty Four Thousand, Four Hundred Four
Dollars, And Sixty Six Cents.

BID OF: E&B Paving, Inc.

BY: Kip Chandler DATE: 8-9-17

ADDRESS: 1420 S Union Street
Kokomo, IN 46902

NON-DISCRIMINATION AFFIDAVIT

The Contractor on this construction agrees that in the hiring of employees for the performance of work under this contract or any sub-contract hereunder, no Contractor, Sub-contractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the State of Indiana who is qualified and available to perform work to which the employment relates. The Contractor agrees that no Contractor, Sub-contractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, religion, color, sex, national origin or ancestry.

The Contractor agrees that there may be deducted from the amount payable to the Contractor by the municipality under this contract a penalty of five dollars (\$5.00) for each person for each calendar day during which the person was discriminated against or intimidated in violation of this provision. The Contractor agrees that any contract entered into between the Contractor and municipality may be canceled or terminated by the municipality and all money due or to become due under the contract may be forfeited, for a second or any subsequent violation of the terms or conditions of this provision. The Contractor agrees that the undertakings set out in this provision shall be considered to be a part of any contract awarded as if fully set forth therein.

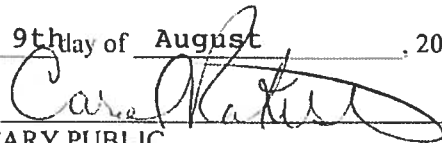


Kip Chandler

(Bidder or Agent)

FOR: E&B Paving, Inc.

Subscribed and sworn to before me this 9th day of August, 2017.



NOTARY PUBLIC

A Resident of Howard

County

My Commission Expires:

10-31-19



Verification of Work Eligibility Status

(as required by Indiana SEA 590, effective July 1, 2011)

1. E&B Paving, Inc., (hereinafter called "Contractor") understands and agrees that it is required to enroll in and verify the work eligibility status of all employees hired after the date of this contract through the E-Verify program. This requirement shall be waived if the E-Verify program ceases to exist. For the purposes of this paragraph, the "E-Verify program" means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s. 403(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603).
2. The Contractor will provide proof of enrollment in the E-Verify program.
2. An authorized representative of the Contractor has signed the attached affidavit concerning the employment of unauthorized aliens.

**AFFIDAVIT CONCERNING EMPLOYMENT
OF UNAUTHORIZED ALIENS**

I am a duly authorized officer of E&B Paving, Inc., (hereinafter called "Contractor") and I hereby certify that as of the date of this Affidavit, Contractor, does not employ any "unauthorized aliens" as that term is defined in 8 U.S.C. 1324a(h)(3).

I AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FOREGOING REPRESENTATIONS ARE TRUE.

Dated: 9th August, 2017



Printed name: Kip Chandler

8 U. S.C. 1324a(h)(3) Definition of unauthorized alien

As used in this section, the term "unauthorized alien" means, with respect to the employment of an alien at a particular time, that the alien is not at that time either

- (A) an alien lawfully admitted for permanent residence, or*
- (B) authorized to be so employed by this chapter or by the Attorney General.*

**ADDENDUM TO CONTRACT WITH CITY OF KOKOMO INDIANA
CONCERNING INVESTMENT IN IRAN**

The Contractor affirms under the penalties of perjury that he/she/it has not in the past and is not presently engaged in investing activities in Iran.

The Contractor has not been placed on the list of persons that are engaged in investing in Iran developed under IC 5-22-16.5-9.

The Contractor certifies that he/she/it has not engaged in investment activities in Iran as defined by I C 5-22-16.5-1, et seq. The Contractor further agrees to maintain this certification throughout the duration of the term of the contract.

The City of Kokomo, by and through, the Board of Public Works and Safety shall provide ninety (90) days notice to a Contractor pursuant to I.C.5-22-16.5-14 if the County has information indicating a contractor has engaged in investing in Iran and may terminate the Contract and further seek all other available penalties and remedies under I.C. 5-22-16.5-14.

Dated this 9th day of August, 2017.

Certified by
Contractor:

E&B Paving, Inc

by

Kip Chandler

Kip Chandler

Print and sign name



E&B PAVING, Inc
World-Class Solutions at a Local Level™

April 5, 2016

To Whom It May Concern:

This letter will certify that E&B Paving, Inc. is duly registered to use the E-Verify system and certifies that E&B Paving, Inc. does not knowingly employ or contract with unauthorized alien workers. Following is the pertinent information for E&B Paving, Inc,

E&B Paving, Inc

286 W 300 N

Anderson, IN 46012

E-Verify Company ID #: 426977

EEO Officer: Chuck Siegel

Corporate Human Resources Manager/EEO Officer

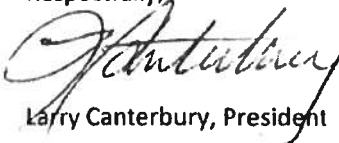
Phone: 765.374.0350

Fax: 765.643.0699

Email: chuck.siegel@ebpaving.com

This letter meets the requirements for certifying to general contractors E&B Paving's compliance with Indiana Senate Act 590 (SEA 950). To obtain a complete copy of E&B's E-Verify Memorandum of Understanding (MOU), please contact our EEO Officer and one will be promptly provided.

Respectfully,



Larry Canterbury, President

AN EQUAL OPPORTUNITY EMPLOYER

286 W. 300 N. • Anderson, IN 46012
PHONE: 765.643.5358 • FAX: 765.643.0699

www.ebpaving.com

ASPHALT AND CONCRETE CONTRACTORS

POLICY STATEMENT

CITY OF KOKOMO

USE OF LOCAL LABOR FORCE

The Mayor and the Kokomo Common Council encourage successful bidders on contracts financed by federal, state or local funding to give priority to hiring from the local labor force whenever possible. A highly skilled workforce, representing all trades, is readily available in this community and it is the desire of the city administration that full use be made of this valuable resource.

CONSTRUCTION CONTRACT
NORTH APPERSON LANE MODIFICATIONS
PROJECT NO. E1702-1E

THIS CONTRACT, made this 9th day of August, 2017 by and between
E&B Paving, Inc. hereafter referred to as the Contractor and the
City of Kokomo, represented by the Board of Public Works and Safety, hereinafter referred to as the Owner.

WITNESSETH that, the Contractor and the Owner for the consideration stated herein, agree as follows:

Article I - Scope of Work - The Contractor shall perform and guarantee everything required to be performed or guaranteed and shall provide and furnish all labor, materials, tools, equipment, transportation, supervision, and know how to construct and complete in workmanlike manner the above project.

Article II - Contract Price - The Contractor shall be paid for the actual amount of work done and materials in place, as measured by the Engineer for the Owner, at the unit prices stated in the Contractor's attached proposal plus the total of all lump sum prices for a total contract price of \$ 284,404.66 in the Contractor's attached proposal dated 8-9-17, 2017, which the Contractor agrees to accept in full payment for the items of work. (The contract price shall be subject to any addition or deduction which may be made by contract modification agreements).

Article III - Payment - Payments to the Contractor will be made once monthly upon proper filing of claim therefore in the amount of ninety (95) percent of the value of the work completed in the month just preceding the claim. Only the materials, labor and equipment actually installed will be considered for approval on progress payment. Final payment for completion of the construction covered by the contract will be made upon proper filing of claim therefore, and is conditioned upon acceptance of the completed construction by the Owner, and upon the Contractor furnishing the Owner with a sworn affidavit that all materials, labor, equipment and other costs incurred by the Contractor in connection with the performance on this contract was paid in full and that the project was completed in accordance with and as required by this contract (sample affidavit included herein)

Article IV - Time of Completion - Time is of the essence on this contract and the Contractor agrees to fully complete all work details within 21 calendar days after and including the date on which a written "Notice to Proceed" is issued by the Owner. The days between November 30 and April 1 shall not be included in the number of days noted above.

Article V - Contract Documents - The contract documents shall consist of the following:

1. Contract
2. Plans
3. All sections of specifications & bid documents
4. Standard Specifications for the City of Kokomo, latest edition
5. Indiana Department of Transportation Standard Specifications
6. Notice to Contractors
7. Proposal

All contract documents shall be interpreted wherever possible to complement each other; wherever this interpretation is not possible, they shall take precedence in the order enumerated above.

Article VI - Guarantee - The Contractor further agrees to protect said Owner against imperfections in material,

CONSTRUCTION CONTRACT (CONT.)

equipment and workmanship which may be or which becomes apparent during the period of one (1) year subsequent to the date of completion of the construction covered by this contract and acceptance by the Owner, and the Contractor shall, at his expense, remove and replace in whole or in part any such work, materials or equipment which may prove defective or unsuitable for the service performed or to be performed and/or which may show unreasonable deterioration within said period, upon the written demand to the full satisfaction of the Owner.

IN WITNESS WHEREOF, the parties thereto have caused this instrument to be executed in four (4) counterparts on the date first above written.

FOR THE CONTRACTOR

NAME

Kip Chandler

TITLE Area Manager

ATTEST:

Carol Katus

TITLE: Project Engr.

FOR THE BOARD OF PUBLIC WORKS
& SAFETY, CITY OF KOKOMO, INDIANA

Randy C. McKay
RANDY C. MCKAY, PRESIDENT

Patrick C. O'Neill
PATRICK C. O'NEILL, MEMBER

Susan M. Stewart
SUSAN M. STEWART, MEMBER

ATTEST:

Erin E. Miller
ERIN E. MILLER, CLERK

ACKNOWLEDGEMENT
(For the Contractor)

STATE OF INDIANA)

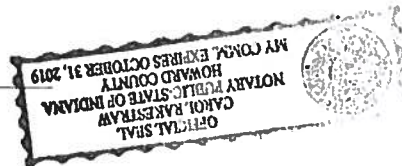
) SS:

COUNTY OF Howard

Before me, the undersigned Notary Public, in and for said State and County personally appeared
Kip Chandler, Chuck Wiegman (Name of Signers of the contract for the Contractor)
and acknowledges the execution of the foregoing contract. Subscribed and sworn to before me this 9th day of
August, 2017.

Carol Katus
NOTARY PUBLIC

A Resident of Howard County



My Commission Expires: 10-31-19

ACKNOWLEDGEMENT
(For the Owner)

STATE OF INDIANA)
) SS:
COUNTY OF HOWARD)

Before me, the undersigned Notary Public, in and for said State and County personally appeared
Randy C. McKay, Susan M. Stewart, Patrick C. O'Neil
_____, Members of the Board of Public Works and Safety and
acknowledge the execution of the foregoing contract.

Subscribed and sworn to before me this 30 day of August, 2017.

Erin Elaine Miller
NOTARY PUBLIC
A Resident of Howard County



My Commission Expires:
1-11-2023

SECTION 70

SUPPLEMENTAL GENERAL CONDITIONS

70.01 - STANDARD SPECIFICATIONS FOR THE CITY OF KOKOMO: References are made herein by Section No.'s to Sections of the Standard Specifications for the City of Kokomo. Said referenced Sections and all others shall be as much a part of these specifications as if written herein. Copies of the Standard Specifications are also available at the City Engineer's Office, Kokomo, Indiana.

70.02 - STAKES FOR CONSTRUCTION STAKE-OUT: The Contractor shall furnish at no cost to the Owner, all stakes, lathes or other markers needed for the City survey crew to stakeout the entire project.

70.03 - OTHER WORK: Any other work than what has been specified herein which is normal and typical for this type project shall not be paid for directly, but the cost thereof shall be included in the various pay items of the Contract.

70.04 - BARRETT LAW: With regard to Section 102.17, Barrett Law, City of Kokomo Standard Specifications, void all reference to Barrett Law. This is not a Barrett Law Project.

70.05 - MAXIMUM COST: With regard to Section 102.18, Maximum Cost Estimate, City of Kokomo Standard Specifications, void all reference to Maximum Cost Estimate.

70.06 - SALVAGED MATERIALS: All existing manhole and inlet castings shall be salvaged and are to remain property of the City of Kokomo. The Contractor shall deliver them to the City Street Department located at 720 East Boulevard.

70.07 - COOPERATION WITH UTILITY COMPANIES: The Contractor shall cooperate with all utility companies whose facilities are adjacent to, or within the project right-of-way.

Underground utilities indicated on the plans have been shown at their approximate locations only and it is the responsibility of the Contractor to determine if conflicts exist.

The Contractor or Subcontractor shall abide by I.C. 8-1-26-1 et. seq. regarding underground transmission systems and the giving of notice of intent to excavate.

70.08 - RESPONSIBILITY FOR DAMAGE CLAIMS: The Contractor shall save and hold harmless the Owner and the Engineer, and their officers, agents and employees from and against all suits or claims that may be based upon injury or alleged injury to any person or property that may occur or may be alleged to have occurred in the course of the performance of the Contract by the Contractor, whether such claims shall be made by an employee of the Contractor or by a third person, and whether or not it shall be claimed that the injury or alleged injury was caused by a negligent act or omission of the Contractor or its officers, agents or employees; and the Contractor shall, at his own cost and expense, pay all amounts for which the Owner and the Engineer may become liable, and shall pay all costs of defense of any such claims, including attorney fees and all costs and expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the Owner or the Engineer, or any officer, agent or employee of theirs, the Contractor shall at his own cost and expense, satisfy and discharge the same.

The provisions of this section shall apply to any damages, including punitive damages, which may be awarded by a court of competent jurisdiction as a result of the failure of the contractor, or any subcontractor, to comply with the requirements of I.C. 8-1-26-1 et. seq.

SECTION NO. 80.00 - DEFINITIONS

80.00.01 - THE PROJECT:

This project consists of all labor and material to complete lane modifications on Apperson Way from Jefferson Street to Havens Street including median islands, curb extensions, concrete curb, ADA compliant ramps at intersections, street resurfacing, lane markings, and street lights.

80.00.02 - THE OWNER (ONR): The Owner referred to in these specifications shall be the City of Kokomo, Indiana and represented by the Board of Public Works and Safety of said City.

80.00.03 - THE ENGINEER (ENGR or A/E): The ENGR or A/E as referred to in these specifications shall be the City Civil Engineer of Kokomo, Indiana.

80.00.04 - UNIT PRICE BID: The taking of bids, letting of contracts, performing of work and making payments, therefore, shall be based on a unit price amount of payment to cover the actual amount of work done and materials in place as measured by the Engineer for the Owner, at the unit price stated in the Contractor's attached proposal. Lump Sum Bidding shall be an exception. If an item of work is to be performed on a Lump Sum Basis, it shall be designated in the appropriate paragraph of these specifications under Items of Work.

SECTION NO. 80.10 - SPECIAL CONDITIONS

80.10.01 - STANDARD SPECIFICATIONS: References are made herein by section numbers to Sections of the Standard Specifications for the City of Kokomo. Said referenced Sections and all others shall be as much a part of these specifications as if written herein. Copies of the City Standard Specifications are available at the City Engineer's Office, Kokomo, Indiana. Any references to the Indiana State Highway Standard Specifications (I.S.H.S.S.) in the Kokomo Specifications refer to the State Specifications discussed herein. Specific I.S.H.S.S. section numbers referenced in the Kokomo Standard Specifications may change with the latest edition of the State Specifications. It should be understood the referenced section would be the State Specifications section pertinent to the subject matter being addressed. Indiana Department of Transportation "STANDARD SPECIFICATIONS" current edition and all current supplements thereto that may be applicable to this project are included herein by reference.

80.10.02 - STAKES FOR CONSTRUCTION STAKE-OUT AND MARKING REPLACEMENT LIMITS: The Contractor shall furnish, at no cost to the Owner, all stakes, lathe or other markers needed for the City Survey Crew to stake-out the entire project. Replacement limits will be marked in the field by the Engineering Department.

80.10.03 - OTHER WORK: Any other work than what has been specified herein which is normal and typical for this type project shall not be paid for directly, but the cost thereof shall be included in the various pay items of the Contract.

80.10.04 - BARRETT LAW AND MAXIMUM COST ESTIMATE: With regard to Section 102.17 and 102.18 in the City of Kokomo Standard Specifications, Barrett Law and Maximum Cost Estimate, this is not a Barrett Law Project.

80.10.05 - SALVAGED MATERIALS: All existing manhole and inlet castings shall be salvaged and are to remain the property of the City of Kokomo. The Contractor shall deliver them to the City Street Department located at 720 East Boulevard.

80.10.06 - COOPERATION WITH UTILITY COMPANIES: The Contractor shall cooperate with all utility companies whose facilities are adjacent to or within the project right-of-way. The Contractor shall be responsible for making the

final 2+ inches of adjustment on all utility castings. All castings must be at finish grade before the project will be accepted as complete.

Underground utilities indicated on the plans have been shown at their approximate locations only and it is the responsibility of the Contractor to determine if conflicts exist. The Contractor shall contact ALL utility companies at least two (2) working days before any excavation is started and shall comply with all requirements in I.C. 8-1-26-1 et. seq. regarding underground transmission systems and the giving of notice of intent to excavate.

80.10.07 - RESPONSIBILITY FOR DAMAGE CLAIMS: The Contractor shall save and hold harmless the Owner and the Engineer and their officers, agents and employees from and against all suits or claims that may be based upon injury or alleged injury to any person or property that may occur or may be alleged to have occurred in the course of the performance of the Contract by the Contractor, whether such claims shall be made by an employee of the Contractor or by a third person and whether or not it shall be claimed that the injury or alleged injury was caused by a negligent act or omission of the Contractor or its officer, agents or employees; and the Contractor shall, at his own cost and expense, pay all costs of defense of any such claims, including attorney fees and all costs and expenses arising therefrom or incurred in connections therewith; and if any judgement shall be rendered against the Owner or the Engineer, or any officer, agent or employee of theirs, the Contractor shall at his own cost and expense, satisfy and discharge the same.

The provisions of this section shall apply to any damages, including punitive damages, which may be awarded by a court of competent jurisdiction as a result of the failure of the contractor, or any subcontractor, to comply with the requirements of I.C. 8-1-26-1 et. seq.

80.10.08 - TIME OF COMPLETION AND LIQUIDATED DAMAGES: If the Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as part consideration for the awarding of the Contract, to pay to the Owner the amount specified in the Contract, not as a penalty, but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the Contract for completing the work.

The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner from current periodical estimates.

It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract and additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided that the Contractor shall not be charged with liquidated damages or any excess cost when the Owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner; provided, further, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

- (a) to any preference, priority or allocation order duly issued by the Government;
- (b) to unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a Contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and severe weather; and

- (c) to any delays of Subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article.

Provided, further, that the Contractor shall within ten (10) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the Contract, notify the Owner, in writing, of the cause of the delay, who shall ascertain the facts and extent of the delay, and notify the Contractor within a reasonable time of its decision in the matter.

80.10.09 - BID ITEM QUANTITIES: The "Estimated Quantities" shown on the BID SHEET FORM generally represent an estimated quantity of the item of work or material specified that shall be used as directed by the Engineer. The Owner reserves the right to decrease any estimated quantity, increase any estimated quantity or completely delete any item shown on the bid sheet forms. The final contract amount and the amount the Contractor will be paid will be based on the actual amount of work done and materials in place, as measured by the Engineer for the Owner, at the unit prices stated on the bid sheet form or established by a Contract Modification Agreement.

SECTION NO. 80.20 - ITEMS OF WORK

80.20.01 - ITEM 1, COMBINED CURB & GUTTER:

This item shall include all material, labor and equipment required to construct new concrete curb in accordance with the plans and to match existing conditions in the field. All installation shall be considered hand formed or machine laid and finished. The minimum thickness of all curb from gutter to base shall be 6" and include an additional 2" of compacted #53 or #73 aggregate for base material. The concrete shall be Class "A" (6 bags per cubic yard minimum). A contraction joint two inches (2") deep shall be made transversely within the surface of the concrete curb at 10-foot intervals. If made with a saw, the joints shall be cut within 18 hours of placing the concrete. Where adjacent bituminous surfaces are disturbed on the opposite side of a saw cut, that surface may be patched with concrete from the curb and sidewalk pour. New curb adjacent to driveways shall be installed with the appropriate expansion material adjacent to entire length of the existing pavement incidental to the cost of this item.

80.20.02 - ITEMS 2A and 2B, 18" CONCRETE STRAIGHT CURB and 12" CONCRETE STRAIGHT CURB:

This item shall include all material, labor and equipment required to construct new concrete curb in accordance with the plans and to match existing conditions in the field. All installation shall be considered hand formed or machine laid and finished. The minimum thickness of all curb from gutter to base shall be 6" and include an additional 2" of compacted #53 or #73 aggregate for base material. The concrete shall be Class "A" (6 bags per cubic yard minimum). A contraction joint two inches (2") deep shall be made transversely within the surface of the concrete curb at 10-foot intervals. If made with a saw, the joints shall be cut within 18 hours of placing the concrete. Where adjacent bituminous surfaces are disturbed on the opposite side of a saw cut, that surface may be patched with concrete from the curb and sidewalk pour. New curb adjacent to driveways shall be installed with the appropriate expansion material adjacent to entire length of the existing pavement incidental to the cost of this item.

80.20.03 - ITEM 3, CONCRETE SIDEWALK (4"):

This item shall include the construction of sidewalk at the locations as shown on the plans and as directed by the A/E and in accordance with Section 206, "PORTLAND CEMENT CONCRETE SIDEWALKS" in the City of Kokomo Standard Specifications.

The concrete shall be Class "A" (6 bags per cubic yard minimum). This item shall also include the coordination and the adjustment of private meter or valve pits required to be completed by private utilities. This item shall include an additional 2" of compacted #53 or #73 aggregate for base material. New construction adjacent to existing concrete surfaces shall be installed with the appropriate expansion material adjacent to entire length of the existing concrete incidental to the cost of this item. Where adjacent bituminous surfaces are disturbed on the opposite side of a saw cut,

that surface may be patched with concrete from the curb and sidewalk pour up to a maximum width of six inches (6"). Sidewalks with integral curb shall be saw cut at the face of the curb and back one (1) foot at 10 foot intervals (between contraction joints) within 24 hours of placing the concrete.

80.20.04 – ITEM 4, 6" CONCRETE ADA SIDEWALK CURB RAMPS

This shall include all material, labor and equipment required to provide invalid ramps for the safe and convenient movement of physically handicapped persons shall be constructed as a part of the sidewalk at locations shown on the plans and in accordance with the Construction Typical Details, Sidewalk Curb Ramps Type B, modified, and Sidewalk Curb Ramps General Notes and Details. This item shall be in accordance to Sections 604 and 905 of the Indiana Department of Transportation Specifications titled SIDEWALKS, CURB RAMPS, STEPS AND HANDRAILS. This item shall be paid for at the unit bid price per square yard of concrete. The concrete shall be Class "A" (6 bags per cubic yard minimum).

Detectable warning elements are required in ramps at the public street crossings only. Any slope not greater than 20:1 (5%) is considered a walk and not a ramp.

Detectable warnings elements shall be Armorcast Products or ADA Solutions replaceable 24" x 48" panels in the red brick color or approved equal.

80.20.05 - ITEMS 5A and 5B, CONCRETE DRIVEWAY (6") and 6" CONCRETE ISLAND ENDS:

This item shall include all labor, material and equipment to construct concrete driveway approaches, concrete slabs for flower pots, and concrete island ends as shown on the plans and in accordance with Section 611 (CROSSOVERS AND DRIVEWAYS) of the CURRENT edition of the Indiana State Department of Transportation Standard Specifications. Item 4B, Concrete Median Island ends, shall be constructed according to the detail shown in the plans and shall be 6" thick and otherwise similar to a concrete drive approach. The concrete shall be Class "A" (6 bags per cubic yard minimum). This item shall include an additional 2" of compacted #53 or #73 aggregate for base material. Where adjacent bituminous surfaces are disturbed on the opposite side of a saw cut, that surface may be patched with concrete from the curb and sidewalk pour, up to a maximum width of six inches (6").

80.20.06 - ITEM 6, CONCRETE PAVEMENT PATCHING/WIDENING (8"):

This item shall include all labor, material and equipment to replace existing pavement affected by construction as shown on the plans and in accordance with the CURRENT edition of the Indiana State Department of Transportation Standard Specifications. The concrete shall be Class "A" (6 bags per cubic yard minimum). This item shall include an additional 2" of compacted #53 or #73 aggregate for base material.

80.20.07 – ITEM 7, EXISTING CURB/PAVEMENT/SIDEWALK REMOVAL:

This item shall include all labor, material and equipment required to remove and dispose of all existing street, curbs, sidewalks, steps, walks and driveway pavements (whether asphalt, bituminous, concrete, brick or a combination thereof) and excavation shown on the plans to be removed or that hinders or interferes with construction of any item to be constructed. If new material will abut the edge of the material removed, the edge shall be cut in a straight and vertical plane with a concrete saw. All removal and disposal shall be done in accordance with Section 202 in the current edition of the Indiana Department of Transportation Standard Specifications. This item shall also include saw cuts required before and after removal.

Special care shall be taken to remove the existing brick pavers carefully so that any paver that is in good or fair condition can be placed on skids for future use by the City of Kokomo. Skids shall be delivered to the Wastewater Treatment plant in a location to be determined at the time of delivery.

80.20.08 – ITEM 8, 12" TOPSOIL:

This item shall include all labor, material and equipment required to place 12" of topsoil in the planting areas and islands as designated on the plans. Topsoil shall be clean soil free of stones, stumps, roots, or other similar objects larger than two inches. No other materials or substances should be mixed or dumped within the fill area that may be harmful to plant growth, or prove a hindrance to the planting or maintenance operations. The planting soil must be free of plant or seed material of non-native, invasive species, or noxious weeds.

80.20.09 – ITEM 9, ADJUST EXISTING CASTINGS: This item shall consist of the furnishing of all excavation, labor material, and backfill necessary to adjust castings to grade. The contractor shall furnish new castings or owner provided castings as specified on the plans, or adjust existing castings. The castings shall be removed, cleaned and reset at the plan grade. All work, material and equipment provided shall be in accordance with applicable provisions of Section 720 MANHOLES, INLETS AND CATCH BASINS of the current edition (and Supplemental Specifications) of the Indiana Department of Transportation Standard Specifications. The casting shall be securely bonded to the manhole with mortar. The contractor shall deliver all removed castings to the City Street Department located at 720 East Boulevard.

80.20.10 – ITEM 10, EXISTING LIGHT/SIGN/SIGNAL BASE REMOVAL: This item shall include all labor, materials and equipment required to remove and properly dispose of existing light and sign bases as specified on the plans in accordance with SECTION 202, REMOVAL OF STRUCTURES AND OBSTRUCTIONS in the current edition of the Indiana Department of Transportation Standard Specifications. The existing signal bases shall be removed at least 8" below top of finished grade and the anchor bolts cut flush with the top of the remaining concrete base. This contractor is responsible for filling the void left by the removal of the foundation with #53 or #73 compacted aggregate, the cost of which shall be included in this item.

80.20.11 – ITEM 11, DOUBLE-HEAD CAST ALUMINUM STREET LAMPS INSTALLATION: This item shall include all excavation, labor, material and equipment to construct each street lamp at the locations as shown on the plans. The lamps, posts and accessories shall be from black tapered posts and caged acorn lamps from Antique Street Lamps or approved equal. The following specification numbers are based on the Antique Street Lamps.

Luminaire: AM30 X 150M MOG PTC GR3 TB1 PEB1 ANBK (12 Req'd)

Posts: PA W19 14 3T5 FGUIL-S OD-XXXX ANBK (6 Req'd) Receptacle housing included in the post.

Banner Arms: 2BAB 20 BBA ANBK (6 Req'd) Note there will be two arms per pole

Cross Arms: PCP 36 3CT3 ANBK (6 Req'd)

Posts shall be fitted with the receptacle housing as specified. Electrical contractor is responsible for the material and labor for installing and connecting the receptacle as part of this price.

These lights will be connected to a new metering pedestal which will contain the photo cell relay controlling the "dusk to dawn" switching for the lights and there is no need for a photo cell on each light.

The foundation for the lamp post shall be a 6 bag mix, air-entrained concrete 24" diameter by 32" minimum depth with the top being flush with the finish grade of the walk. Four anchor bolts required, consult with the manufacturer for size and pattern placement (see detail in Appendix A). The contractor shall construct all components of the street lamp which consist of a concrete foundation, owner provided cast aluminum post, luminaire, all options and additions, light refractor, light photoelectric cell, lamp post bracket set, all electrical wire, labor and equipment, and any miscellaneous materials, items, etc. to complete each lamp. The contractor shall bury all electrical wire in 1" PVC conduit. Refer to Appendix A for general details and specifications.

80.20.12 – ITEM 12, MANUFACTURED METER/DISCONNECT PEDESTAL: This item shall include all labor, material and equipment to construct each complete manufactured metering and disconnect pedestal at the locations as shown on the plan sheets in Appendix A. Refer to Appendix A for manufacturer's details, specifications and ordering numbers. The contractor shall construct this item as recommended by the manufacturer. This item shall be the

contractor's final electrical responsibility prior to energizing the electrical circuits of the proposed street light project. Duke Energy will be responsible for the connection from the metering pedestal to the power source.

80.20.13 – ITEMS 13A and 13B, 1" PVC SCHEDULE 80 ELECTRICAL CONDUIT: This item shall consist of all labor, materials and equipment to install 1" Schedule 80 PVC electrical conduit underground to complete the proposed underground electrical circuits for the construction of the proposed street lighting project as shown on Plan Sheets in Appendix A. The City of Kokomo has included this item to be bid on as a bid price per lineal foot by the contractor, and this item shall be paid for by the City of Kokomo per as-built quantity per lineal foot installed. The estimated quantity shown on the Bid Sheet shall therefore be more or less than the quantity shown and shall be paid for according to the actual quantity installed. Item 12A includes areas where the conduit is anticipated to be buried in areas where trenching is possible once sidewalks curbs and pavement are removed. Item 12B includes areas where conduit is anticipated to be bored in undisturbed areas (i.e. street crossings) as shown on the plans.

80.20.14 – ITEM 14, UNDERGROUND ELECTRICAL WIRE : This item shall include all labor, materials and equipment required to install 3 color-coded electrical THHN No. 10 copper wire in 1" Schedule 80 Underground Electrical Conduit (Item No. 14) for the purpose of providing an electrical circuit of 120 volts to the proposed street lamps. All wire and electrical components shall meet or exceed all applicable ASTM specifications. This item shall be paid for by the bid price per lineal foot of this item at the as-built quantity. This item includes running the wire from the pole to the meter panels, leaving 10 feet looped at the meter and 40 feet looped at the pole for Duke Energy to make the connection.

80.20.15 - ITEM 15 - HOT MIX ASPHALT (HMA) SURFACE MIXTURES:

This item shall include all labor, material and equipment required to repave those areas affected by the street construction and as specifically shown on the plans. This item shall be laid over the concrete widening and all milled surfaces. Milling shall be completed by the City of Kokomo Street Department and scheduling for milling to be completed shall be coordinated by the City Engineering Department. Pavement specifications shall meet the criteria listed below:

The Indiana Department of Transportation (INDOT) Standard Specifications, Section 402, shall apply with the exceptions as noted herein. The current version of the INDOT Specifications, Recurring Special Provisions, and Supplemental Specifications are applicable.

Description: This work shall consist of one or more courses of HMA base, intermediate, surface mixtures or other miscellaneous HMA application, produced from an INDOT certified HMA plant in accordance with Indiana Test Method (ITM) 583. The certified plant shall be located no more than 30 miles from City Hall, 100 S. Unions Street, Kokomo, IN. A copy of the INDOT plant certification shall be provided with the bid.

Design Mix Formula and Mixture Type: The design mix formula, prepared in accordance with 402.5, shall be based on the following table:

Mixture Type	Type A	Type B*	Type C*	Type D
<i>Design ESAL</i>	200,000	2,000,000	9,000,000	11,000,000
<i>AADT</i>	<4000	4000-15,000	15,000-30,000	>30,000
<i>Surface</i>	9.5, 12.5 mm	9.5, 12.5 m	9.5, 12.5 m	9.5, 12.5 m
<i>Surface – PG Binder</i>	64-22	64-22	70-22	76-22
<i>Intermediate</i>	9.5, 12.5, 19.0 mm	9.5, 12.5, 19.0 mm	9.5, 12.5, 19.0 mm	9.5, 12.5, 19.0 mm
<i>Intermediate – PG Binder</i>	64-22	64-22	64-22	76-22
<i>Base</i>	25.0 mm	25.0 mm	25.0 mm	25.0 mm
<i>Base – PG Binder</i>	64-22	64-22	64-22	64-22

*Type C Mixtures may be substituted for Type B Mixtures, and Type B mixtures may be substituted for Type A Mixtures.

Recycled Asphalt Pavement: (RAP): Recycled materials, up to 25%, may be used as a substitute for a portion of the new material required to produce HMA mixtures.

When using greater than 15% RAP the PG Binders listed in the above table shall be changed as follows:

PG 64-22 to PG 58-28

PG 70-22 to PG 64-28

PG 76-22 to PG 70-28

Surface Aggregate Type: For type C mixtures, surface aggregates shall meet the requirements for less than 3,000,000 ESAL in Section 904.03(d).

For Type D mixtures, surface aggregates shall meet the requirements for less than 10,000,000 ESAL in 904.03(d).

Acceptance of Mixtures: Acceptance shall be based on 402.09. The HMA Certification shall include the PG Binder Grade sent to the project.

80.20.16 - ITEMS 16A THRU 16E, HOT APPLIED THERMOPLASTIC PAVEMENT MARKINGS: These items shall consist of the furnishing of all labor, material and equipment required to apply the pavement markings designated for each item at the locations shown on the plans or as directed by the City Traffic Systems Manager in accordance with applicable sections of the current edition of the Indiana Department of Transportation Standard Specifications and the current Indiana Manual on Uniform Traffic Control Devices.

80.20.17 – ITEMS 17A thru 17E, LANDSCAPE PLANTINGS : This item shall include all labor, materials and equipment required to purchase and plant the landscape plans as shown on the landscape plan. Work for this item shall be completed in accordance with applicable provisions of Section 622 PLANTING TREES, SHRUBS, AND VINES of the current editions (and supplemental specifications) of the Indiana Department of Transportation Standard Specifications and in accordance with the plans and details. These items shall all be paid based on the actual number of trees/shrubs planted as measured/counted by the Engineer.

80.20.18 – ITEM 18, SOD PLANTING: This item shall include all labor, materials and equipment required to sod all areas disturbed or damaged in the construction of this project and all areas noted on the plans to be sod. The sod shall be done in accordance with applicable provisions of Section 621 – SEEDING AND SODDING of the current edition (and

Supplemental Specifications) of the Indiana Department of Transportation Standard Specifications. The sod shall be placed within 48 hours of cutting and shall be laid in such a way to stagger seams and shall be laid tightly to avoid gaps. No overlap of edges shall be permitted.

80.20.19 - ITEM 19. MOBILIZATION AND TRAFFIC MAINTENANCE: This item shall consist of all activities, manpower, equipment, and materials required for the start-up and mobilization for the project. Mobilization shall include all transportation and logistical costs associated with commencing and concluding construction activities, including providing equipment, materials, and manpower, required for the project.

This item shall also include the providing, erecting and maintaining of all barricades, warning signs and other traffic control devices required during the construction of this project, along with providing all traffic control flagmen when needed as indicated by the Maintenance of Traffic Guideline in Appendix pages 1 and 2. All barricades, warning signs, lights, signals, markings and other protective devices shall conform with Section "D" of the Indiana Manual on Uniform Traffic Control Devices (current edition). Unless otherwise directed or permitted by the Engineering Department, the Contractor shall arrange and prosecute the work specified herein in accordance with all applicable provisions of Section 104.04, 107, and 801 of the Indiana Department of Transportation Standard Specifications.

The Contractor shall provide an adequate means of access to all property adjacent to the construction area at all times. The contractor shall also give proper notification to the public as well as proper notification to the Engineering Department of the City of Kokomo.

The Contractor shall contact the City Traffic Department to have all traffic signs removed by the Traffic Department prior to any pavement, asphalt lots, walks, etc. removal areas in which an existing sign shall be involved. The Contractor shall also provide and install 4" and 6" ø PVC sleeves within the new sidewalk as directed by the City Traffic Department for the replacement of the previously removed traffic signs. Contact Mr. Jon Pyke at (765) 456-7402, City Hall.

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Dated at _____, Indiana, this _____ day of _____, 2017.

TO THE CITY OF KOKOMO:

_____, being duly sworn, says he is _____ of _____, with whom a contract was entered into for NORTH APPERSON LANE MODIFICATIONS, PROJECT NO. E1702-1E, this persons says that the construction of said project has been completed in accordance with and as required by this contract, and that all outstanding bills for labor, materials, supplies, and damages of any character by reason of the construction of said contract have been paid in full to the best of his knowledge and belief, and if such bills are not paid he will cause them to be paid upon presentation.

CONTRACTOR'S NAME: _____

BY: _____

Sworn to before me and subscribed in my presence this _____ day of _____, 2017.

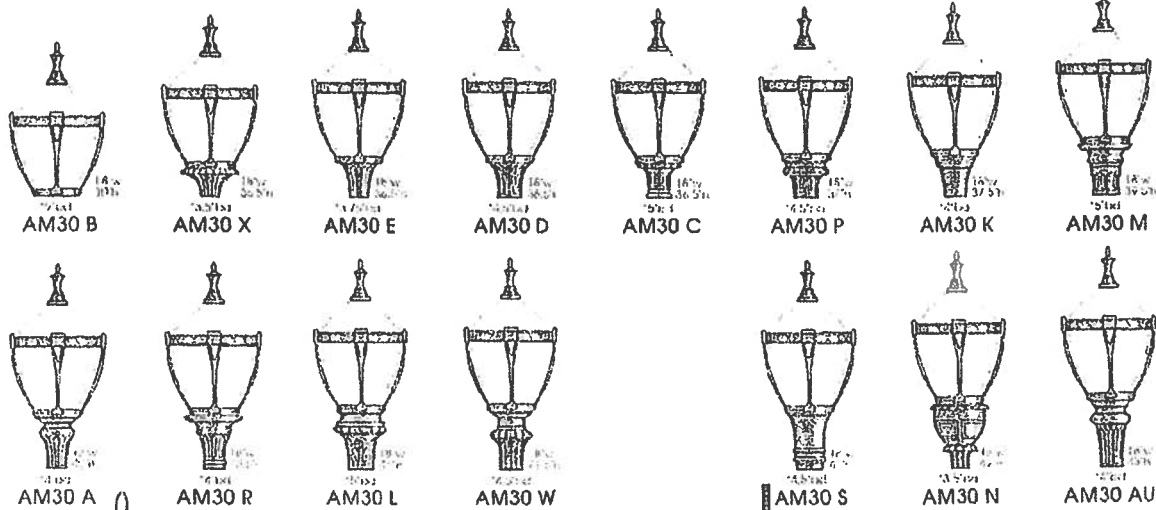
NOTARY PUBLIC -
A Resident of _____ County

(To be executed after project is completed and submitted with final pay estimates).

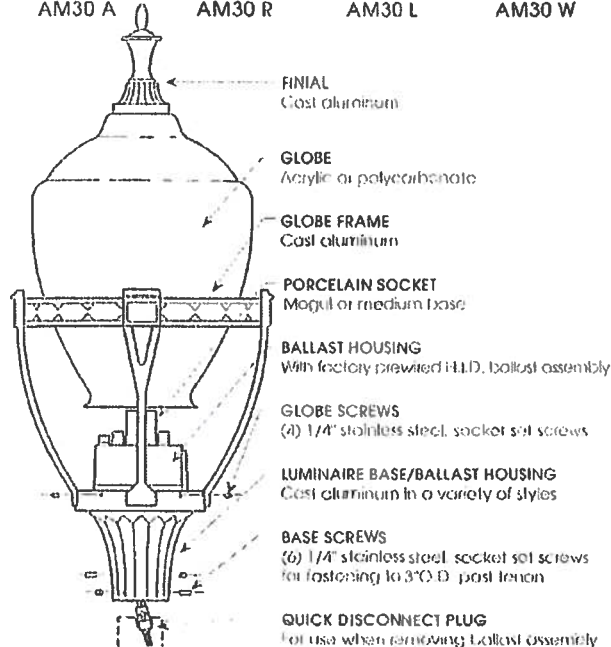
AM30 Luminaire

AM30 WITH LUMINAIRE BASE CHOICE

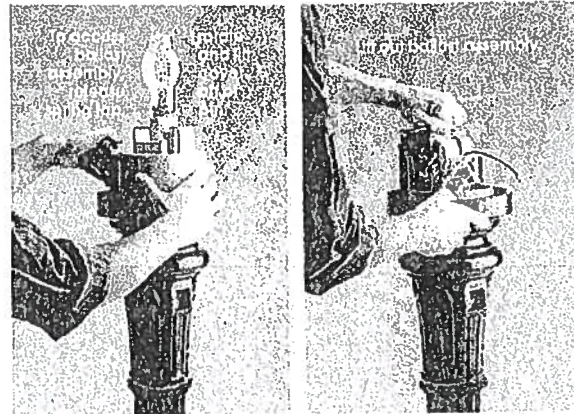
* All dimensions are the diameter of the base



Twist & Lock photoelectric cell options available with luminaire bases S, N and AU only



TOOL-LESS BALLAST HOUSING



LUMINAIRE BASE WITH BALLAST HOUSING AND SOCKET

REMOVING BALLAST ASSEMBLY

Note: Lamp is not furnished with the luminaire. Globe frame not shown in photos for clarity.

ORDERING GUIDE

Sample Catalog No. AM30 E 150M MED ACT GR5 T81 PEB1 ANBK

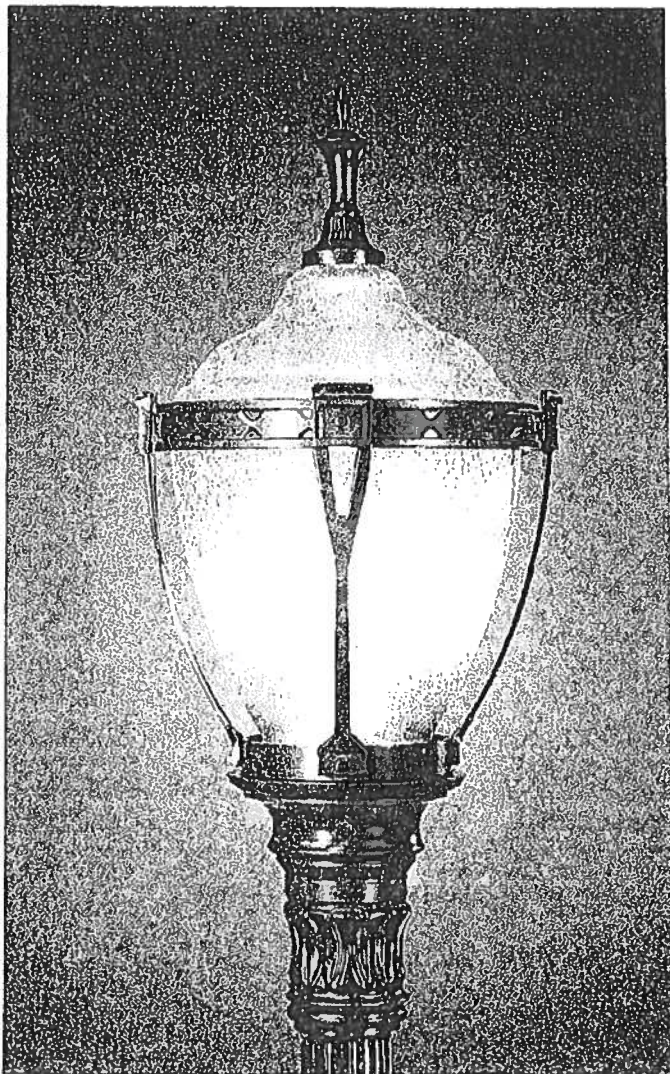
Series	Wattage/Lamp	Lens Material	Distribution	Voltage ¹	Options	Finish ²
AM30 B ⁴	Metal Halide	ACT Acrylic	(0.00) Type V	T81 120 volt	HS House Side Shield	ANBK Black
AM30 X	50M MED	Clear Textured	GR5 Glass refractor Type V	T82 208 volt	PEB1 Photoelectric call button 20v	ANDB Dark Bronze
AM30 E	70M MED	PCT Polycarbonate	GR3 Glass refractor Type III	T83 240 volt	PEB2 Photoelectric call button 208, 240, 277v	ANDG Dark Green
AM30 D	100M MED	Clear Textured	LBR5 Low Bright, Reli. Type V	T84 277 volt	PER ³ Twist-Lock Photocontrol Receptacle	ANPP Prime Porcelain
AM30 C	150M MED	PWT Polycarbonate		347 347 volt	PE1 ³ NEVA Twist & Lock PE 120, 208, 240v	CM Custom Maroon
AM30 P	250M MOG ⁴	White Textured		480 ⁵ 480 volt	PE3 ³ NEMA Twist & Lock PE 347v	CS Custom Select
AM30 K					PE4 ³ NEMA Twist & Lock PE 480v	RAL colors
AM30 M					PE7 ³ NEMA Twist & Lock PE 277v	
AM30 A	High Pressure Sodium				SF Single Fuse	
AM30 R	50S MED				DF Double Fuse	
AM30 L	70S MED					
AM30 W	100S MED					
AM30 S	150S MED					
AM30 N ³	250S MOG ⁴					
AM30 AU ³	Compact Fluorescent 42TRT					

NOTES:
1. Multi-tap Ballast (120, 208, 240, 277v) (120, 277, 347v in Canada)
For wattages under 70S or 70M contact ASL for voltages availability.
2. For finish and color options, see finish section in catalog or contact ASL.
3. Twist & Lock Photo Control only available with R, S, and AU bases.
4. 250M & 250S not available with luminaire bases X, E, K, D, P and C.
5. Consult factory for wattages for B Series luminaire base.

ANTIQUE Street Lamps

AM30 X 150M MOG PTC GR3 TB1
PEB1 ANBK

AM30 Luminaire



AM30 M

SPECIFICATIONS

CONSTRUCTION

The luminaire has an acorn globe in clear textured acrylic or optional clear or white textured polycarbonate and a cast aluminum base/ballast housing with integral decorative arms and band. Fintal is cast aluminum. Luminaire is available with a large variety of base styles from which to select. All hardware is stainless steel.

INSTALLATION

The luminaire mounts on a 3" O.D. x 3" tall tenon with six, 1/4-20 socket set screws. Luminaire with the B series luminaire base mounts on a 8.25" O.D. ring. The globe is removed from the luminaire base by loosening 4 stainless steel set screws, providing complete access to the lamp and ballast assembly. Ballast assembly has tool-less access and is furnished with a quick disconnect. To access ballast assembly, release spring tab, rotate and lift cover off of pin, then lift out ballast tray.

OPTICS

Luminaire is furnished with an H.I.D. ballast and socket assembly or a 42 watt compact fluorescent socket and ballast. The luminaire is UL listed and labeled as suitable for wet locations. Sockets are glazed porcelain, medium or mogul base, with a copper alloy nickel-plated screw shell and center contact. Ballasts are core and coil, high power factor, regulating type.

FINISH

The luminaire has a powder coat finish utilizing a premium TGIC polyester powder. The finish is a three-stage process which consists of drying, powder application and curing. Before coating, the parts are treated with a five-stage pretreatment process, consisting of a heated alkaline cleaner, rinse, phosphate coating, rinse and sealant.

ANTIQUE Street Lamps

Antique AcullyBrands Company

2011-B W. Rundberg Lane • Austin, TX 78758
ph. (800)410-8899 • fax (512)977-9622
www.anticquestreetlamps.com
Acully Lighting Group, Inc.