



Request for Quotes

E Windsor Ave. & Cassopolis St. Pedestrian Access and Lighting Design and Engineering

January 31, 2025

City of Elkhart, Indiana, Department of Redevelopment

The City of Elkhart invites quotes for the design and engineering of pedestrian, lighting, and stormwater improvements along E Windsor Ave. and Cassopolis St. (SR 19) on the city's north side. This highly traveled area provides access to the Indiana Toll Road and serves local residents, regional commuters, and cross-country travelers who utilize the wide selection of lodging, retail businesses, restaurants, and professional services located around the Cassopolis St. corridor. As new construction continues in the area, increases to both vehicular and pedestrian traffic are expected. By providing new sidewalks, sidewalk connections, lighting, and adequate stormwater retention, the City continues its commitment to investments which promote safety and connectivity while enhancing features that add value and are visually appealing.

INTRODUCTION

E Windsor Ave. is a local city street with two lanes of two-way traffic separated by a center median with gaps at city owned streets, private roads, and private drives. The area is zoned PUD with restaurants, professional offices, professional services, and retail businesses. Construction of a hotel at the corner of E Windsor Ave. and Johnson St. is expected to be completed in early 2025. E Windsor Ave. is a curbed street with stormwater being directed to inlets with outfall directed to retention areas within and outside of the right-of-way.

Cassopolis St., also known as State Road 19, is a five lane principal arterial which sees greater than 18,000 daily vehicles (AADT). Hotels, restaurants, shopping, and a visitor center welcome local residents, regional commuters, and cross-county travelers using the Indiana Toll Road, Exit 92. Cassopolis St. is an overpass of the toll road which has had several major improvements installed in 2024-2025 and is lined on the west with aging decorative street lighting from Belvedere Rd. to Northpointe Blvd.

OBJECTIVE

The E Windsor Ave. pedestrian access plan establishes a sidewalk from the current Cassopolis St. sidewalk to Johnson St., along the north side of the street. The project should include curb cuts at all drive approaches and intersecting streets, a mid-block crossing connection to an existing bus stop with adequate lighting and signage, the use of existing curbs, gutters, stormwater inlets, and existing retention areas, and a landscape buffer (tree lawn) where practical. Plans should avoid major above and below ground utility service points, privately owned landscaping, and monument signs. A section of the south side of E Windsor Ave., from the current Cassopolis St. sidewalk to the bus stop, having the same criteria as above, is also desired.

The lighting improvement component along Cassopolis St. should anticipate the reuse of existing light pole foundations and electrical circuitry to the greatest extent possible. Specifications for light poles and luminaires should plan to utilize the light poles and luminaires installed at the newly constructed overlooks as the basis of design and bid. Pole height and other details are the responsibility of the engineer.

To achieve the outlined objectives, the quotation should include pricing for permits, site survey, geotechnical analysis, maintenance of traffic, stormwater management, and any other services required for the development of construction-ready bid documents.

ADDITIONAL CONSIDERATIONS

Consultant should anticipate using the current City of Elkhart Standard Specifications and the current INDOT Standard Specifications. Consultant should anticipate using the current City of Elkhart Professional Services Agreement, included in this document.

The conceptual plans included in this RFQ are intended to provide the city's general vision for this project and does not take into account all potential construction limitations. Designs which deviate from the concept are expected.

QUOTE/SUBMITTAL

Quotes will be accepted during the hours of 8:00 a.m. to 4:30 p.m. (ET) Monday-Friday and up until 4:00 p.m. (ET) on Tuesday, March 11, 2025 (the Deadline). All proposals received by the Permit Center prior to the Deadline will be reviewed at the meeting of the Redevelopment Commission (Commission) scheduled to start at 4:00 p.m. (ET) on Tuesday, March 11, 2025. Any quotes received after the Deadline will be returned to the submitter unopened. After review of the quotes, the Commission will take action based on staff recommendation.

Documents may obtained by going to the following web address and downloading the documents for free: elkhartindiana.org/bid-opportunities

The Commission will award a contract to the lowest responsive and responsible quote. The Commission reserves the right to waive informalities or irregularities, and to reject any and all quotes or portions thereof.

Submit proposals to:
City of Elkhart, Indiana, Department of Redevelopment
Attention: Sherry Weber
201 South 2nd Street
Elkhart, IN 46516

EXHIBITS

Exhibit A: Conceptual plan

Exhibit B: Lighting Cutsheet

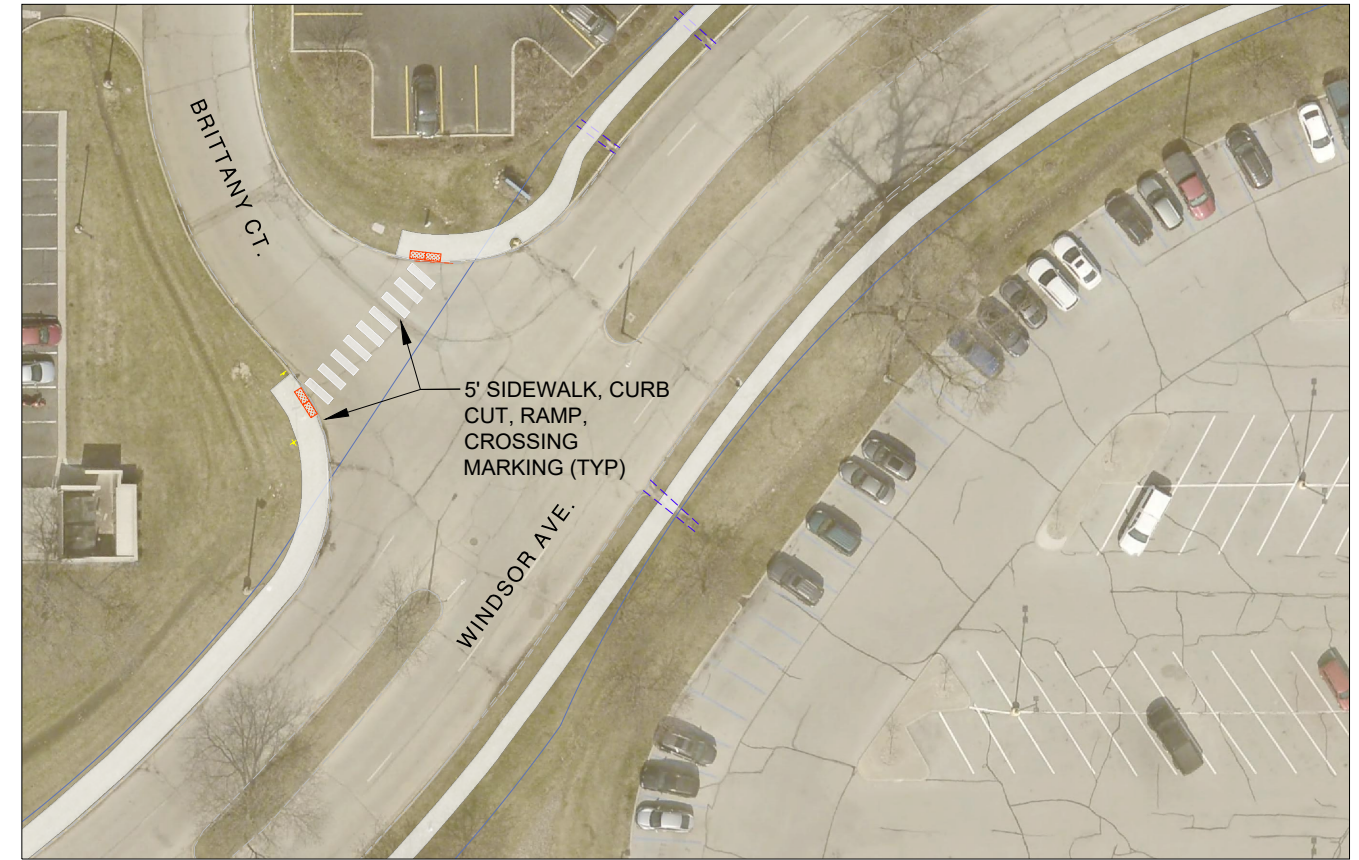
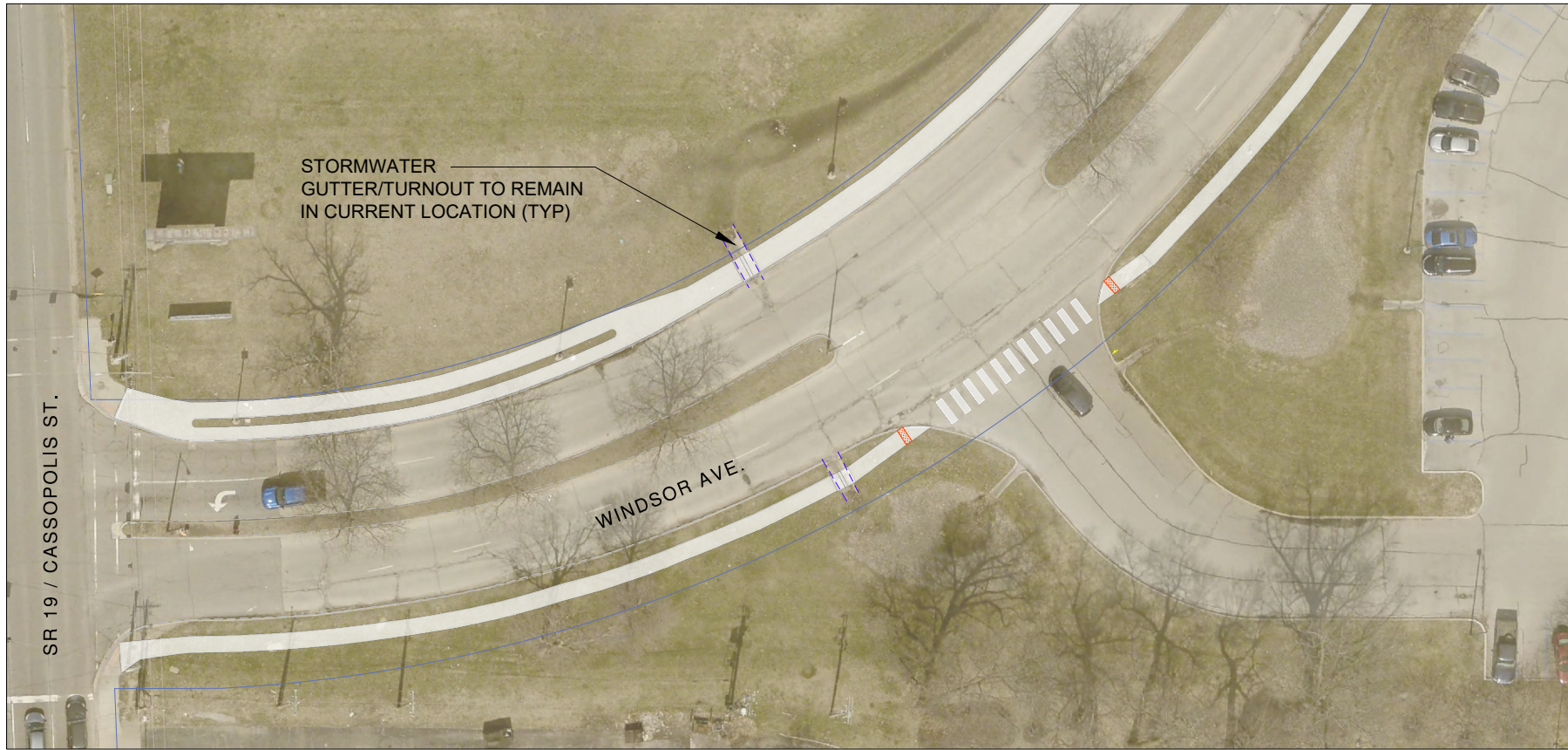


EXHIBIT A: CONCEPTUAL PLAN



EXHIBIT A: CONCEPTUAL PLAN

EXHIBIT B: LIGHTING CUT SHEET

Submitted by ESL-Spectrum - South Bend		Catalog Number: SLD-36L-80-4K-T5W-UNV-2PF-FTS-BLT	Type: 71
Job Name: City of Elkhart - Linear Park		Notes:	SB23-110406



SLIDE Series

ARCHITECTURAL AREA LUMINAIRE

DATE: _____ LOCATION: _____
 TYPE: _____ PROJECT: _____
 CATALOG #: _____

FEATURES

- Versatile, transitional designed lighting fixture, created to yield the ultimate in flexibility in LED Post Top Lighting
- Classic geometric form of a cylinder offers 3 different top shades, 3 LED wattages, and 5 different full cutoff lighting distributions
- Integral LifeShield thermal regulator insures maximum life and energy efficiency
- Available with a no glare LED indirect system, for use in low mounting height pedestrian walkway lighting applications



*3000K and warmer CCTs only

CONTROL TECHNOLOGY



SPECIFICATIONS

CONSTRUCTION

- One piece optical cartridge system consisting of an LED engine, LED lamps, optics, gasket and stainless steel bezel
- Cartridge is held together with internal brass standoffs soldered to the board so that it can be field replaced as a one piece optical system
- Two-piece silicone and micro-cellular polyurethane foam gasket ensures a weather-proof seal around each individual LED
- Beacote V polyester powder-coat electrostatically applied and thermocured
- Beacote V finish consists of a five stage pretreatment regimen with a polymer primer sealer and top coated with a thermoset super TGIC polyester powder coat finish
- The finish meets the AAMA 605.2 performance specification which includes passing a 3000 hour salt spray test for corrosion resistance and resists cracking or loss of adhesion per ASTM D522 and resists surface impacts of up to 160 inch-pounds

OPTICS

- 100V through 277V, 347V or 480V input, 50 Hz to 60 Hz (UNV)
- Power factor is .92 at full load
- All electrical components are rated at 50,000 hours at full load and 25°C ambient conditions per MIL- 217F Notice 2

OPTICS (CONTINUED)

- Dimming drivers are standard with connections for external dimming equipment available upon request
- Component-to-component wiring within the luminaire may carry no more than 80% of rated load and is listed by UL for use at 600VAC at 50°C or higher
- Plug disconnects are listed by UL for use at 600 VAC, 13A or higher. 13A rating applies to primary (AC) side only

ELECTRICAL

- The electrical chamber/fitter shall be an aluminum, decorative fitter designed to accommodate the driver assembly and shall mount to 3" OD x 4" H tenon and be secured by three stainless steel set screws
- The housing is designed for an optional twist lock photo control receptacle
- Ambient operating temperature -40°C to 40°C
- Surge protection -20KA
- Thermal circuit is designed to "fail on", allowing the luminaire to revert to full power in the event of an interruption of its power supply, or faulty wiring connection to the drivers. The device is able to co-exist with other 0-10V control devices (occupancy sensors, external dimmers, etc.)

CERTIFICATIONS

- Listed to UL1598 and CSA22.2 #250.0-24 for wet locations and 40°C ambient temperatures
- IDA approved
- EPA 1.2

WARRANTY

- 5 year warranty

KEY DATA	
Lumen Range	2,451-10,933
Wattage Range	27-110
Efficacy Range (LPW)	82-97
Weight lbs. (kg)	31 (14.1)



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Rev 09/19/22

slide_spec_Stike Optic_redesign_R01

EXHIBIT B: LIGHTING CUT SHEET

Submitted by ESL-Spectrum - South Bend



Job Name:
City of Elkhart - Linear Park

Catalog Number:
SLD-36L-80-4K-T5W-UNV-2PF-FTS-BLT

Notes:

Type:

71

SB23-110406



SLIDE Series

ARCHITECTURAL AREA LUMINAIRE

DATE: _____ LOCATION: _____

TYPE: _____ PROJECT: _____

CATALOG #: _____

ORDERING GUIDE

Example: SLD-36L-80-5K7-4-UNV-CTS-BLT

CATALOG #

SLD	Engine Watts	LED Color	Optics	UNV	Electrical Options	Control Options
Series				Voltage		
SLD SLIDE	24L-27 27W, LED array	3K 3000K, 70 CRI	T2 Type II	UNV 120-277V	PEC Photocell. button	GENI-XX Energeni ¹
	24L-55 55W, LED array	4K 4000K, 70 CRI	T3 Type III		2PF Dual power feed	
	36L-80 80W, LED array	5K 5000K, 70 CRI	T4 Type IV			
	48L-110 110W, LED array		T5R Type V, rectangular			
			T5QM Type V, square medium			
			T5W Type V, round wide			

Shade Options	Color
CTS Curved Shade	BLT Black Matte Textured
STS Sloped shade	BLS Black Gloss Smooth
FTS Flat shade	DBT Dark Bronze Matte Textured
	DBS Dark Bronze Gloss Smooth
	GTT Graphite Matte Textured
	LGS Light Grey Gloss Smooth
	PSS Platinum Silver Smooth
	WHT White Matte Textured
	WHS White Gloss Smooth
	VGT Verde Green Textured
	Color Option
	CC Custom color

Notes:

¹ When ordering Energeni, specify the routine setting code (Example GENI-04). See Energeni brochure and instructions for setting table and options

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SLIDE Series

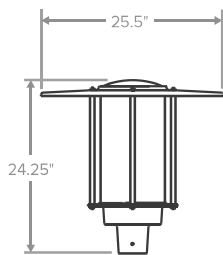
ARCHITECTURAL AREA LUMINAIRE

PERFORMANCE DATA

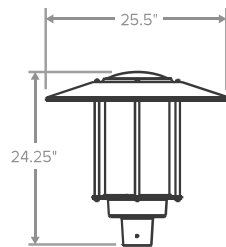
# Of LEDs	Nominal Wattage	System Watts	Dist. Type	5K (5000K NOMINAL 70 CRI)					4K (4000K NOMINAL 70 CRI)					3K (3000K NOMINAL 80 CRI)				
				Lumens	LPW*	B	U	G	Lumens	LPW*	B	U	G	Lumens	LPW*	B	U	G
24	350mA	27W	2	2715	98	1	0	1	2798	101	1	0	1	2475	93	1	0	1
			3	2713	98	1	0	1	2797	101	1	0	1	2573	93	1	0	1
			4	2748	99	0	0	1	2833	102	0	0	1	2606	94	0	0	1
			4W	2584	93	1	0	1	2664	96	1	0	1	2451	88	1	0	1
			5QM	2861	103	2	0	0	2950	106	2	0	0	2714	98	2	0	0
			5R	2833	102	2	0	2	2920	105	2	0	2	2687	97	2	0	2
			5W	2823	102	2	0	1	2911	105	2	0	1	2678	97	2	0	1
24	700mA	55W	2	5031	91	1	0	1	5187	94	1	0	1	4772	87	1	0	1
			3	5028	91	1	0	2	5184	94	1	0	2	4769	87	1	0	2
			4	5093	93	1	0	2	5250	95	1	0	2	4831	88	1	0	2
			4W	4788	87	1	0	2	4936	90	1	0	2	4542	83	1	0	2
			5QM	5302	96	2	0	1	5466	99	3	0	1	5029	91	2	0	1
			5R	5250	95	3	0	3	5413	98	3	0	3	4980	91	3	0	3
			5W	5232	95	3	0	1	5394	98	3	0	1	4963	90	3	0	1
36	700mA	80W	2	7547	91	1	0	2	7780	94	1	0	2	7158	86	1	0	2
			3	7543	91	1	0	2	7776	94	1	0	2	7154	86	1	0	2
			4	7640	92	1	0	2	7876	95	1	0	2	7246	87	1	0	2
			4W	7183	87	1	0	2	7405	89	1	0	2	6812	82	1	0	2
			5QM	7954	96	3	0	1	8200	99	3	0	1	7544	91	3	0	1
			5R	7876	95	3	0	3	8119	98	3	0	3	7470	90	3	0	3
			5W	7849	95	3	0	2	8092	97	3	0	2	7444	90	3	0	2
48	700mA	110W	2	10062	91	2	0	2	10373	94	2	0	2	9543	86	2	0	2
			3	10057	91	1	0	2	10368	94	1	0	2	9539	86	1	0	2
			4	10186	92	1	0	2	10501	95	1	0	3	9661	87	1	0	2
			4W	9577	86	1	0	2	9873	89	2	0	2	9083	82	1	0	2
			5QM	10605	96	3	0	2	10933	99	3	0	2	10058	91	3	0	2
			5R	10501	95	3	0	3	10826	98	3	0	3	9960	90	3	0	3
			5W	10465	94	4	0	2	10789	97	4	0	2	9926	90	4	0	2

¹ Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown. Actual performance may differ as a result of end-user environment and application

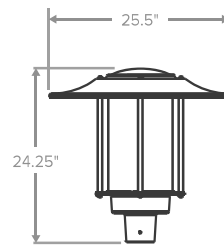
DIMENSIONS



Flat Top/Flat Shade



Flat Top/Sloped Shade



Flat Top/Curved Shape



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EXHIBIT B: LIGHTING CUT SHEET

Submitted by ESL-Spectrum - South Bend



Job Name:
City of Elkhart - Linear Park

Catalog Number:
RTAB16-50A-OT-BLT

Type:

71

Notes:

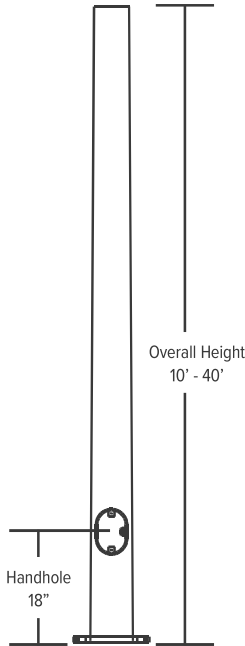
SB23-110406



RTA-B Series Poles

ROUND TAPERED ALUMINUM

DATE: _____ LOCATION: _____
 TYPE: _____ PROJECT: _____
 CATALOG #: _____



APPLICATIONS

- Lighting installations for side and top mounting of luminaires with effective projected area (EPA) not exceeding maximum allowable loading of the specified pole in its installed geographic location

CONSTRUCTION

- SHAFT: One-piece tapered aluminum with round cross section, made of 6061-T6 shaft and 356-T6 cast aluminum base

GROUP 1

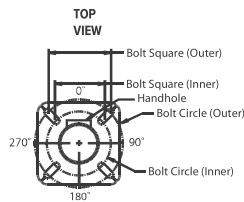
- ANCHOR BOLTS: Supplied with (3) galvanized anchor bolts with minimum yield of 55,000 psi (ASTM F1554). Galvanized hardware with two washers and two nuts per bolt for leveling. Top nut is acorn nut.
- POLE CAP: 3" pole top standard; Supplied with removable cover when applicable; Tenon configurations also available
- HANDHOLE: 2" X 4" handhole opening with cover grounding provision provided opposite handhole opening. The handhole is located 18" from the base of the pole.

GROUP 2

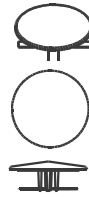
- ANCHOR BOLTS: Supplied with (4) galvanized anchor bolts with minimum yield of 55,000 psi (ASTM F1554). Galvanized hardware with two washers and two nuts per bolt for leveling
- BOLT COVER: Four individual bolt covers provided
- POLE CAP: Pole shaft supplied with removable cover when applicable; Tenon and post-top configurations also available
- HANDHOLE: 4" X 6" handhole opening with cover and grounding provision handhole 3" x 5" for 20' pole. The handhole is located 18" from the base of the pole.

FINISH

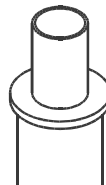
- Durable thermoset polyester powder coat paint finish with nominal 3.0 mil thickness
- Decorative finish coat available in six standard colors; Custom colors available, RAL number preferred



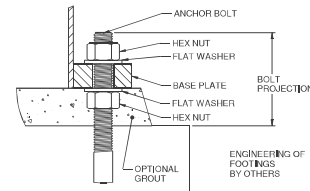
POLE CAP



TENON



BASE DETAIL



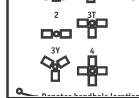
ORDERING INFORMATION

Reference page 2 for available configurations

ORDERING EXAMPLE:

SERIES	HEIGHT	SHAFT	THICKNESS	MOUNTING	FINISH	OPTIONS
RTA-B	20 - 60	B	2	B3	DBT	VM2
RTA-B Round Tapered Aluminum Pole Beacon	Reference page 2 Ordering matrix	Bottom O.D. Reference page 2 Ordering matrix	Reference page 2 Ordering matrix	1 Single arm mount 2 Two fixtures at 180° 2L Two fixtures at 90° 3T Three fixtures at 90° 3Y Three fixtures at 120° 4 Four fixtures at 90° TA Tenon (2.375" OD) TB Tenon (2.875" OD) TC Tenon (3.5" OD) OT Open Top (includes pole cap)	BLT Black Matte Textured BLS Black Gloss Smooth DBT Dark Bronze Matte Textured DBS Dark Bronze Gloss Smooth GTT Graphite Matte Textured LGS Light Grey Gloss Smooth PSS Platinum Silver Smooth WHT White Matte Textured WHS White Gloss Smooth VGT Verde Green Textured Color Option CC Custom Color	GFI ¹ 20 Amp GFCI Receptacle and Cover EHH ¹ Extra Handhole C05 ¹ .5" Coupling C07 ¹ .75" Coupling C20 ¹ 2" Coupling VM2 2nd mode vibration damper LAB Less Anchor Bolts

MOUNTING ORIENTATION



¹ Specify option location using logic found on page 2 (Option Orientation)

ACCESSORIES- Order Separately

Catalog Number	Description
VM2SXX	2nd mode vibration damper

DRILL PATTERN

- B1 Cruiser, "AM" arm
- B3 2 bolt (2-1/2" spacing), Viper "A" arm
- S2 2 bolt (3-1/2" spacing), Viper "AD" arm



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RTA_B_Poles_spec_sheet_R01

EXHIBIT B: LIGHTING CUT SHEET

Submitted by ESL-Spectrum - South Bend



Job Name:
City of Elkhart - Linear Park

Catalog Number:
RTAB16-50A-OT-BLT

Notes:

Type:

71

SB23-110406



RTA-B Series Poles

ROUND TAPERED ALUMINUM

DATE: _____ LOCATION: _____

TYPE: _____ PROJECT: _____

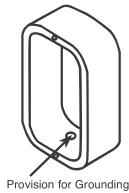
CATALOG #: _____

ORDERING INFORMATION Cont.

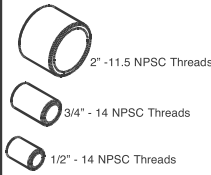
Catalog Number	Height		Nominal Shaft Dimensions	Wall Thickness	Bolt Circle	Bolt Circle Range	Base Plate Size	Base Plate Shape	Anchor bolt size	Bolt Projection	Pole weight
	Feet	Meters									
Group 1											
RTA-B-10-40-A	10	3.0	4" x 3"	.125"	7"	-	7.25	Triangular	3/4x17x3"	3.25"	24
RTA-B-12-40-A	12	3.7	4" x 3"	.125"	7"	-	7.25	Triangular	3/4x17x3"	3.25"	27
RTA-B-14-40-A	14	4.3	4" x 3"	.125"	7"	-	7.25	Triangular	3/4x17x3"	3.25"	32
RTA-B-16-50-A	16	4.9	5" x 3"	.125"	8"	-	8.31	Triangular	3/4x17x3"	3.25"	35
RTA-B-18-50-A	18	5.5	5" x 3"	.125"	8"	-	8.31	Triangular	3/4x17x3"	3.25"	42
RTA-B-20-50-A	20	6.1	5" x 3"	.125"	8"	-	8.31	Triangular	3/4x17x3"	3.25"	47
Group 2											
RTA-B-20-60-B	20	6.1	6" x 4"	.188"	9.5"	9 - 10"	9.75	Square	1" x 36" x 4"	4.25"	90
RTA-B-25-70-B	25	7.6	7" x 4"	.188"	11"	10 - 11"	10.5	Square	1" x 36" x 4"	4.25"	120
RTA-B-30-80-B	30	9.1	8" x 4.5"	.188"	11"	11 - 12"	11.25	Square	1" x 36" x 4"	4.25"	150
RTA-B-35-80-C	35	10.7	8" x 4.5"	.250"	11"	11 - 12"	11.25	Square	1" x 36" x 4"	4.25"	205
RTA-B-40-80-C	40	12.2	8" x 4.5"	.250"	11"	11 - 12"	11.25	Square	1" x 36" x 4"	4.25"	260

NOTE: Factory supplied template must be used when setting anchor bolts. Current will deny any claim for incorrect anchorage placement resulting from failure to use factory supplied template and anchor bolts.

EHH - EXTRA HANDHOLE



C05 - C07 - C20 - COUPLING



VM2 - VIBRATION DAMPER 2ND MODE (GROUP 2 ONLY)



Factory installed, internal damper designed to alter pole resonance to reduce movement and material fatigue caused by 2nd mode vibration.

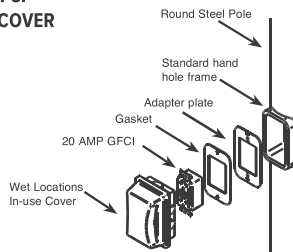
VM2SXX - VIBRATION DAMPER 2ND MODE (GROUP 2 ONLY)



VM2S08 - 8'
VM2S12 - 12'
VM2S16 - 16'
VM2S20 - 20'
VM2S24 - 24'

Field installed, internal damper designed to alter pole resonance to reduce movement and material fatigue caused by 2nd mode vibration.

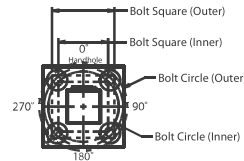
GFI - 20 AMP GFCI RECEPTACLE & COVER



* Group 2 & 3 poles
Receptacle ordered separately

OPTION ORIENTATION

Follow the logic below when ordering location specific options. For each option, include its orientation (in degrees) and its height (in feet). Example: Option C05 should be ordered as: **RTA-B-20-60-B-OT-DB-C05-0-15** (.5" coupling on the handhole/arm side of pole, 15 feet up from the pole base) 1' spacing required between option. Consult factory for other configurations.



For more information about pole vibration and vibration dampers, please consult our website. Due to our continued efforts to improve our products, product specifications are subject to change without notice.

EXHIBIT B: LIGHTING CUT SHEET

Submitted by ESL-Spectrum - South Bend

Catalog Number:
RTAB16-50A-OT-BLT

Type:



Job Name:
City of Elkhart - Linear Park

Notes:

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SB23-110406

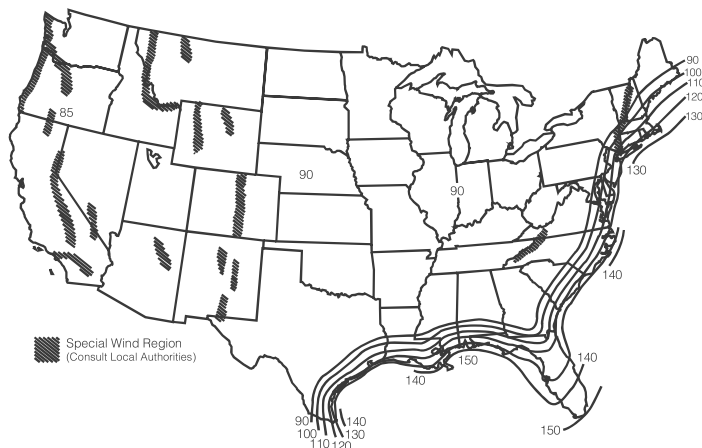


RTA-B Series Poles

ROUND TAPERED ALUMINUM

DATE: _____ LOCATION: _____
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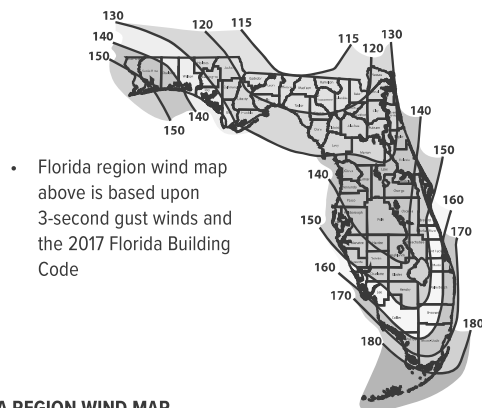
ASCE7-05 WIND MAP



*PRINTED WITH PERMISSION FROM ASCE

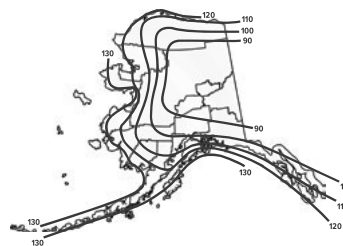
HAWAII – 105 mph
 PUERTO RICO – 145 mph

FLORIDA REGION WIND MAP



- Florida region wind map above is based upon 3-second gust winds and the 2017 Florida Building Code

ALASKA REGION WIND MAP



ASCE 7-05 wind map EPA Load Rating - 3 second gust wind speeds									
Catalog Number	Height	85	90	100	110	120	130	140	150
Group 1									
RTA-B-10-40-A	10	11.4	10.0	7.8	6.2	5.0	4.0	3.4	2.8
RTA-B-12-40-A	12	9.0	7.8	6.0	4.6	3.6	2.8	2.2	1.8
RTA-B-14-40-A	14	7.0	6.0	4.4	3.4	2.4	1.8	1.4	1.0
RTA-B-16-50-A	16	9.8	8.6	6.4	4.8	3.8	3.0	2.4	2.0
RTA-B-18-50-A	18	8.0	6.8	4.8	3.6	2.8	2.0	1.6	1.2
RTA-B-20-50-A	20	6.2	5.2	3.6	2.4	1.8	1.2	nr	nr
Group 2									
RTA-B-20-60-B	20	15.0	12.8	9.9	7.8	6.2	5.0	4.2	3.5
RTA-B-25-70-B	25	14.5	12.5	9.4	7.2	5.5	4.5	3.7	3.0
RTA-B-30-80-B	30	13.9	11.8	8.7	6.6	5.2	4.1	3.3	2.6
RTA-B-35-80-C	35	12.8	10.5	7.6	5.6	4.3	3.4	2.6	1.9
RTA-B-40-80-C	40	8.6	6.9	4.4	2.8	1.9	1.2	nr	nr

Florida Building Code 2017 EPA Load Rating - 3 second gust wind speeds								
Catalog Number	115	120	130	140	150	160	170	180
Group 1								
RTA-B-10-40-A	10.2	9.2	7.6	6.4	5.4	4.6	3.8	3.4
RTA-B-12-40-A	8.0	7.0	5.8	4.8	4.0	3.2	2.6	2.2
RTA-B-14-40-A	6.2	5.4	4.4	3.6	2.8	2.2	1.8	1.4
RTA-B-16-50-A	8.8	7.8	6.2	5.2	4.2	3.4	2.8	2.4
RTA-B-18-50-A	6.8	6.0	4.8	3.8	3.0	2.4	2.0	1.6
RTA-B-20-50-A	5.4	4.6	3.4	2.6	2.0	1.6	1.2	nr
Group 2								
RTA-B-20-60-B	10.2	9.0	8.8	7.3	6.0	4.9	4.0	3.3
RTA-B-25-70-B	11.7	10.5	8.4	6.8	5.4	4.4	3.5	2.7
RTA-B-30-80-B	11.2	9.9	7.8	6.1	4.7	3.5	2.6	1.8
RTA-B-35-80-C	10.6	9.3	7.1	5.4	4.0	2.9	1.9	1.1
RTA-B-40-80-C	7.5	6.4	4.5	3.1	1.9	1.0	nr	nr

NOTES

- Allowable EPA, to determine max pole loading weight, multiply allowable EPA by 30 lbs.
- The tables for allowable pole EPA are based on the ASCE 7-05 Wind Map or the Florida Region Wind Map for the 2017 Florida Building Code. The Wind Maps are intended only as a general guide and cannot be used in conjunction with other maps. Always consult local authorities to determine maximum wind velocities, gusting and unique wind conditions for each specific application
- Allowable pole EPA for jobsite wind conditions must be equal to or greater than the total EPA for fixtures, arms, and accessories to be assembled to the pole. Responsibility lies with the specifier for correct pole selection. Installation of poles without luminaires or attachment of any unauthorized accessories to poles is discouraged and shall void the manufacturer's warranty
- Wind speeds and listed EPAs are for ground mounted installations. Poles mounted on structures (such as bridges and buildings) must consider vibration and coefficient of height factors beyond this general guide; Consult local and federal standards
- Wind Induced Vibration brought on by steady, unidirectional winds and other unpredictable aerodynamic forces are not included in wind velocity ratings.
- Extreme Wind Events like, Hurricanes, Typhoons, Cyclones, or Tornadoes may expose poles to flying debris, wind shear or other detrimental effects not included in wind velocity ratings

Due to our continued efforts to improve our products, product specifications are subject to change without notice.



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RTA_B_Poles_spec_sheet_R01

EXHIBIT B: LIGHTING CUT SHEET

Submitted by ESL-Spectrum - South Bend



Job Name:
City of Elkhart - Linear Park

Catalog Number:
DOMU-5-BLT

Notes:

Type:

71

SB23-110406



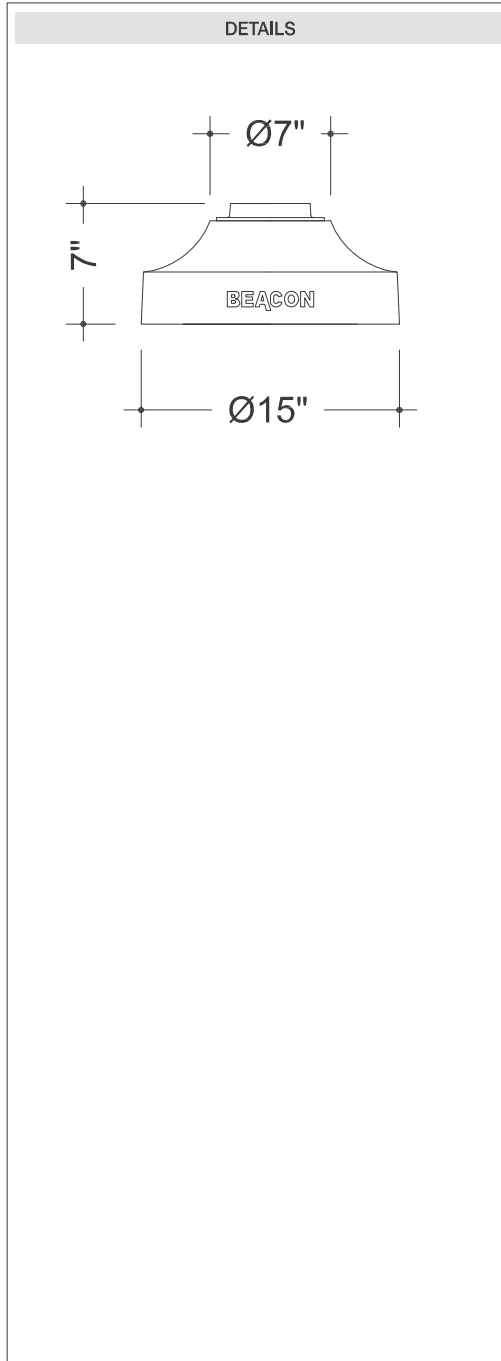
Domus
POLES & BASES

DATE: _____ LOCATION: _____

TYPE: _____ PROJECT: _____

CATALOG #: _____

Sample	DOMU	5	BBT
Ordering	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	A	B	C



A. MODEL

DOMU Domus

B. POST SHAFT DIAMETER

3	3"
4	4"
5	5"
6	6"

C. COLOR

BBT	basic black textured
BMT	black matte textured
WHT	white textured
MBT	metallic bronze textured
BZT	bronze textured
DBT	dark bronze textured
GYS	gray smooth
DPS	dark platinum smooth
GNT	green textured
MST	metallic silver textured
MTT	metallic titanium textured
OWI	old world iron
RAL	_____

Construction: All cast aluminum parts shall be low copper alloy A356. All extruded aluminum parts shall be alloy 6061-T6, 6063-T5 or equal. Standard fluted shaft profile shall be 16-flat flutes for 3"OD and 12-flat flutes for 4", 5", & 6"OD.

Base Covers: require specification of smooth or fluted shafts of the size required to meet wind load requirements

Vibration Dampeners: Vibration dampener pads shall be provided when required by customer or deemed necessary by Beacon Products, Please consult factory for bridge mounted applications.

EPA (effective projected area): EPA is defined as (projected surface area X drag factor) and measured in ft². Allowable post, luminaire arm, luminaire and accessory EPAs are derived from the most current published AASHTO (American Association of State Highway and Transportation Officials) standard, currently AASHTO 2001 (50yr design life). Customer assumes all responsibility for selecting the appropriate post for installation (consult factory for assistance). Luminaire arm, luminaire and accessory EPA must be equal to or less than allowable EPA of post, Consult a professional engineer for compliance with local codes and standards.

Anchor Bolt: Anchor bolts, sized as required, double hex nuts and flat washers shall be hot dipped galvanized steel. A bolt circle template shall be provided for installation.

Fasteners: All fasteners shall be Corrosion Resistant. When tamper resistant fasteners are required, spanner HD (snake eye) style shall be provided (special tool required, available at additional cost).

Finish: Finish shall be a Beacote V polyester powder coat electrostatically applied and thermocured. Beacote V finish shall consist of a five stage iron phosphate chemical pretreatment regimen with a polymer primer sealer, oven dry off, and top coated with a thermoset super TGIC polyester powder coat finish. The finish shall meet the AAMA 605.2 performance specification which includes passing a 3000 hour salt spray test for corrosion resistance and resists cracking or loss of adhesion per ASTM D522 and resists surface impacts of up to 160 inch-pound.

Limited Warranty: Beacon Products warrants its products, to the original purchaser, against defects in materials and workmanship for proper usage for a period of 5 years after date of production, when properly installed, maintained and appropriately specified.

Due to our continued efforts to improve our products, product specifications are subject to change without notice.



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Rev 07/20/22

domus_spec_sheet_R01

CITY OF ELKHART, INDIANA

**STANDARD FORM OF AGREEMENT
FOR PROFESSIONAL SERVICES
(Edition 2021)**

THIS IS AN AGREEMENT effective as of **March 11, 2025** (“Effective Date”) between The **City of Elkhart, Indiana, Department of Redevelopment** (“Owner”) and _____ (“Engineer”).

For the following Project: (“Project”).

E Windsor Ave. & Cassopolis St. Pedestrian Access and Lighting Design and Engineering

Owner and Engineer agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 General

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Exhibit C.
- C. Owner shall make available to Engineer reports, studies, regulatory decisions, programs, instructions, data, and other written information relating to the Services. Engineer may rely upon said documents without independent verification unless advised by the Owner that verification may be needed such as information from “record drawings” and GIS.

ARTICLE 3 – DEFINITIONS

3.01 Defined Terms

A. The terms used in this Agreement and Exhibits, including the singular and plural forms, have the meanings indicated in the following provisions:

1. *Additional Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A, Part 2.

2. *Basic Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit B of this Agreement.

3. *Conflict of Interest* - Conflict of interest means that because of other activities or relationships with other persons, a person or entity is unable or potentially unable to render impartial assistance or advice to the City, or the person's or entity's objectivity in performing the contract work is or might be otherwise impaired, or a person or entity has an unfair competitive advantage.

4. *Construction Cost* – The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to Owner pursuant to this Agreement. Construction Cost is one of the items comprising Total Project Costs.

5. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to [a] the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); [b] the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; [c] the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); [d] the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; [e] the Clean Water Act, 33 U.S.C. §§1251 et seq.; [f] the Clean Air Act, 42 U.S.C. §§7401 et seq.; and [g] any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

6. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates, consultants, subcontractors, or vendors.

7. *Contract Documents* – Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

8. *Documents* – Data, reports, Drawings, Specifications, record drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Contractor to Owner pursuant to this Agreement.

9. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.

10. *Effective Date of the Agreement* – The date indicated in this Agreement on which it becomes effective. If no such date is indicated, it means the date on which the last party duly executes this Agreement.

11. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, and authorities.

12. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.

13. *Resident Project Representative* – The authorized representative of Engineer, if any, assigned to assist Engineer at the Site during the construction phase. The Resident Project Representative will be Engineer’s agent or employee and under Engineer’s supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by Owner.

14. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

15. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.

16. *Work* – The entire construction or the various identifiable parts required to be provided under the contract documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the contract documents.

ARTICLE 4 – SCHEDULE FOR RENDERING SERVICES

4.01 Commencement

A. Engineer shall begin rendering services as of the Effective Date of the Agreement.

4.02 *Time for Completion*

A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable. The payment of Engineer's fees as set forth in this Agreement are conditioned upon the completion of all Documents no later than June 30, 2025.

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, shall be extended for the period of such delay or Owner shall authorize Engineer to work overtime to make up such lost time, and Engineer's compensation shall be adjusted equitably.

C. If, through no fault of Owner, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services are impaired, or Engineer's services are delayed by reason of any error, inconsistency or omission of Engineer, Engineer shall compensate Owner for and indemnify it against all costs, expenses, liabilities or damages which may accrue as a result of such delay, but only to the extent such costs, expenses, liabilities or damages exceed ten percent (10%), in the aggregate of Engineer's compensation. In addition, Engineer shall provide all necessary services at its own cost, including any overtime costs and expenses, required to make up time lost to Owner because of such delay.

D. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be mutually agreed upon by the parties.

E. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.

ARTICLE 5 – INVOICES AND PAYMENTS

5.01 *Invoices*

A. *Preparation and Submittal of Invoices.* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C, and in a manner acceptable to Owner. Engineer shall submit its invoices to Owner no more than once per month along with reasonable supporting detail. Owner shall pay approved amounts no later than 40 days after receipt or as Owner's standard practices allow.

5.02 *Payments*

A. Prior to final payment to Engineer, Engineer shall furnish evidence satisfactory to Owner that there are no claims, obligations or liens outstanding in connection with its services. Acceptance of final payment shall constitute a waiver of all claims by Engineer for compensation for its services.

B. Should there be any claim, obligation or lien asserted before or after final payment is made that arises from Engineer's services, Engineer shall reimburse Owner for any costs and expenses, including attorneys' fees, costs and expenses, incurred by Owner in satisfying, discharging or defending against any such claim, obligation or lien, including any action brought or judgment recovered, provided Owner is making payments or has made payments to Engineer in accordance with the terms of this Agreement.

C. Should Engineer or its consultants fail to perform or otherwise be in default under the terms of this Agreement, Owner shall have the right to withhold from any payment due or to become due, or otherwise be reimbursed for, an amount sufficient to protect the Owner from any loss that may result. Payment of the amount withheld shall be made when the grounds for the withholding have been removed.

D. Engineer's expense records shall be maintained in accordance with generally acceptable accounting principles and shall be available to Owner at mutually convenient times for all services to be compensated on the basis of actual cost.

ARTICLE 6 – ESTIMATE OF COST

6.01 Construction Cost Estimate

A. Engineer's estimate of the Construction Cost is made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry.

6.02 Designing to Construction Cost Limit

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ARTICLE 7 – GENERAL CONSIDERATIONS

7.01 Standards of Performance

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer shall be responsible to Owner for the costs of any errors or omissions of the Engineer or of consultants retained by Engineer.

B. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct any such deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to written approval of Owner. The retention of such Consultants shall not reduce the Engineer's obligations to Owner under this Agreement.

D. Subject to the standard of care set forth in Paragraph 7.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. Engineer and Owner shall comply with applicable Laws and Regulations. Engineer shall comply with Owner-mandated standards that Owner has provided to Engineer in writing.

F. Engineer shall not be required to sign any documents that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.

H. Engineer shall not at any time supervise, direct, or have control over Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

I. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

J. Engineer shall not be responsible for the acts or omissions of any Contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees and its Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made on interpretations or clarifications of the Contract Documents given by Owner without consultation and advice of Engineer.

K. All Contract Documents and Applications for Payment shall be subject to Owner approval.

L. If Engineer's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other construction phase services, then (1) Engineer's services under this Agreement shall be deemed complete no later than the end of the

bidding phase; (2) Engineer shall have no shop drawing review obligations during construction; (3) Owner assumes all responsibility for contract administration, construction observation and review, and all other necessary construction phase engineering and professional services; and (4) the interpretation of the bid documents remains the Engineer's responsibility.

7.02 Use of Documents

A. Upon the making of final payment to Engineer, Owner shall receive ownership of the property rights of all of the Documents prepared, provided or procured by Engineer or by consultants retained by Engineer. All Documents prepared, provided or procured by Engineer or by consultants retained by Engineer shall be distributed to Owner. All Documents whether printed or electronic media format, and including AutoCad drawings, shall be provided to Owner at anytime upon the Owner's request. If this Agreement is terminated pursuant to Paragraph 7.04.B, Owner shall receive ownership of the property rights of the Documents upon payment for all services rendered according to this Agreement, at which time, Owner shall have the right to use, to reproduce, and to make derivative works of the Documents to complete the Project. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.

B. Owner may use, reproduce or make derivative works from the Documents for extensions of the Project or other projects without the prior authorization of Engineer or its consultant. However, Owner's use of the Documents for derivative work without Engineer's authorization or involvement is at Owner's sole risk unless negligence of the Engineer's work is the cause of any damages.

C. Similarly, Engineer shall obtain from its consultants property rights and rights of use that correspond to the rights given by Engineer to Owner in this Agreement.

D. A party may rely upon that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

E. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.

F. The Engineer may not use the information gathered or the Documents created for this Project at the Owner's expense without the written consent of the Owner.

7.03 Insurance

A. Before commencing its services and as a condition of payment, Engineer shall procure and maintain insurance as set forth in Exhibit D, "Insurance", which will protect it from claims arising out of the performance of its services under this Agreement, whether such services are provided by Engineer or by any of its consultants or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

B. Engineer shall require its consultants to maintain Comprehensive General Liability, Automobile Liability, Workers Compensation and Professional Liability coverage with a company satisfactory to Owner and with limits acceptable to Owner.

C. Engineer shall maintain Professional Liability insurance with a company satisfactory to Owner for claims arising from any negligent act, error, or omission of Engineer under this Agreement, which shall be a practice policy written for the amounts set forth in Exhibit D, "Insurance" with a deductible not to exceed \$100,000. The Professional Liability insurance shall contain prior acts coverage sufficient to cover all services performed by Engineer for this Project. The Professional Liability policy shall be continued in effect for three (3) years following final payment to Engineer. The deductible shall be paid by Engineer.

D. Engineer shall deliver to Owner certificates of insurance evidencing the coverages indicated in Exhibit D, and a copy of its Professional Liability policy. Such certificates and policy shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement. No policy shall be cancelled or modified without thirty (30) days prior written notice to Owner. Such requirement for prior written notice does not apply to modifications caused by claims made against the policy. Engineer and its Professional Liability insurance carrier shall notify Owner within thirty (30) days of any claims made or loss expenses incurred against the Professional Liability policy. Owner shall have the right to notify directly Engineer's Professional Liability insurance carrier of a claim against the policy.

7.04 Suspension and Termination

A. Suspension.

1. By Owner: Owner may suspend the Project upon seven days prior written notice to Engineer.

2. By Engineer: If Engineer's services are substantially delayed through no fault of Engineer, Engineer may, after giving seven days prior written notice to Owner, suspend services under this Agreement.

B. Termination. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 14 days prior written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. By Engineer:

1) upon seven days prior written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days prior written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

2. For convenience,

a. By Owner effective upon Engineer's receipt of notice from Owner.

C. Effective Date of Termination. The terminating party under Paragraph 7.04B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. Payments upon Termination. In the event of any termination under Paragraph 7.04, Engineer will be entitled to invoice Owner and to receive payment for all acceptable services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.

E. Delivery of Project Materials to Owner. Prior to the effective date of termination, the Engineer will deliver to Owner copies of all completed Documents and other Project materials for which Owner has compensated Engineer.

7.05 Controlling Law

A. This Agreement shall be governed by the law of the State of Indiana.

7.06 Successors, Assigns, and Beneficiaries

A. Owner and Engineer are hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 7.06B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

7.07 Dispute Resolution

A. Owner and Engineer agree to make a good-faith effort to resolve any claim, dispute or other matter in question arising out of or related to this Agreement by formal negotiation between authorized representatives of each party. Formal negotiations shall take place at a mutually acceptable time and place within fifteen (15) days of notice. Formal negotiations pursuant to this Section are confidential and shall be treated as compromise and settlement negotiations for purposes of federal and state rules of evidence.

B. All applicable statutes of limitation and defenses based on the passage of time shall be tolled during the formal negotiation process.

C. Any changes to the Agreement resulting from formal negotiation shall be incorporated into the Agreement by addendum.

D. Any claims not resolved through formal negotiation may be subject to litigation at the discretion of the aggrieved party.

7.08 Environmental Condition of Site

A. Owner represents to Engineer that to the best of its knowledge, no known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern are located at or near the Site, including type, quantity, and location.

B. If Engineer encounters an undisclosed Constituent of Concern, Engineer shall notify the Owner and the appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

7.09 Indemnification by Engineer

A. To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, Redevelopment Commissioners, agents, consultants, elected and appointed City of Elkhart officials and employees from and against any and all claims, costs, losses, and damages (including but not limited to, all fees and charges of contractors, engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, death, or to damage to or destruction of tangible property (including any resulting loss of use), but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, partners, employees, or Consultants.

7.10 *Conflict of Interest* –

A. The Engineer acknowledges and agrees that it does not have a current Conflict of Interest, as defined in Section 3.01, with the Owner and will not have a Conflict of Interest with the Owner during the term of this Agreement, regardless of whether that Conflict of Interest is real or perceived.

B. INTENTIONALLY LEFT BLANK

C. The Owner, in its sole discretion, may waive a Conflict of Interest if the Engineer notifies the Owner of the conflict and fully discloses the nature of the conflict before the effective date of this Agreement.

D. If the Engineer fails to disclose a Conflict of Interest before the effective date of this Agreement, the Owner may terminate this Agreement as provided in paragraph 7.04.

E. If the Engineer or its Consultants breach Subsection 7.10(B), the Owner may disqualify the Engineer from bidding or quoting on any future projects by the Owner, or reject any bids or quotes by the Engineer as not responsible.

F. If the Engineer disputes the determination of the Owner's designated representative that the Engineer has a Conflict of Interest, the Engineer may appeal the designated representative's determination to the City of Elkhart, Indiana, Redevelopment Commission whose decision on the matter shall be final.

7.11 *Miscellaneous Provisions*

A. *Notices.* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival.* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability*. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

D. *Waiver*. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

E. *Accrual of Claims*. To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of final payment.

F. The provisions of this Agreement shall be construed according to the laws of the State of Indiana. Any action arising under this Agreement shall be brought in the Federal District Court for the Northern District of Indiana, or the Circuit or Superior Court of Elkhart County, Indiana.

ARTICLE 8 – E-VERIFY REQUIREMENT

8.01 *Terms*

All terms defined in I.C. § 22-5-1.7 *et seq.* are adopted and incorporated into this section.

8.02 *Enrollment and Participation*

A. Pursuant to I.C. § 22-5-1.7 *et seq.*, Engineer shall enroll in and verify the work-eligibility status of all of its newly-hired employees using the E-Verify program, if it has not already done so as of the date of this Agreement.

B. Engineer shall provide Owner with documentation that it is enrolled and participating in the E-Verify program.

8.03 *Affidavit*

A. Engineer is required to execute an affidavit affirming that: (i) it is enrolled and participating in the E-verify program, and (ii) it does not knowingly employ any unauthorized aliens.

B. This Agreement shall not take effect until said affidavit is signed by Engineer and delivered to Owner along with the documentation of the E-Verify program enrollment and participation.

8.04 *Subcontractors*

A. Should Engineer subcontract for the performance of any work under this Agreement, the Engineer shall require any subcontractor to certify by affidavit that: (i) the subcontractor does not knowingly employ or contract with any unauthorized aliens, and (ii) the subcontractor is enrolled and participating in the E-verify program.

B. Engineer shall maintain a copy of such certification for the duration of the term of any subcontract.

C. Engineer shall also deliver a copy of the subcontractor certification to the Owner within seven days of the effective date of the subcontract.

8.05 *Employment of Unauthorized Aliens*

A. If Engineer, or any subcontractor of Engineer, knowingly employs or contracts with any unauthorized alien, or retains an employee or contract with a person that the Engineer or subcontractor subsequently learns is an unauthorized alien, Engineer shall terminate the employment of or contract with the unauthorized alien within thirty (30) days.

B. Should the Engineer or any subcontractor of Engineer fail to terminate the employment of, or contract with, the unauthorized alien within thirty (30) days, Owner has the right to terminate this Agreement without consequence.

8.06 *When E-Verify is not Required*

A. The E-Verify program requirements of this Agreement will not apply should the E-Verify program cease to exist.

ARTICLE 9 – EXHIBITS AND SPECIAL PROVISIONS

9.01 *Exhibits Included*

- A. Exhibit A, “Engineer’s Services,” consisting of one (1) pages.
- B. Exhibit B, “Owner’s Responsibilities,” consisting of one (1) page.
- C. Exhibit C, “Payments to Engineer for Services and Reimbursable Expenses,” consisting of one (1) page.
- D. Exhibit D, “Insurance,” consisting of one (1) page.
- E. Exhibit E, “Affidavit of E-Verify Enrollment and Participation” consisting of one page.
- F. Exhibit F, “Certification Statement Regarding Investments in Iran,” consisting of one (1) page.
- G. Exhibit G, “Title VI Notice,” consisting of two (2) pages.

9.02 *Total Agreement*

A. This Agreement constitutes the entire agreement between Owner and Engineer for the Project and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, or modified by a duly executed written instrument.

9.03 Designated Representatives

A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

9.04 Suspension and Debarment

A. Engineer certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any state department or agency. Engineer will not contract with any Consultant for this project if it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state department or agency. Necessary certification forms shall be provided by the Owner.

9.05 Investments in Iran

A. The Engineer shall sign a certification statement regarding investments in Iran, and said statement is incorporated herein.

9.06 Title VI Notice

A. The Engineer shall sign an acceptance certification statement regarding Title VI notification and compliance with the City of Elkhart's Title VI Policy during the duration of this agreement, and said statement is incorporated herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

OWNER: City of Elkhart, Indiana, acting by and through its Redevelopment Commission		ENGINEER:	
By:	Sandra Schreiber	By:	
Title:	President	Title:	
Date Signed:		Date Signed:	
Attest:		Engineer License or Certification No.:	
Clerk		State of:	
Address for giving notices:		Address for giving notices:	
Department of Redevelopment			
201 S. Second Street			
Elkhart, Indiana 46516			

Designated Representative:		Designated Representative:	
Jacob Wolgamood			
Title:	TIF Infrastructure Project Supervisor	Title:	
Phone Number:	(574) 522-4855	Phone Number:	
Facsimile Number:		Facsimile Number:	
E-Mail Address:	jacob.wolgamood@coei.org	E-Mail Address:	

This is **EXHIBIT A**, consisting of one page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**

Engineer's Services

Engineer shall provide, no later than June 30, 2025, signed and sealed construction-ready bid documents to the City for the objectives outlined in the Request for Quotes, E Windsor Ave. & Cassopolis St. Pedestrian Access and Lighting Design and Engineering document. Deliverables include, but are not limited to, topographical survey, geotechnical investigation, utility coordination, construction design and bid documents, engineer's estimated construction costs, and provisions for anticipated permits.

This is **EXHIBIT B**, consisting of one page, referred to in and part of the
Agreement between Owner and Engineer for Professional Services

Owner's Responsibilities

The Owner shall provide the Engineer with available city-owned data as it relates to the production of construction documents at the Engineer's request, notification of any changes in scope of work, contract language, or contract termination; and payment of invoices as outlined in Exhibit C.

This is **EXHIBIT C**, consisting of one page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**

Payments to Engineer for Services and Reimbursable Expenses

Engineer's services will be billed monthly. Payment shall be made under the provisions of Article 5. If the Owner has questions or comments concerning our services or charges during the course of the work, they are to be brought to Engineer's attention immediate so that any problem can resolved quickly.

The Owner shall reimburse the Engineer all fees paid to review agencies to secure permits necessary for the project.

Engineer's fee for services shall be _____.

This is **EXHIBIT D**, consisting of one page, referred to in and part of the
Agreement between Owner and Engineer for Professional Services

Insurance

Paragraph 7.04 of the Agreement is amended and supplemented to include the following agreement of the parties:

Insurance

A. The limits of liability for the insurance required by paragraph 7.04 of the Agreement for Engineer are as follows:

1. Workers' Compensation:	Statutory
2. Employer's Liability --	
a. Each Accident	\$1,000,000
b. Disease, Policy Limit:	\$1,000,000
c. Disease, Each Employee:	\$1,000,000
3. Commercial General Liability --	
a. Each Occurrence:	\$1,000,000
b. General Aggregate:	\$2,000,000
c. Products/Completed Operations:	\$1,000,000
d. Personal and Advertising	\$1,000,000
e. Contractual Liability--	
Each Occurrence:	\$1,000,000
General Aggregate	\$2,000,000
4. Contractual Liability--	
a. Each Occurrence:	\$1,000,000
b. General Aggregate	\$2,000,000
5. Excess Umbrella Liability --	
a. Each Occurrence:	\$5,000,000
b. General Aggregate:	\$5,000,000
6. Business Automobile Liability --	
a. Bodily Injury –Each Accident:	\$1,000,000
b. Property Damage –Each Accident:	\$1,000,000
7. Professional Liability Insurance	
a. Each Claim Made:	\$1,000,000
b. Annual Aggregate:	\$1,000,000

This is **EXHIBIT E**, consisting of one page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**

AFFIDAVIT OF E-VERIFY ENROLLMENT AND PARTICIPATION

I, _____, being first duly sworn, depose and say that I am familiar with and have personal knowledge of the facts herein and, if called as a witness in this matter, could testify as follows:

1. I am over eighteen (18) years of age and am competent to testify to the facts contained herein.
2. I am now and at all times relevant herein have been employed by _____ (“Engineer”) in the position of _____.
3. I am familiar with the employment policies, practices, and procedures of Engineer and have the authority to act on behalf of the Engineer.
4. Engineer is enrolled and participates in the federal E-Verify program. Documentation of this enrollment and participation is attached as Exhibit “A” and incorporated herein.
5. Engineer does not knowingly employ any unauthorized aliens.
6. To the best of my information and belief, the Engineer does not currently employ any unauthorized aliens.

I swear and affirm under the penalties for perjury that the foregoing statements and representations are true and accurate to the best of my knowledge and belief.

EXECUTED on the _____ day of _____, 20__.

Printed: _____

This is **EXHIBIT F**, consisting of one page, referred to in and part of the
Agreement between Owner and Engineer for Professional Services

CERTIFICATION STATEMENT REGARDING INVESTMENTS IN IRAN

I, _____, certify to the following:

1. Pursuant to Indiana Code 5-22-16.5 *et seq.*, I am not now engaged in investment activities in Iran.
2. I understand that providing a false certification could result in the fines, penalties, and civil action listed in I.C. 5-22-16.5-14.

EXECUTED THIS _____ DAY OF _____, 20__.

Printed:

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**



Title VI Notice

Title VI Policy

The City of Elkhart, Indiana (Elkhart) is committed to a policy of inclusiveness, fairness, and accessibility of its programs, activities and services to all persons in Elkhart. As provided by Title VI of the Civil Rights Act of 1964 and all related statutes, Elkhart assures that no person shall, on the on the grounds religion, race, color, national origin, sex, age, disability/handicap, sexual orientation, gender identity, limited English proficiency, or low income status, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any City of Elkhart program, activity or service. The City of Elkhart further assures every effort will be made to ensure non-discrimination in all of its programs, activities, and services, whether those program, activities and services are federally funded or not. In the event the City of Elkhart distributes Federal aid funds to another entity, the City of Elkhart will include Title VI language in all written agreements.

The Title VI Coordinator is:

Title VI Coordinator

City of Elkhart

229 S 2nd Street

Elkhart, Indiana 46516

Voice: (574) 294-5471

Fax: (574) 293-7658

TDD: (574) 389-0198

Email: titlevicocoordinator@coei.org

Acceptance by Engineer

I hereby certify that I have received the City of Elkhart's "Title VI Notice" and agree to comply with the requirements and provisions of the City of Elkhart's Title VI Policy during the duration of this Agreement with the City of Elkhart.

Signed

Printed Name

Dated

The City of Elkhart Title VI Policy may be accessed here:

<https://elkhartindiana.org/government/human-resources/#tab-b900fced1bdffd36578>

