



# CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)

Prescribed by State Board of Accounts

## PART I

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

Date (month, day, year): May 26, 2026

1. Governmental Unit (Owner): South Bend Venues Parks and Arts

2. County : \_\_\_\_\_

3. Bidder (Firm): Berglund Construction Company

Address: 126 Venturi Drive

City/State/ZIPcode: Chesterton, IN 46304

4. Telephone Number: 773-374-1000 x. 2205

5. Agent of Bidder (if applicable): N/A

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of South Bend Venues Parks and Arts

(Governmental Unit) in accordance with plans and specifications prepared by Hoerstman Design Shop

\_\_\_\_\_ and dated 3/16/2026 for the sum of

Three Hundred Ninety-Five Thousand and 00/100 Dollars \$ 395,000

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

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

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

### CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS (If applicable)

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



## QUOTE/PROPOSAL CITY OF SOUTH BEND

**PROJECT NAME** Walker Field House Restoration Project – Phase 2  
**PROJECT NO.** 125-044B  
**QUOTES DUE** May 26, 2026 by 9:00 am Local Time

Base Quote

Item No.	Description	Quantity	Unit	Unit Price	Total Amount
1	Install concrete piers & prep for steel archways, install steel gate hinges, tuckpoint where needed, remove paint, clean & replace lintels where noted in the Plans and Specifications.	1	LS		\$ 245,000
<b>Total Amount of Quote</b>					<b>\$ 245,000</b>

Alternate #1

Item No.	Description	Quantity	Unit	Unit Price	Total Amount
1	Install courtyard steel archways, where noted in the Plans and Specifications.	1	LS		\$ 150,000
<b>Total Amount of Quote</b>					<b>\$ 150,000</b>

Firm: Berglund Construction Company

Address: 126 Venturi Drive

City/State/Zip: Chesterton, IN 46304 Telephone Number: ( 773 ) 374-1000 x. 2205

Fax Number: ( )

By   
(Signature)

John McHugh  
(Printed Name of Person Signing)

**CITY OF SOUTH BEND, INDIANA**  
**CONTRACTOR'S QUOTE FOR PUBLIC WORK**



**PROJECT NAME:** Walker Field House Restoration Project – Phase 2

**PROJECT NO.** 125-044B

**QUOTES DUE** May 26, 2026 by 9:00 am Local Time

(Must be completed for all quotes. Please type or print)

Date: May 26, 2026 Firm: Berglund Construction Company

Address: 126 Venturi Drive

City/State/Zip: Chesterton, IN 46304 Telephone Number: ( 773 ) 374-1000

Agent of Bidder (if Applicable): N/A

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

Walker Field House Restoration Project - Phase 2

the City of South Bend, Indiana, in accordance with plans and specifications prepared by:

**The City of South Bend, Department of Public Works**

and dated \_\_\_\_\_ for the sum of (enter the Total Quote as shown on the Proposal)

Three Hundred Ninety-Five Thousand and 00/100 Dollars

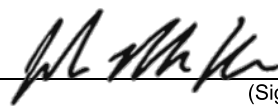
( \$ 395,000 )

(Enter Sum of Total Quote as shown on Proposal)

(Numerical)

If alternative quotes apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

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

By 

(Signature)

John McHugh

(Printed Name of Person Signing)

**ACCEPTANCE**

The above quote is accepted this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Subject to the following conditions: \_\_\_\_\_

**BOARD OF PUBLIC WORKS**

\_\_\_\_\_  
Elizabeth A. Maradik, President

\_\_\_\_\_  
Joseph R. Molnar, Vice President

\_\_\_\_\_  
Murray L. Miller, Member

\_\_\_\_\_  
Breana Micou, Member

\_\_\_\_\_  
Abigail E. Magas, Member

\_\_\_\_\_  
Attest: Hillary R. Horvath, Clerk

## CITY OF SOUTH BEND

### EQUAL EMPLOYMENT OPPORTUNITY CONTRACTING PROVISIONS DIVERSITY UTILIZATION

It is the policy of the City of South Bend to provide equal employment and business opportunity for all persons, partnerships, companies, and corporations in accordance with the rules, regulations and guidelines of the applicable federal, state and local laws. This policy of equal employment and business opportunity shall apply to every contractor or subcontractor bidding or holding a public contract with the City of South Bend.

In furtherance of this policy, the following Equal Opportunity Clauses are hereby made a part of every construction contract entered into by the City of South Bend and all subcontractors entered into pursuant to any such contract and the bidder hereby certifies that it/he/she will abide by these provisions.

The contractor will not discriminate against any applicant or employee because of race, color, religion, sex, national origin, or handicap. The contractor will take affirmative action to ensure that all applicants or employees are treated fairly and equitably. Such action shall include but not be limited to the following: hiring, up-grading, demotion or transfer, recruitment, advertising, lay-offs or termination, rates of pay or other forms of compensation and selection for training including apprenticeship programs.

The contractor shall agree to post in conspicuous places available to employees and applicants, notices to be provided setting forth the provisions of the Non-Discrimination Clause.

The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

The contractor will send to each labor union or representative of workers with which it/he/she has a bargaining agreement or other contract or understanding, a notice to be provided, advising the labor union or worker's representatives of the contractor's commitment under this section, and shall post copies of the notices in conspicuous places available to applicants and employees.

The contractor will comply with all provisions of Executive Order 11246 (as amended by 11375) and of the rules, regulations and relevant orders of the Department of Labor.

#### **Subpart B -- Contractors' Agreements**

Sec. 202. Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereinafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:"

"(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their race, color, religion, sex or national origin. Such action will include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause."

"(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin."

"(3) The contractor will send to each labor union or representative of workers with which it/he/she has a collective bargaining agreement or other contract of understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment."

"(4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules and regulations, and relevant orders of the Secretary of Labor."

"(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders."

"(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, in this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked\* as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law."

"(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency

may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

*\* Corrected to read "invoked". In the original text the word "involved" was printed in error.*

*When the prospective Contractor is unable to certify to any of the statements below, it shall attach an explanation to this Affidavit.*

**CONTRACTOR’S NON-COLLUSION AND NON-DEBARMENT AFFIDAVIT,  
CERTIFICATION REGARDING INVESTMENT WITH IRAN, EMPLOYMENT ELIGIBILITY  
VERIFICATION, NON-DISCRIMINATION COMMITMENT AND CERTIFICATION OF USE  
OF UNITED STATES STEEL PRODUCTS OR FOUNDRY PRODUCTS**

(Must be completed for all quotes and bids. Please type or print)

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STATE OF Indiana )  
 ) SS:  
Porter COUNTY )

The undersigned Contractor, being duly sworn upon his/her/its oath, affirms under the penalties of perjury that:

1. Contractor has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding. Contractor further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale; and
2. Contractor certifies by submission of this proposal that neither contractor nor any of its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and
3. Contractor has not, nor has any successor to, nor an affiliate of, Contractor, engaged in investment activities in Iran.
  - a. For purposes of this Certification, “Iran” means the government of Iran and any agency or instrumentality of Iran, or as otherwise defined at Ind. Code § 5-22-16.5-5, as amended from time-to-time.
  - b. As provided by Ind. Code § 5-22-16.5-8, as amended from time-to-time, a Contractor is engaged in investment activities in Iran if either:
    - i. Contractor, its successor or its affiliate, provides goods or services of twenty million dollars (\$20,000,000) or more in value in the energy sector of Iran; or
    - ii. Contractor, its successor or its affiliate, is a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another person for forty-five (45) days or more, if that person will (i) use the credit to provides goods and services in the energy sector in Iran; and (ii) at the time the financial institution extends credit, is a person identified on list published by the Indiana Department of Administration.

4. Contractor does not knowingly employ or contract with an unauthorized alien, nor retain any employee or contract with a person that the Contractor subsequently learns is an unauthorized alien. Contractor agrees that he/she/it shall enroll in and verify the work eligibility status of all of Contractor's newly hired employees through the E-Verify Program as defined by I.C. 22-5-1.7-3. Contractor's documentation of enrollment and participation in the E-Verify Program is included and attached as part of this bid/quote; and

5. Contractor shall require his/her/its subcontractors performing work under this public contract to certify that the subcontractors do not knowingly employ or contract with an unauthorized alien, nor retain any employee or contract with a person that the subcontractor subsequently learns is an unauthorized alien, and that the subcontractor has enrolled in and is participating in the E-Verify Program. The Contractor agrees to maintain this certification throughout the term of the contract with the City of South Bend, and understands that the City may terminate the contract for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the City.

6. Persons, firms, partnerships, corporations, associations, or joint venturers awarded a contract by the City of South Bend through its agencies, boards, or commissions shall not discriminate against any employee or applicant for employment in the performance of a City contract with respect to hire, tenure, terms, conditions, or privileges of contract or employment, or any matter directly or indirectly related to contracting or employment because of race, sex, religion, color, national origin, ancestry, gender expression, gender identity, sexual orientation, or due to age or disability that does not affect that person's ability to perform the work.

In awarding contracts for the purchase of work, labor, services, supplies, equipment, materials, or any combination of the foregoing including, but not limited to, public works contracts awarded under public bidding laws or other contracts in which public bids are not required by law, the City, its agencies, boards, or commissions will consider the Contractor's good faith efforts to obtain participation by those subcontractors certified by the State of Indiana as a Minority Business ("MBE") or as a Women's Business Enterprise ("WBE") as a factor in determining the lowest, responsible, responsive bidder.

Contractors seeking the award of a City contract cannot be required to award a subcontract to an MWBE; however, they may not unlawfully discriminate against said MBE/WBE. On goal-eligible contracts, Contractors are required to either meet both MBE and WBE utilization goals or demonstrate that the Contractor has made good faith efforts to obtain participation from MBE and WBE subcontractors. A finding of noncompliance or a discriminatory practice shall prohibit that Contractor from being awarded a City contract for a period of one (1) year from the date of such determination, and such determination may also be grounds for terminating the contact to which the discriminatory practice or noncompliance pertains.

7. The undersigned Contractor agrees that the following nondiscrimination commitment shall be made a part of any contract which it may henceforth enter into with the City of South Bend, Indiana or any of its agencies, boards or commissions.

Contractor agrees not to discriminate against or intimidate any employee or applicant for employment in the performance of this contract with privileges of employment, or any matter directly or indirectly related to employment, because of race, religion, color, sex, gender expression, gender identity, sexual orientation, handicap, national origin or ancestry. Breach of this provision may be regarded as material breach of contract.

I, the undersigned bidder or agent as contractor on a public works project, understand my statutory obligations to the use of steel products or foundry products made in the United States (I.C. 5-16-8-1). I hereby certify that I and all subcontractors employed by me for this project will use steel products or foundry products made in the United States on this project if awarded. I understand I have an affirmative duty to notify the City in my bid that my proposal does not include the use of steel products or foundry products made in the United States. I understand it is my sole obligation and responsibility to provide a justification to the City, subject to review and approval, why the cost of United States made steel or foundry products is unreasonable. Prior to award and upon submission of bid which does not use steel products or foundry products made in the United States, the City, through its director of public works, shall make a determination if the price of United States made steel or foundry is unreasonable. I understand that violations hereunder may result in forfeiture of contractual payments.

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I hereby affirm under the penalties of perjury that the facts and information contained in the foregoing bid for public works are true and correct.

Dated this 26th day of May, 2026

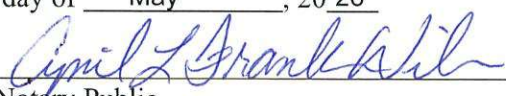
Berglund Construction Company  
Contractor/Bidder (Firm)

  
Signature of Contractor/Bidder or Its Agent

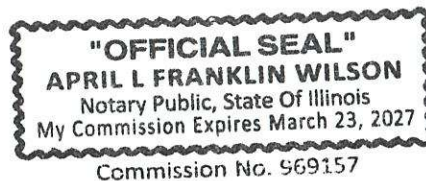
John McHugh, Vice President - Restoration  
Printed Name and Title

Subscribed and sworn to before me this 26th day of May, 2026

My Commission Expires March 23, 2027

  
Notary Public

County of Residence Will



## ACCEPTANCE

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

Contracting Authority Members:


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

Governmental Unit: South Bend Venues Parks and Arts

Bidder (Firm) Berglund Construction Company

Date (month, day, year): May 26, 2026

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

#### SECTION I EXPERIENCE QUESTIONNAIRE

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

Contract Amount	Class of Work	Completion Date	Name and Address of Owner
\$2,370,000	GC	07/2025	Milwaukee County, Milwaukee, WI
\$164,000	GC	10/2025	Porter County, Valparaiso, IN
\$199,000	GC	12/2025	Village of Itasca, Itasca, IL

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

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner
\$148,821	GC	06/2026	Village of Lemont, Lemont, IL
\$10,200,950	GC	12/2026	Lucas County Board of Commissioners Toledo, OH

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

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

University of Chicago - Brian Cowperthwaite, 773-834-6706

Griffin Museum of Science and Industry - David Woody, 773-947-6796

Northwestern University - Richard Pauner, 847-467-6701

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## SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

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

Berglund maintains the resources to complete this work per plans, specifications, and schedule.

We employ the necessary skilled tradespeople to complete the work. All

equipment used will be owned or rented.

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

Block Electric, 7107 N. Milwaukee Ave., Schaumburg, IL - Work performed: Electrical

Namat Construction, 7819 S. Claremont Ave., Chicago, IL - Work performed: Masonry, Concrete repairs

Christopher Glass, 832 Industrial Dr., Elmhurst, IL - Work performed: Glass, Glazing, Storefronts

Corsetti Structural Steel, 2515 New Lenox Rd., Joliet, IL - Work performed: Structural Steel

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

N/A

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

See attached Equipment List

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

We revised pricing from major material suppliers and utilized historical database pricing for other material pricing.

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### SECTION III CONTRACTOR'S FINANCIAL STATEMENT

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

SECTION IV CONTRACTOR'S NON – COLLUSION AFFIDAVIT

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

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

SECTION V OATH AND AFFIRMATION

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

Dated at \_\_\_\_\_ this 26th day of May, 2026

Berglund Construction Company  
(Name of Organization)

By [Signature]  
Vice President - Restoration  
(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF Indiana )  
COUNTY OF Porter ) ss

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

Subscribed and sworn to before me this 26th day of May, 2026.

[Signature]  
Notary Public

My Commission Expires: March 23, 2027

County of Residence: Will





Berglund Construction Company - Equipment List							
Item Number	Condition	Year	Manufacturer	Model	Description	Serial Number	Value
1	Good	1998	Hydra-Mac Bobcat B2	1700		17003170	\$24,000
2	Good	2002	Hydra-Mac Bobcat B3			22019	\$33,712
3	Fair	1998	Hydra-Mac Bobcat B4	1300		1300H2315	\$21,000
4	Fair	1998	Gehl Bobcat B5	SL4615		13587	\$22,000
5	Good	2000	Hydra-Mac Bobcat B11	2250		2250H22013	\$31,989
6	Good		Edge Pick Up Broom	500378		A005629	\$4,525
7	Good		Cyclone Pick Up Broom	LAF6254		BO13684	\$4,525
8	Good	1997	Ingersoll Rand Compressor C2	IRP375WJD		274981VCH414	\$24,000
9	Good	1998	Ingersoll Rand Compressor C5	IRP375WJD		282939U1414	\$24,000
10	Good	1998	Ingersoll Rand Compressor C7	IRP375WJD		290862UF1221	\$11,500
11	Good	2002	Ingersoll Rand Compressor C9	XP375WIR		332958UJMO61	\$23,814
12	Good	2001	Ingersoll Rand Compressor C8	IRP375WJD		320457VCL414	\$22,950
13	Good	2014	Terex Crane	T340-1		120366	\$447,000
14	Good	1998	Yale Forklift	GDP050TGNUAE0 86		E177B18296U	\$22,000
15	Good	1999	Lull Highlander	844C		0021P22519	\$77,244
16	Good		Lull Rough Terrain Forklift	944E		160002998	\$78,431
17	Good		Strato-Vac	5655-6	9 units/\$4000 each	CR3100	\$36,000
18	Good		Clemco 600 LB Sandblast Pot		7 units/\$3,000 each		\$21,000
19	Good		Clemco 100 LB Sandblast Pot		8 units/\$2600 each		\$20,800

20	Good		Negative Air Machine		20 units/\$900 each		\$18,000
21	Good		Astro Motors		132 units/\$4,500 each		\$594,000
22	Good	2001	Atlas Copco	QAS38	36 kw generator		\$13,944
23	Good		Hydro-Mobile Mast Climbers				\$287,603
24	Good		Scaffolding Equipment				\$1,850,000
25	Good	2008	Kaeser 375 Compressor C3	M100-375 CFM		WKAOF160172981 613	\$22,000
26	Good				Table Saw		\$4,000
27	Fair		Nissan		Forklift		\$8,000
28	Fair		Sky Trak	10KLU11			\$70,000
29	Good				15 PAS2400 Negative air machines		\$48,600
30	Good		Yale	Forklift			\$10,000
31	Good				Pick up broom		\$4,525
32	Good				6 gas welders		\$19,200
33	Good		S650 Bobcat Skid Steer Loader	M0069			\$49,557
34	Good		S650 T4 Bobcat	M0269	Skid-Steer Loader		\$49,045
35	Good	2005	Toyota Forklift	7FGU25			\$10,000
36	Good		X-Scan PS	1000		413222195150 001	\$28,417
37	Good	2014	Bob Cat	S650 T4	Skid-Steer Loader	ALJ812558	\$46,000
38	Good	2016	Kawaski	KAF400AGF	Mule	JK1AFE13GB5733 14	\$9,175

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Hartford, Connecticut 06183

**BID BOND**

**CONTRACTOR:**

(Name, legal status and address)

**Berglund Construction Company**  
8410 S. South Chicago Avenue  
Chicago, Illinois 60617

**SURETY:**

(Name, legal status and principal place of business)

**Travelers Casualty and Surety Company of America**  
One Tower Square  
Hartford, CT 06183

**OWNER:**

(Name, legal status and address):

South Bend Venues Parks and Arts  
South Bend, IN

**BOND AMOUNT:**

Five Percent ( 5% )

**PROJECT:**

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

Walker Field House Restoration Project - Phase 2  
2198 S. Walnut St.  
South Bend, IN

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

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

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

Signed and sealed this 26th day of May, 2026.

Beth Zimales  
(Witness)

[Signature]  
(Witness)

Berglund Construction Company  
(Principal) (Seal)

[Signature]  
(Title) Eric Dexter, Senior Vice President

Travelers Casualty and Surety Company of America  
(Surety) (Seal)

[Signature]  
(Title) David C. Banks, Attorney-in-Fact



STATE OF ILLINOIS }  
COUNTY OF KENDALL }

I, Gina Marie Damato a Notary Public in and for said  
County, do hereby certify that David C. Banks Attorney -in-  
Fact, of the:

- THE TRAVELERS INDEMNITY COMPANY
- TRAVELERS CASUALTY & SURETY COMPANY
- TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA
- FARMINGTON CASUALTY COMPANY
- UNITED STATES FIDELITY AND GUARANTY COMPANY
- ST. PAUL FIRE AND MARINE INSURANCE COMPANY
- FIDELITY AND GUARANTY INSURANCE COMPANY
- FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.
- ST. PAUL GUARDIAN INSURANCE COMPANY
- ST. PAUL MERCURY INSURANCE COMPANY

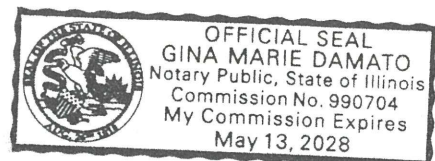
Who is personally known to me to be the same person, whose name is subscribed to the foregoing,  
instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and  
delivered said instrument for and on behalf of:

- THE TRAVELERS INDEMNITY COMPANY
- TRAVELERS CASUALTY & SURETY COMPANY
- TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA
- FARMINGTON CASUALTY COMPANY
- UNITED STATES FIDELITY AND GUARANTY COMPANY
- ST. PAUL FIRE AND MARINE INSURANCE COMPANY
- FIDELITY AND GUARANTY INSURANCE COMPANY
- FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.
- ST. PAUL GUARDIAN INSURANCE COMPANY
- ST. PAUL MERCURY INSURANCE COMPANY

For the uses and purposed therein set forth.

Given under my hand and notarial seal at my office in the City of Yorkville in said  
County, this 26th day of May A.D. 20 26

  
Notary Public





**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **David C Banks** of **WHEATON**, Illinois, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

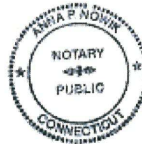
City of Hartford ss.

By:   
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



  
 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **26th** day of **May**, 2026



  
 Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.**  
**Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

**BOARD OF PUBLIC WORKS  
AGENDA ITEM REVIEW REQUEST FORM**

Date: 05/19/2026  
 Name: Caitlin Wyant, EI Department of Public Works – Engineering Division  
 BPW Date: 05/26/2026 Phone Extension: 7483

**Required Prior to Submittal to Board**

BPW Attorney	<input checked="" type="checkbox"/>	Attorney Name
Dept. Attorney	<input type="checkbox"/>	Attorney Name
Purchasing	<input type="checkbox"/>	_____

**Check the Appropriate Item Type – Required for All Submissions**

<input type="checkbox"/> Professional Services Agreement	<input type="checkbox"/> Contract	<input type="checkbox"/> Proposal
<input type="checkbox"/> Open Market Contract	<input type="checkbox"/> Amendment/Addendum	<input type="checkbox"/> Special Purchase, QPA
<input type="checkbox"/> Bid Opening	<input type="checkbox"/> Bid Award	<input type="checkbox"/> Req. to Advertise <input type="checkbox"/> Title Sheet
<input checked="" type="checkbox"/> Quote Opening	<input type="checkbox"/> Quote Award	<input type="checkbox"/> Reject Bids/Quotes
<input type="checkbox"/> Proposal Opening	<input type="checkbox"/> C/O & PCA No. _____	<input type="checkbox"/> PCA
<input type="checkbox"/> Chg. Order, No. _____	<input type="checkbox"/> Traffic Control	<input type="checkbox"/> Resolution
<input type="checkbox"/> Other: _____		<input type="checkbox"/> Ease./Encroach

**Required Information**

Company or Vendor Name	_____	
New Vendor	<input type="checkbox"/> Yes <input type="checkbox"/> If Yes, Approved by Purchasing	
	<input type="checkbox"/> No	
MBE/WBE Contractor	<input type="checkbox"/> MBE <input type="checkbox"/> WBE	Completed E-Verify Form Attached <input type="checkbox"/> Yes <input type="checkbox"/> No
Project Name	Walker Field House Restoration Ph2 - Masonry	
Project Number	125-044B	
Funding Source	IN DNR DHPA Grant + Local Match	
Account No.	PR #48174	
Amount	_____	
Terms of Contract	_____	
<b>Special Contract Provisions</b>	_____	
Purpose/Description	Restoration of masonry at historic field house at Walker Field Park	

**For Change Orders Only**

Amount of	<input type="checkbox"/> Increase	\$ _____
	<input type="checkbox"/> Decrease	(\$ _____ )
Previous Amount	\$ _____	
	Increase	_____ %
Current Percent of Change:	Decrease	( _____ %)
New Amount	\$ _____	
	Increase	_____ %
Total Percent of Change:	Decrease	( _____ %)
Time Extension Amount:	_____	
New Completion Date:	_____	



# SCOPE OF WORK CITY OF SOUTH BEND

**PROJECT NAME:** Walker Field House Restoration Project – Phase 2

**PROJECT NO.** 125-044

**QUOTES DUE** May 26, 2026 by 9:00 am Local Time

## **I. PROJECT DESCRIPTION**

### A. Summary:

1. The New Deal-era Walker Field House is owned by South Bend Venues Parks and Arts (VPA). The structure is primarily constructed out of fieldstone with broad arches. The field house with its central courtyard and wading pool remains an important recreational feature for South Bend. Because of its historic importance it was listed on the National Register of Historic Places. South Bend VPA has received funding through the Indiana Department of Natural Resources, Division of Historic Preservation and Archaeology to assist in improvements to the structure.

### B. Description:

1. The project includes the furnishing of all equipment, material, insurance, and labor for **completing exterior restoration of the park structure primarily related to relevant masonry repairs** at 2198 S. Walnut Street with the field house facing Ewing Avenue within the City of South Bend, IN.

## **II. PREVAILING SPECIFICATIONS AND CONSTRUCTION STANDARDS AND SPECIFICATIONS**

- A. The City of South Bend's **PREVAILING SPECIFICATIONS**, most recent version, and **CONSTRUCTION STANDARDS AND SPECIFICATIONS**, most recent version, are to be used on this project.
- B. Each Quote provider is specifically instructed to become completely familiar with the most recent version of the **PREVAILING SPECIFICATIONS** and the **CONSTRUCTION STANDARDS AND SPECIFICATIONS** prior to submitting a quote.
- C. Wherever the **PREVAILING SPECIFICATIONS** refer to "State Specifications," it shall mean the 2026 INDOT Standard Specifications for the letting effective after September 1, 2025.
- D. These **SPECIAL PROVISIONS** will list only "Additions" or "Deletions" to the **PREVAILING SPECIFICATIONS** and are to be used only in conjunction with the **PREVAILING SPECIFICATIONS**.
- E. In the event of conflict between the **SPECIAL PROVISIONS** and the **PREVAILING SPECIFICATIONS**, the **SPECIAL PROVISIONS** will govern.

## **III. QUOTE REQUIREMENTS**

A. Prevailing Specifications: 2026, INDOT Standard Specifications Section 102

### B. Additions:

1. Each Quote provider shall completely execute and submit the following documents with the Quote:
  - a. Quote Bond stating 5% of the total Quote or Certified Check of 5% of the Quote.
  - b. Contractor's Non-Collusion and Non-Debarment Affidavit, Certification Regarding Investment with Iran, Employment Eligibility Verification, Non-Discrimination Commitment and Certification of use of United States Steel Products or Foundry Products.
  - c. Questionnaire Form 96 of the State Board of Accounts.
  - d. Acknowledge Receipt of Addendum(s) included with the quote.
  - e. All required additional information and forms as is included with the quote.

## **IV. DHPA QUALIFICATIONS**

- A. Prevailing Specifications: 2026, INDOT Standard Specifications Section 102
- B. Additions:
  - a. Quote providers shall submit with the Quote, the number of projects completed in the last five years in accordance with the Secretary of the Interior's Standards and Guidelines for the Rehabilitation of Historic Properties.
  - b. Quote providers shall submit with the Quote a maximum of three references for similar projects completed in accordance with the Secretary of the Interior's Standards and Guidelines for the Rehabilitation of Historic Properties.
    - (i) Include the following:
      - Project Name
      - City and State of Project
      - Contact Person
      - Phone Number
      - Estimated Dollar Figure of Contract
    - (ii) If the Quote provider has not completed any projects that were in accordance with the Secretary of the Interior's Standards, such shall be identified in the appropriate area on the Quote Form.
  - c. To demonstrate Bidder's qualifications to perform the Work, OWNER may request Bidder to submit written evidence such as financial data, present commitments, and lawsuit data. Such additional information is not to discourage bidding or make it difficult for qualified bidders to file bids. Neither is it intended to discourage beginning contractors. It is intended to make it possible for OWNER to have more exact information on financial ability and experience in order to reduce hazards involved in awarding contracts to parties who may not be qualified to perform the Work as specified.
  - d. Subcontractors
    - (i) Bidders shall submit with the bid a list of proposed subcontractors having a direct contract with the bidder and whose value of work would exceed \$10,000 should the bidder be awarded the contract.
    - (ii) The list will include subcontractor's name, address, and specialty.
  - e. The Bid shall contain evidence of bidder's authority and qualification to do business in the State of Indiana or covenant to obtain such qualification prior to award of the Contract. Bidder's state contractor license number for Indiana, if any, shall also be shown on the Bid Form.

**IV. TERM "OR EQUAL"**

- A. Prevailing Specifications: None
- B. Additions

1. Where the term "or equal" is used in these specifications, the Quote provider deviating from specified item shall file with his/her/its Quote a letter fully explaining and justifying his/her/its proposed article or equal. The City of South Bend shall be the sole judge in determining if the "or equal" offered meets the specification.

**V. TAX EXEMPT**

- A. Prevailing Specifications: None
- B. Additions

1. Materials and properties purchased under contract with the Owner that becomes a permanent part of the structure or facilities constructed are not subject to the Indiana Gross Retail Tax (Sales Tax). The exemption number will be furnished to the Contractor upon award.

## **VI. INDEMNIFICATION**

- A. Prevailing Specifications: None
- B. Additions

1. Contractor agrees to indemnify, defend and hold harmless the City of South Bend, its agents, officers and employees, from all costs, losses, claims and suits, including court costs, attorney fees, and other expenses, arising from or out of the negligent performance of this Contract by Contractor, or because of arising out of any defect in the goods, materials or equipment supplied by the Quote provider.

## **VII. INSURANCE**

- A. Prevailing Specifications: 2026, INDOT Standard Specifications Section 103
- B. Additions:

1. All Contractors and subcontractors doing business with the City of South Bend shall present a Certificate of Insurance showing coverage in the following minimum amount:
  - a. General Liability: Premises-Completed Operations or Products, Bodily Injury and Property Damage Combined Single Limit - \$5,000,000.
  - b. There shall be no exclusion for explosion, collapse or underground hazard.
  - c. Workmen's Compensation: Statutory State of Indiana Employer's Liability - \$100,000.
  - d. Auto Liability: Bodily Injury and Property Damage Combined Single limit - \$1,000,000.
  - e. The City of South Bend shall be named as additional insured on the Certificate of Insurance.

## **VIII. AWARD OF CONTRACT**

- A. Prevailing Specifications: 2026, INDOT Standard Specifications Section 103
- B. Additions:

1. All Quotes will remain subject to acceptance for sixty (60) calendar days after the day of the Quote opening, but the City of South Bend may, in its sole discretion, release any Quote and return the Quote security prior to that date.
2. Successful quoter from award notice will have fourteen (14) calendar days to submit a fully executed contract, Certificated of Insurance, and other require documents from either the awarded contractor and/or the subcontractors. Failure to comply within the award period may be cause for the Board of Public Works to rescind the award.
3. A fixed-fee price contract will be awarded to the bidder whose bid, conforming with all the material terms and conditions of the Bidding Documents, is lowest in price and most advantageous to the Owner, considering price, contractor's experience with historic rehabilitation, timeframe for completion of the project, and the contractor's ability to fulfill the contract. Note that there may be instances where a contractor is not the lowest quoter, but can guarantee higher quality work for a reasonable price. Awarding of contract is subject to review/approval of Indiana Department of Natural Resources Division of Historic Preservation & Archaeology.

## **IX. BONDING REQUIREMENTS**

- A. Prevailing Specifications: 2026, INDOT Standard Specifications Section 103

B. Additions:

1. The successful Bid provider shall supply the following bonds:
  - a. Payment Bond within seven (7) days of Notification of Award for an amount equal to one hundred percent (100%) of the contract amount.
  - b. Performance Bond within seven (7) days of Notification of Award for an amount equal to one hundred twenty-five percent (125%) of the contract amount.
  - c. Maintenance bond within ten (10) days of acceptance of the project by the City of South Bend, for an amount equal to ten percent (10%) of the final contract price, guaranteeing for a period of three (3) years after the date of acceptance of the project by the City of South Bend.

X. **CONTROL OF WORK**

A. Prevailing Specifications: 2026, INDOT Standard Specifications Section 105

B. Additions:

1. The complete responsibility for this project lies with the Director of Public Works of the City of South Bend, Indiana acting through his authorized representatives.
2. Construction Engineering - The Contractor shall provide all the necessary, qualified personnel, equipment and supplies to perform all work required under this item. There will be no direct payment for this item.
3. The contractor is responsible to maintain the site which includes but is not limited to; dust control, site security, erosion control, and protecting adjacent properties.
4. Work hours for the Project shall be from 7:00 a.m. through 6:00 p.m., Monday through Friday. No work shall be permitted on weekends, Holidays, or after hours unless approved by the City of South Bend Department of Public Works.

XI. **LEGAL RELATIONS**

C. Prevailing Specifications: 2026, INDOT Standard Specifications Section 107

D. Additions:

1. The Owner, where mentioned in these documents, is the City of South Bend. The Architect & Engineer, where mentioned in these documents, is **K.W. Garner Consulting & Design, Neil Hoerstman Design Shop, and Silver Creek Engineering, Inc.**
2. The Contractor shall apply for and obtain any and all required permits for the work from local, state, and federal agencies and shall comply with permit requirements, including the St. Joseph County / City of South Bend Building Department.
3. If the Contractor awarded this contract is not a resident of Indiana, within thirty days, the Contractor shall provide the Owner with proof that the Contractor is duly licensed, qualified and registered with the Secretary of State of Indiana to engage in business within the State of Indiana.
4. The Contractor shall comply with all provisions of Indiana Code 5-16-13, as amended. The Owner reserves the right to immediately terminate the public work project awarded should the Contractor be found to be in violation of any provision of Indiana Code 5-16-13 and such violation shall result in the forfeiture of Contractor's performance bond to the Owner.

XII. **PROSECUTION AND PROGRESS**

A. Prevailing Specifications: 2026, INDOT Standard Specifications Section 108

B. Additions:

1. The project will have a completion date of **July 15, 2026**. The contract time will start when the Notice to Proceed is delivered and signed.
2. The City, Engineer, and Contractor will hold a pre-construction meeting following award of the contract. The date of the Notice to Proceed will be agreed at that meeting.
3. Contractor shall provide a schedule to the Owner prior to beginning any work on the site.

**XIII. CHANGE OF CONTRACT TIME**

- A. Prevailing Specifications: 2026, INDOT Standard Specifications Section 108
- B. Additions

1. The Contract Time may only be changed by Change Order. Any Claim for an extension in the Contract Time shall be based on written notice delivered to the Department of Public Works within seven (7) calendar days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within fourteen (14) calendar days after such occurrence unless an official of the Public Works Department allows an additional period of time to ascertain more accurate data. The Contract Time will be extended in an amount equal to time lost to delays beyond the control of the Contractor if a claim is made in accordance with this provision. Such delays shall include acts of neglect by the Public Works employees, or to fires, flood, labor disputes, epidemics, abnormal weather conditions, governmental procedures, or acts of God.
2. Unless otherwise provided, the Contract time is based upon normal weather conditions. An extension is granted for weather conditions significantly more severe than normal if the Contractor demonstrates to the satisfaction of the City that the delay in the progress of the work was due to such weather. The basis to define normal weather will be the data compiled by the United States Department of Commerce, National Oceanic and Atmospheric Administration (NOAA).
3. No extension of time will be granted if the Contractor, by his/her/its own action or inaction, including fault or negligence of Contractor's subcontractors, caused the delay, or for which any remedies are provided under any other provision of this agreement.
4. The grant of an extension of time under this Section in no way constitutes a waiver by the City of any rights or remedies existing under this contract at law or in equity.

**XIV. DEFAULT AND TERMINATION**

- A. Prevailing Specifications: 2026, INDOT Standard Specifications Section 108
- B. Additions:

1. Events of Default shall include Contractor's failure to perform any of its obligations under this contract including failure to commence work at the time specified, failure to perform the work in accordance with these specifications, unauthorized discontinuation of the work, failure to carry out the work in a manner acceptable to the City, failure to observe Federal, State, or local laws or regulations, and failure to comply with any other term of this contract.
2. If an Event of Default occurs, the City shall provide Contractor written notice and may permit Contractor ten (10) calendar days after the date of the notice to cure the default. If the default is not cured within the ten (10) day cure period, the City may at any time thereafter terminate this contract in which case the termination shall be final and effective.
3. Upon an Event of Default, the City may invoke the following remedies in addition to those remedies provided under separate provisions of this contract, the right of set-off against any payments due or to become due to the Contractor against the retainage, the right to take over and complete the Work. If the City notifies Contractor that City is invoking its right to complete the Work, all rights that the Contractor has in order under Contractor's subcontracts are assigned to the City, subject to the City's right to take assignment of all or only selected subcontracts at the City's discretion. The sole obligation accepted by the City under such subcontracts is to pay for Work satisfactorily performed after the date of the assignment. In the event a conditional assignment has not been executed, the Contractor shall execute or cause to be executed any assignment, agreement, or other document that may be necessary in the sole opinion of legal counsel to the City's Board of Public Works to evidence compliance with this provision. The Contractor shall promptly deliver such documents upon the City's request. In the case of such assignment, unless otherwise agreed in writing, The Contractor remains liability to subcontractors for any payment already involved, and for any claim, suit or cause of action based upon or resulting from any error, omission, negligence or other breach of contract by the Contractor, its officers, employees, or agents arising prior to the date of assignment to the City.

**XV. LIQUIDATED DAMAGES**

- A. Prevailing Specifications: 2026, INDOT Standard Specifications Section 108

B. Additions:

1. The contractor shall proceed with the work at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract Time for completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work, and excludes the time for unavoidable delays which were beyond the control and without the fault of the Contractor.
2. If the Contractor shall fail to complete the work within the Contract Time, or extension of time granted by the Owner, then the Contractor will pay to the Owner the amount for liquidated damages a sum of five hundred dollars (\$500.00) for each calendar day that the Contractor shall remain in default after the time of completion stipulated in the Contract Documents.
3. The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following and the Contractor has promptly given written notice of such delay to the Owner and Engineer/Architect.
  - a. To any preference, priority, or allocation order duly issued by the Owner.
  - b. To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of 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 abnormal and unforeseeable weather.

**XVI. RETAINAGE AND FINAL PAYMENT**

A. Prevailing Specifications: 2026, INDOT Standard Specifications Section 109

B. Additions:

1. Payments will be made every thirty (30) calendar days.
2. Consistent with provisions of IC 36-1-12-14, the Board of Public Works shall withhold three percent (3%) of the dollar value of all work satisfactorily completed until the public work is substantially completed and the Project Completion Affidavit is approved by the Board.
3. Before final payment and retainage are released the Contractor must satisfy the following:
  - a. Final payment contingent upon the work being approved by the Indiana Department of Natural Resources, Division of Historic Preservation and Archaeology.
  - b. All parts and labor meet requirements stated in the specifications.
  - c. Provide copies of test reports or cut sheets on all materials supplied.
  - d. Provide As-Built drawings in accordance with the City of South Bend Prevailing Specifications for Public Works.
  - e. One (1) copy of the City of South Bend Completion Affidavit and one (1) copy of a Final Waiver of Lien.

**XVII. WARRANTY**

A. Prevailing Specifications: None

B. Additions

1. All Parts shall include the following:
  - a. Performance specifications
  - b. Bill of Materials
  - c. Warranties on all parts
  - d. Installation and safety requirements

**XVIII. OTHER UTILITIES**

A. Prevailing Specifications: None

B. Additions:

1. The Contractor shall verify the locations of all utilities by contacting Indiana811 by calling 811 (in Indiana) or 1-800-382-5544 (outside of Indiana), or via [www.indiana811.org](http://www.indiana811.org), at least two (2) working days, not counting Saturdays, Sundays or federal and state holidays before proceeding with construction. It shall also be the Contractor's responsibility to contact any other utility that is not contacted by Indiana811 and verify the utility locations.
2. The Contractor shall be responsible for working with the other utilities, i.e., gas electric, telephone, etc. in order to assure that all utilities that need to be replaced or relocated can be done with a minimum disturbance to service. The Contractor shall also be responsible for coordinating schedules with the various utilities such that they can proceed with their relocation work as efficiently as possible.
3. If the odor of natural gas is detected in a work area at any time during the course of work, the Contractor shall immediately notify NIPSCO at 1-800-634-3524. The Contractor shall also immediately notify the residents of adjacent properties. The Contractor shall advise the residents to evacuate their homes immediately if the odor is present within the dwelling.
4. Restoration of sprinkler systems damaged by the Contractor's operations shall be repaired by the Contractor at no additional cost to the City or the Owner of the system.

#### **XIX. MAINTENANCE OF TRAFFIC**

- A. Prevailing Specifications: 2026, INDOT Standard Specifications Sections 105 & 801
- B. Additions:
  1. Maintenance of traffic during construction shall conform to the "Indiana Manual on Uniform Traffic Control Devices" and the City of South Bend Design and Construction Standards.
  2. The "Traffic Control and Occupancy Request" form is to be used for any lane restrictions or closures and required to be filled out and sent to the Department of Public Works. The "Traffic Control and Occupancy Request" form can be found on the City of South Bend website at [southbend.in.gov](http://southbend.in.gov).
  3. The Contractor shall arrange and prosecute the work specified for this contract in such a manner that traffic on existing streets is unrestricted throughout the Project. The Engineer shall approve the method of traffic control. No construction equipment, vehicles, materials, supplies or temporary facilities shall be left unattended in the right-of-way of any street or left parked overnight without proper marking and lighting.
  4. After the award of the contract and before beginning the work, the Contractor shall submit his/her/its proposed schedule of operations for the review of the Engineer. The schedule of operations as reviewed by the Engineer shall be maintained at all times.
  5. There will be no direct payment for this work.

#### **XX. DESCRIPTION OF WORK**

- A. Prevailing Specifications: None
- B. Additions
  1. The project includes the furnishing of all equipment, material, insurance, and labor for **completing exterior restoration of the park structure primarily related to relevant masonry repairs** at 2198 S. Walnut Street with the field house facing Ewing Avenue within the City of South Bend, IN.
  2. The Contractor shall preserve and protect all surrounding property, structures, tenants, visitors and their property from damage caused by the Contractor's operations.
  3. This project is funded in part by a grant from the National Park Service's Historic Preservation Fund Program administered by the Indiana Division of Historic Preservation and Archaeology. Compliance with all applicable federal, state, and local laws, rules, and regulations is required, including: federal and state audit requirements, prohibition on lobbying activities, the Copeland Anti-Kickback Act, the Energy Policy and Conservation Act, the National Occupational Safety and Health Act, the Lead-Based Paint Poisoning Prevention Act, the Architectural Barriers Act, and Executive Orders and Department of Labor regulations regarding Equal Employment Opportunity.

#### **XXI. MASONRY**

- A. Prevailing Specifications: None
- B. Additions:

1. Contractor Selection
  - a. It is required that the masonry contractor has documented experience working on historic masonry. Bid documents must include a requirement for the contractor to list a minimum of three historic properties that they have worked on previously (see section IV of these specifications). In addition to the contractor having experience, the specific masons working on the project must have a knowledge of historic masonry and be able to demonstrate they can complete the work without causing harm to the masonry units (see required approvals below).
2. Masonry Rehabilitation
  - a. Masonry Units
    - (i) If any masonry units are so damaged or deteriorated as to warrant their replacement, the new masonry units must match the originals in terms of overall dimensions, color, texture, surface finish, and overall appearance.
  - b. Mortar
    - (i) Repointing mortar is to be formulated to be compatible with the original masonry units. The new mortar must match the original mortar in terms of aggregate size and color, composition, overall color, and joint profile and tooling. A formula for an appropriate mortar must be submitted to the DHPA for approval prior to any repointing activity. All mortar joints are to be raked out by hand to a uniform depth of approximately 3/4", or deeper if mortar is not sound at this depth.
  - c. Use of Power Tools
    - (i) Power tools such as rotary grinders are not to be used to remove the existing mortar unless a formal plan for the use of such power tools has been reviewed and approved by DHPA staff prior to the performance of any work. If power tools are permitted to be used for the removal of mortar, the DHPA will not tolerate any damage to masonry units resulting from the errant use of power tools. In the event of any masonry damage resulting from the errant use of power tools, it will be the responsibility of the subgrantee and the contractor to appropriately remedy such damage before the DHPA approves the completed project.
3. Cleaning
  - a. Surface cleaning shall be achieved using the gentlest means possible, starting with a low-pressure water rinse and hand-scrubbing using natural bristle brushes. If this does not successfully produce the desired result, a mild detergent may be used, followed by thorough low-pressure rinsing with water; this step may be repeated as needed. Harsh chemical cleaning agents are not to be used under any circumstances, nor will the use of any acids, high-pressure water washes, or abrasive blasting be permitted.
4. Masonry Coatings
  - a. Coatings, such as water repellent, are rarely recommended for historic buildings. For a coating to be approved there must be evidence that the masonry has been damaged in a way that the exterior surface has been compromised (such as previous sandblasting). Masonry coatings create an ongoing maintenance issue as they must be reapplied every 5-10 years to be effective. Should a coating be determined to be necessary, it must be a breathable water repellent to allow water within the masonry to escape and must not alter the appearance of the building.
5. Applicable Preservation Briefs can be found at <https://www.nps.gov/orgs/1739/preservation-briefs.htm>. See item #1 (Assessing Cleaning and Water-Repellent Treatments for Historic Masonry Buildings), item #2 (Repointing Mortar Joints in Historic Masonry Buildings), and item #6 (Dangers of Abrasive Cleaning to Historic Buildings).
6. Required DHPA Approvals
  - a. Mortar Removal
    - (i) The preference for mortar removal is always hand tools, but in some cases the use of power tools may be approved. Each mason who will work on mortar removal on the building must complete a demonstration area showing that they can complete the mortar removal without damaging the masonry. The location and size of the sample demonstration area(s) shall be determined by DHPA and the Principal Investigator. Grinders may be approved for use in horizontal joints but will typically not be permitted for use in vertical joints due to the high potential for over-cutting and damaging adjacent masonry units. The Principal Investigator must review the demonstration area(s) in person and photographically document the areas for submission to DHPA for final approval prior to work proceeding on the remaining project area.
  - b. New Mortar

- (i) New mortar must match the original mortar in terms of aggregate size and color, composition, overall color, and joint profile and tooling. The proposed mortar formula must be submitted to the DHPA for approval prior to any repointing activity. Additionally, a sample of the proposed mortar must be installed on the building adjacent to the historic mortar (when possible) to allow for color, texture and tooling comparison. If the building will also be cleaned as part of this project, then the new mortar should be compared to a cleaned area of the existing/historic mortar to accurately evaluate the color match. The Principal Investigator must review the sample in person and photographically document the area for submission to DHPA for final approval prior to work proceeding on the remaining project area.
- c. Masonry Cleaning
  - (i) A demonstration area testing the proposed cleaning method must be completed. The location and size of the sample demonstration area shall be determined by DHPA and the Principal Investigator. The Principal Investigator must review the demonstration area in person and photographically document the areas for submission to DHPA for final approval prior to work proceeding on the remaining project area.

## **XXII. PLANS**

- A. Prevailing Specifications: City of South Bend Design and Construction Standards
- B. Additions:
  - 1. The plans consist of **10** Sheets.
  - 2. Attachments:
    - a. FHWA 1273 Required Contract Provisions, Federal Aid Construction Contracts
  - 3. The work shall conform to the plans.
  - 4. The drawings are schematic in nature.
  - 5. The CONTRACTOR is responsible for estimating dimensions and quantities of materials.
  - 6. In the event that the Special Provisions and the Plans conflict, the Special Provisions shall govern.

## **V. DHPA REQUIREMENTS**

- A. Prevailing Specifications: Secretary of the Interior's Standards and Guidelines for the Rehabilitation of Historic Properties
- B. Additions:
  - 1. Required federal language. The bid documents (and subsequently the contract documents) must include the following language verbatim:
    - a. This project is funded in part by a grant from the U.S. Department of the Interior, National Park Service's Historic Preservation Fund Program and is being administered by the Indiana Department of Natural Resources, Division of Historic Preservation and Archaeology. Compliance with all applicable federal, state, and local laws, rules, and regulations is required.
    - b. Compliance with the applicable Secretary of the Interior's Standards and Guidelines is required.
    - c. The Indiana Department of Natural Resources, the Indiana State Auditor, the U.S. Department of the Interior, the Comptroller General of the United States, or any of their duly authorized representatives, will have access to any books, documents, papers, and records of the contractor that are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcription. Such records must be maintained for three (3) years after closeout of the contract.
    - d. No part of the money appropriated by any enactment of Congress will, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of the U.S. Congress, to favor or

oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this will not prevent officers or employees of the United States or its Departments or Agencies or employees of the State of Indiana from communicating to Members of Congress at the request of any Member, or to Congress through the proper official channels, requests for legislation or appropriations that they deem necessary for the efficient conduct of public business.

- e. The project must be carried out in compliance with the Copeland Anti-Kickback Act (18 USC 874) as supplemented in Department of Labor regulations. This act provides that each contractor will be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation of which he or she is otherwise entitled.
- f. The project must be carried out in compliance with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR 60).
- g. The project must be carried out in compliance with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- h. All contractors participating in projects receiving federal assistance must take the necessary steps to insure themselves and their personnel, and to comply with the applicable local, state, or federal safety standards including those issued pursuant to the National Occupational Safety and Health Act of 1970.
- i. Minimum standards for facilities to be used by the disabled are to be included in the project specifications to the maximum extent possible for any historic preservation construction grant (consistent with the Secretary of the Interior's Standards for Rehabilitation), as required by the Architectural Barriers Act of 1968, as amended (Public Law 90-480, 42 USC 4151 et. seq.), and Section 502 of the Rehabilitation Act of 1973 (Public Law 93-112, as amended, 29 USC 792).
- j. The project must be carried out in compliance with Section 401 of the Lead-Based Paint Poisoning Prevention Act (Public Law 91-695, 84 Stat. 2078, as amended by Public Law 93-151, 48 USC 4801 et. seq.), which prohibits the use of lead-based paint in residential structures constructed or rehabilitated with federal assistance.

## 2. Site and Other Areas

- a. All construction activities and equipment use will take place in the area boundaries as described in the plans.
- b. All staging, stockpiling, and temporary land use activities must remain on the site.
- c. If during any phase of the construction any buried human remains are disturbed, the OWNER'S REPRESENTATIVE must be contacted immediately and work stopped. The OWNER'S REPRESENTATIVE is required to contact the Department of Natural Resources within two (2) business days, per IC 14-21-1-27 upon discovery. If human remains or burials are discovered, the relevant state statutes, including IC 23-14 and IC 14-21-1, will be adhered to.
- d. If during any phase of the project activities any artifacts or burial objects are discovered, ground disturbing activities shall cease, and the OWNER'S REPRESENTATIVE shall be contacted immediately. The OWNER'S REPRESENTATIVE shall contact the Department of Natural Resources within two (2) business days, per IC 14-21-1-29 upon discovery. Adherence to Indiana Code 14-21-1-27 and 29 does not obviate the need to adhere to applicable federal statutes and regulations.

- e. Any changes or modifications to the proposed project plans will require the OWNER'S REPRESENTATIVE to submit said changes to the DHPA for review and comment prior to implementation.

**CITY OF SOUTH BEND, INDIANA**  
**CONTRACTOR'S QUOTE FOR PUBLIC WORK**



**PROJECT NAME:** Walker Field House Restoration Project – Phase 2

**PROJECT NO.** 125-044B

**QUOTES DUE** May 26, 2026 by 9:00 am Local Time

(Must be completed for all quotes. Please type or print)

Date: \_\_\_\_\_ Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_ Telephone Number: (\_\_\_\_) \_\_\_\_\_

Agent of Bidder (if Applicable): \_\_\_\_\_

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

\_\_\_\_\_ the City of South Bend, Indiana, in accordance with plans and specifications prepared by:

**The City of South Bend, Department of Public Works**

and dated \_\_\_\_\_ for the sum of (enter the Total Quote as shown on the Proposal)

\_\_\_\_\_ (\$ \_\_\_\_\_ )  
(Enter Sum of Total Quote as shown on Proposal) (Numerical)

If alternative quotes apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

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

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name of Person Signing)

**ACCEPTANCE**

The above quote is accepted this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Subject to the following conditions: \_\_\_\_\_

**BOARD OF PUBLIC WORKS**

\_\_\_\_\_  
Elizabeth A. Maradik, President

\_\_\_\_\_  
Joseph R. Molnar, Vice President

\_\_\_\_\_  
Murray L. Miller, Member

\_\_\_\_\_  
Breana Micou, Member

\_\_\_\_\_  
Abigail E. Magas, Member

\_\_\_\_\_  
Attest: Hillary R. Horvath, Clerk

## CITY OF SOUTH BEND

### EQUAL EMPLOYMENT OPPORTUNITY CONTRACTING PROVISIONS DIVERSITY UTILIZATION

It is the policy of the City of South Bend to provide equal employment and business opportunity for all persons, partnerships, companies, and corporations in accordance with the rules, regulations and guidelines of the applicable federal, state and local laws. This policy of equal employment and business opportunity shall apply to every contractor or subcontractor bidding or holding a public contract with the City of South Bend.

In furtherance of this policy, the following Equal Opportunity Clauses are hereby made a part of every construction contract entered into by the City of South Bend and all subcontractors entered into pursuant to any such contract and the bidder hereby certifies that it/he/she will abide by these provisions.

The contractor will not discriminate against any applicant or employee because of race, color, religion, sex, national origin, or handicap. The contractor will take affirmative action to ensure that all applicants or employees are treated fairly and equitably. Such action shall include but not be limited to the following: hiring, up-grading, demotion or transfer, recruitment, advertising, lay-offs or termination, rates of pay or other forms of compensation and selection for training including apprenticeship programs.

The contractor shall agree to post in conspicuous places available to employees and applicants, notices to be provided setting forth the provisions of the Non-Discrimination Clause.

The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

The contractor will send to each labor union or representative of workers with which it/he/she has a bargaining agreement or other contract or understanding, a notice to be provided, advising the labor union or worker's representatives of the contractor's commitment under this section, and shall post copies of the notices in conspicuous places available to applicants and employees.

The contractor will comply with all provisions of Executive Order 11246 (as amended by 11375) and of the rules, regulations and relevant orders of the Department of Labor.

#### **Subpart B -- Contractors' Agreements**

Sec. 202. Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereinafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:"

"(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their race, color, religion, sex or national origin. Such action will include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause."

"(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin."

"(3) The contractor will send to each labor union or representative of workers with which it/he/she has a collective bargaining agreement or other contract of understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment."

"(4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules and regulations, and relevant orders of the Secretary of Labor."

"(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders."

"(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, in this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked\* as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law."

"(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency

may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

*\* Corrected to read "invoked". In the original text the word "involved" was printed in error.*



4. Contractor does not knowingly employ or contract with an unauthorized alien, nor retain any employee or contract with a person that the Contractor subsequently learns is an unauthorized alien. Contractor agrees that he/she/it shall enroll in and verify the work eligibility status of all of Contractor's newly hired employees through the E-Verify Program as defined by I.C. 22-5-1.7-3. Contractor's documentation of enrollment and participation in the E-Verify Program is included and attached as part of this bid/quote; and

5. Contractor shall require his/her/its subcontractors performing work under this public contract to certify that the subcontractors do not knowingly employ or contract with an unauthorized alien, nor retain any employee or contract with a person that the subcontractor subsequently learns is an unauthorized alien, and that the subcontractor has enrolled in and is participating in the E-Verify Program. The Contractor agrees to maintain this certification throughout the term of the contract with the City of South Bend, and understands that the City may terminate the contract for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the City.

6. Persons, firms, partnerships, corporations, associations, or joint venturers awarded a contract by the City of South Bend through its agencies, boards, or commissions shall not discriminate against any employee or applicant for employment in the performance of a City contract with respect to hire, tenure, terms, conditions, or privileges of contract or employment, or any matter directly or indirectly related to contracting or employment because of race, sex, religion, color, national origin, ancestry, gender expression, gender identity, sexual orientation, or due to age or disability that does not affect that person's ability to perform the work.

In awarding contracts for the purchase of work, labor, services, supplies, equipment, materials, or any combination of the foregoing including, but not limited to, public works contracts awarded under public bidding laws or other contracts in which public bids are not required by law, the City, its agencies, boards, or commissions will consider the Contractor's good faith efforts to obtain participation by those subcontractors certified by the State of Indiana as a Minority Business ("MBE") or as a Women's Business Enterprise ("WBE") as a factor in determining the lowest, responsible, responsive bidder.

Contractors seeking the award of a City contract cannot be required to award a subcontract to an MWBE; however, they may not unlawfully discriminate against said MBE/WBE. On goal-eligible contracts, Contractors are required to either meet both MBE and WBE utilization goals or demonstrate that the Contractor has made good faith efforts to obtain participation from MBE and WBE subcontractors. A finding of noncompliance or a discriminatory practice shall prohibit that Contractor from being awarded a City contract for a period of one (1) year from the date of such determination, and such determination may also be grounds for terminating the contact to which the discriminatory practice or noncompliance pertains.

7. The undersigned Contractor agrees that the following nondiscrimination commitment shall be made a part of any contract which it may henceforth enter into with the City of South Bend, Indiana or any of its agencies, boards or commissions.

Contractor agrees not to discriminate against or intimidate any employee or applicant for employment in the performance of this contract with privileges of employment, or any matter directly or indirectly related to employment, because of race, religion, color, sex, gender expression, gender identity, sexual orientation, handicap, national origin or ancestry. Breach of this provision may be regarded as material breach of contract.

I, the undersigned bidder or agent as contractor on a public works project, understand my statutory obligations to the use of steel products or foundry products made in the United States (I.C. 5-16-8-1). I hereby certify that I and all subcontractors employed by me for this project will use steel products or foundry products made in the United States on this project if awarded. I understand I have an affirmative duty to notify the City in my bid that my proposal does not include the use of steel products or foundry products made in the United States. I understand it is my sole obligation and responsibility to provide a justification to the City, subject to review and approval, why the cost of United States made steel or foundry products is unreasonable. Prior to award and upon submission of bid which does not use steel products or foundry products made in the United States, the City, through its director of public works, shall make a determination if the price of United States made steel or foundry is unreasonable. I understand that violations hereunder may result in forfeiture of contractual payments.

\*\*\*

I hereby affirm under the penalties of perjury that the facts and information contained in the foregoing bid for public works are true and correct.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Contractor/Bidder (Firm)

\_\_\_\_\_  
Signature of Contractor/Bidder or Its Agent

\_\_\_\_\_  
Printed Name and Title

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
Notary Public

County of Residence \_\_\_\_\_



## QUOTE/PROPOSAL CITY OF SOUTH BEND

**PROJECT NAME** Walker Field House Restoration Project – Phase 2

**PROJECT NO.** 125-044B

**QUOTES DUE** May 26, 2026 by 9:00 am Local Time

Base Quote

Item No.	Description	Quantity	Unit	Unit Price	Total Amount
1	Install concrete piers & prep for steel archways, install steel gate hinges, tuckpoint where needed, remove paint, clean & replace lintels where noted in the Plans and Specifications.	1	LS		\$
<b>Total Amount of Quote</b>					\$

Alternate #1

Item No.	Description	Quantity	Unit	Unit Price	Total Amount
1	Install courtyard steel archways, where noted in the Plans and Specifications.	1	LS		\$
<b>Total Amount of Quote</b>					\$

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_ Telephone Number: (     ) \_\_\_\_\_

Fax Number: (     ) \_\_\_\_\_

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name of Person Signing)

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

**II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)**

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### **6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurances Required:**

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov). The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov), refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

## 2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

### 3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements (1) Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements (1) Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker ( e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature*. The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification*. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention*. The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents*. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers*. The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements*. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures*. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

#### **4. Apprentices and equal employment opportunity (29 CFR 5.5)**

a. *Apprentices* (1) *Rate of pay*. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits*. Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio*. The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates*. Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity*. The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

**6. Subcontracts.** The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

**9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.** a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

**11. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

## V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

\* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

### 3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

**4. Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

**5. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

### VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

## **VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

## **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

**IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)**

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

**X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

**1. Instructions for Certification – First Tier Participants:**

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

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**2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

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**3. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

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#### **4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

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#### **XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

#### **XII. USE OF UNITED STATES-FLAG VESSELS:**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

# WALKER PARK FIELDHOUSE

2198 S. WALNUT STREET, SOUTH BEND, IN



PROJECT:  
WALKER PARK  
FIELDHOUSE

LOCATION:  
2198 S. WALNUT ST.  
SOUTH BEND, IN 46613

REVISION      DATE

NOTES:

DATE:      03-16-2026

PROJECT NO      20-005

DRAWN BY:      NH

COVER

**A0.0**



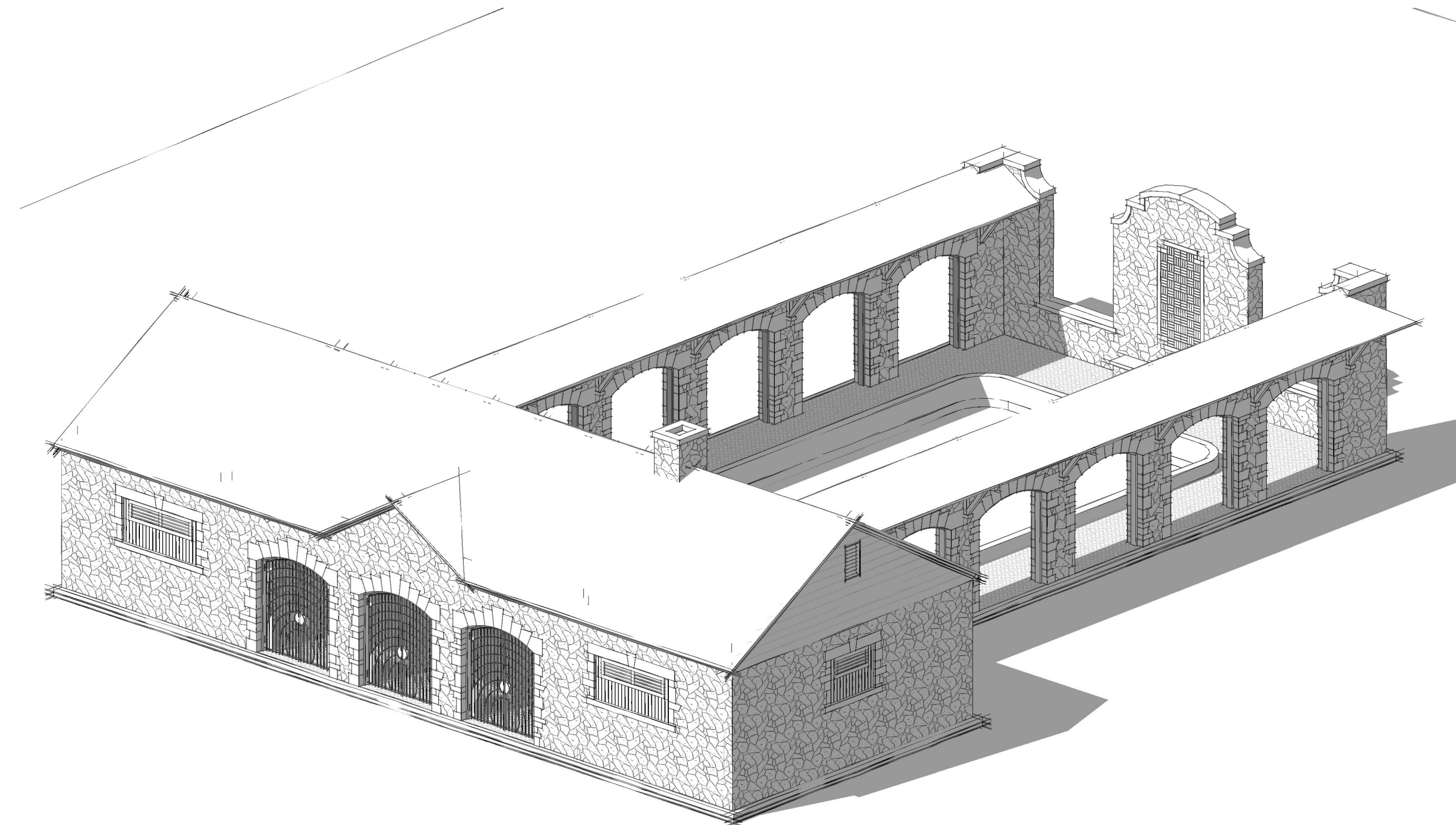
**2 SOUTH PERSPECTIVE**

SCALE:



**1 NORTH PERSPECTIVE**

SCALE:



## MASONRY PAINT REMOVAL NOTES

- MASONRY CLEANERS SHALL BE IN ACCORDANCE WITH THE NATIONAL PARK SERVICE U.S. DEPARTMENT OF THE INTERIOR RESOURCES PRESERVATION BRIEF 1, "THE CLEANING AND WATERPROOF COATING OF MASONRY BUILDINGS", AND PRESERVATION BRIEF 6 "DANGERS OF ABRASIVE CLEANING TO HISTORIC BUILDINGS", AND IN COMPLIANCE WITH THE GUIDELINES SET FORTH BY THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION.
- DO NOT REMOVE PAINT WHEN THERE IS A POTENTIAL TO FREEZE FOR A MINIMUM OF 30 DAYS AFTER CLEANING.
- A TEST AREA OF 12" X 12" IN AN INCONSPICUOUS AREA SHALL BE APPROVED BY THE OWNER AND ARCHITECT PRIOR TO FURTHER COMPLETION OF PAINT REMOVAL.
- PRIOR TO PAINT REMOVAL ENSURE ALL MORTAR JOINTS ARE SOUND AND THE BUILDING IS WATERTIGHT.
- EACH METHOD SHALL CONSIDER TESTING REQUIREMENTS, ENVIRONMENTAL CONSIDERATIONS, AND SAFETY CONSIDERATIONS AS RECOMMENDED BY THE MANUFACTURER.
- UTILIZE LEAST INVASIVE METHOD FOR CLEANING:
  - METHOD 1 - WATER WASH WITH LOW TO MEDIUM PRESSURE WATER (100 - 300 PSI) - SCRUB WITH NATURAL OR SYNTHETIC BRISTLE BRUSH. \*NEVER USE METAL BRISTLE BRUSH\*
  - METHOD 2 - WATER WASHING WITH DETERGENTS - WATER WASH WITH LOW TO MEDIUM PRESSURE AND USE NON-IONIC DETERGENTS.
    - IGEPAL BY GAF
    - TERGITOL BY UNION CARBIDE
    - TRITON BY ROHM & HASS
    - OR SIMILAR PRODUCT
  - METHOD 3 - STEAM / HOT PRESSURIZED WATER CLEANING AT LOW PRESSURE.
  - METHOD 4 - CHEMICAL CLEANERS USING THE MANUFACTURER RECOMMENDED APPLICATIONS, AND A WATER WASH TO FOLLOW. PROVIDE A TEST AREA FOR EACH PRODUCT AND METHOD.
    - ALKALINE PAINT REMOVERS
    - ORGANIC SOLVENT PAINT REMOVERS
    - OR PRODUCT APPROVED FOR USE ON HISTORIC STRUCTURES
  - METHOD 5 - ABRASIVE AND MECHANICAL CLEANING - GENERALLY NOT APPROPRIATE FOR USE ON HISTORIC MASONRY BUILDINGS. FURTHER CONSULTATIONS WITH OWNER AND ARCHITECT SHOULD BE CONDUCTED PRIOR TO ATTEMPTING THIS METHOD OF PAINT REMOVAL.

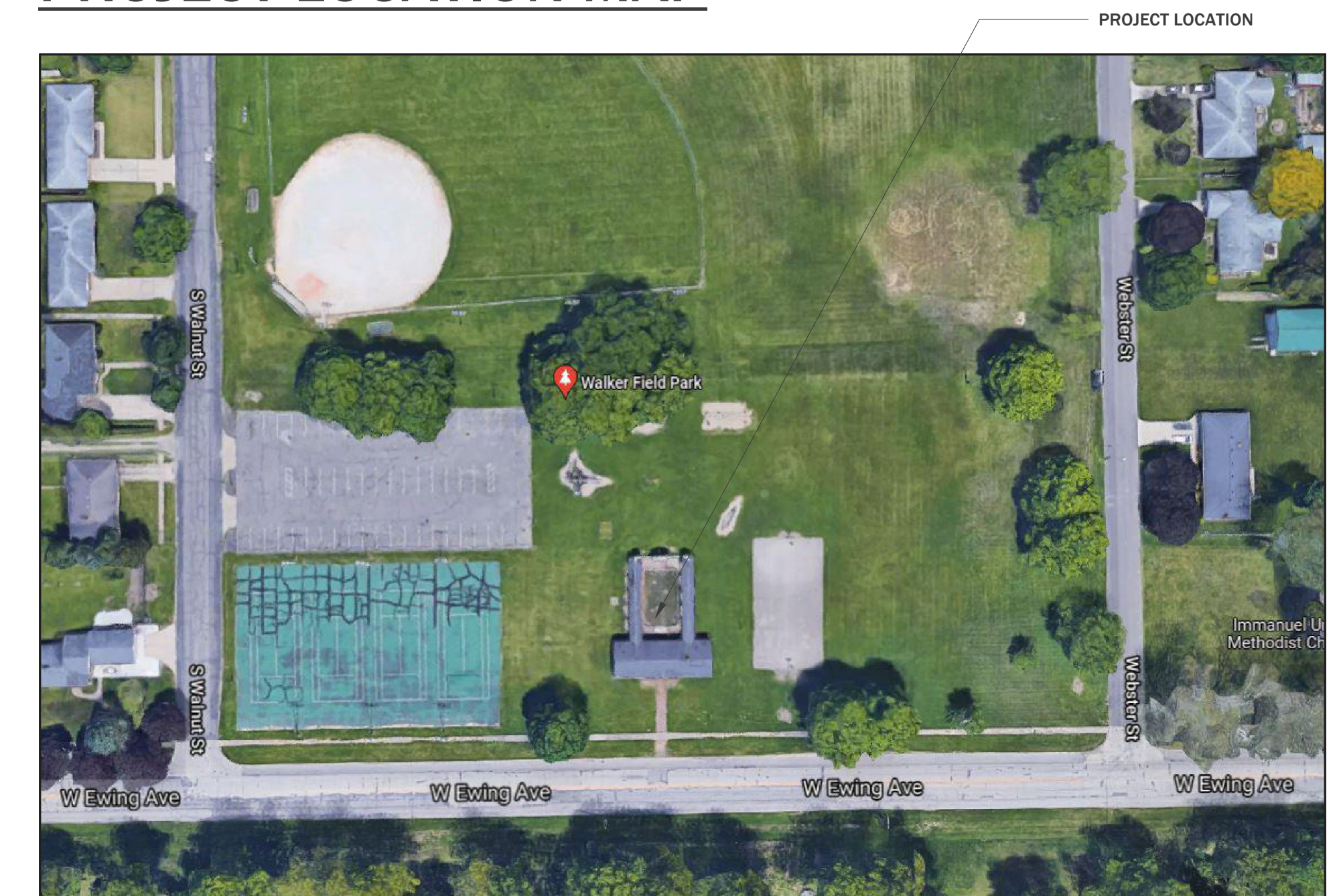
## NON-STRUCTURAL STEEL GENERAL NOTES

- REFER TO STRUCTURAL DRAWINGS FOR STRUCTURAL STEEL NOTES AND SPECIFICATIONS.
- NON-STRUCTURAL STEEL SHALL CONFORM TO THE FOLLOWING:
  - ROLLED SHAPES - ASTM A572, GRADE 50.
- ALL STEEL SHALL BE DETAILED, FABRICATED AND ERECTED IN ACCORDANCE TO THE - ASTM A500, GRADE B WITH AISC ALLOWABLE STRESS DESIGN NINTH EDITION.
- ALL BOLTED CONNECTIONS SHALL BE MADE WITH 3/4" A235 BOLTS. ALL BOLTED CONNECTIONS SHALL BE DESIGNED AS BEARING -TYPE WITH THREADS INCLUDED IN SHEAR PLANE.
- ALL SHOP AND FIELD WELDS SHALL BE MADE WITH E70 ELECTRODES.
- ALL STEEL SHALL BE PAINTED - SEE GENERAL PAINTING NOTES

## PAINT GENERAL NOTES

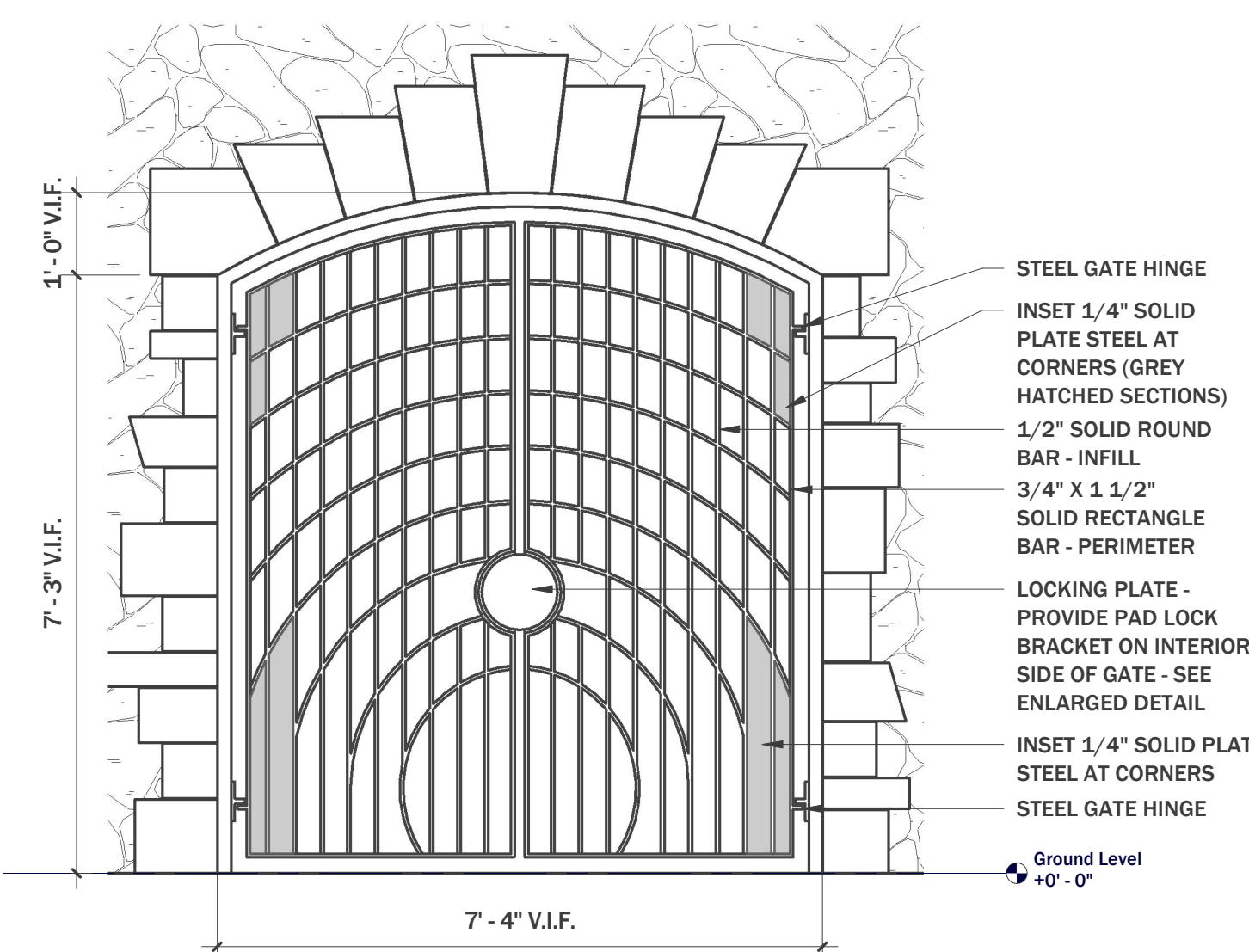
- STORE AND HANDLE PAINT PRODUCTS IN COMPLIANCE WITH MANUFACTURER'S WRITTEN INSTRUCTIONS AND RECOMMENDATIONS.
- MAINTAIN ENVIRONMENTAL CONDITIONS (TEMPERATURE, HUMIDITY, AND VENTILATION) WITHIN LIMITS RECOMMENDED BY MANUFACTURER FOR OPTIMUM RESULTS. DO NOT INSTALL PRODUCTS UNDER ENVIRONMENTAL CONDITIONS OUTSIDE MANUFACTURER'S RECOMMENDED LIMITS.
- PROVIDE MANUFACTURER'S STANDARD LIMITED WARRANTY.
- DO NOT BEGIN INSTALLATION UNTIL SUBSTRATES HAVE BEEN PROPERLY CONSTRUCTED AND PREPARED.
- PREPARE SURFACES USING THE METHODS RECOMMENDED BY THE MANUFACTURER FOR ACHIEVING THE BEST RESULT FOR THE SUBSTRATE UNDER THE PROJECT CONDITIONS.
- INSTALL IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS, APPROVED SUBMITTALS AND IN PROPER RELATIONSHIP WITH ADJACENT CONSTRUCTION.
- CLEAN PRODUCTS IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
- TOUCH-UP, REPAIR OR REPLACE DAMAGED PRODUCTS BEFORE SUBSTANTIAL COMPLETION.
- PROVIDE MINIMUM TWO COATS OF ENAMEL TOP COAT OVER ONE COATE OF RUST INHIBITIVE PROTECTIVE PRIMER

## PROJECT LOCATION MAP



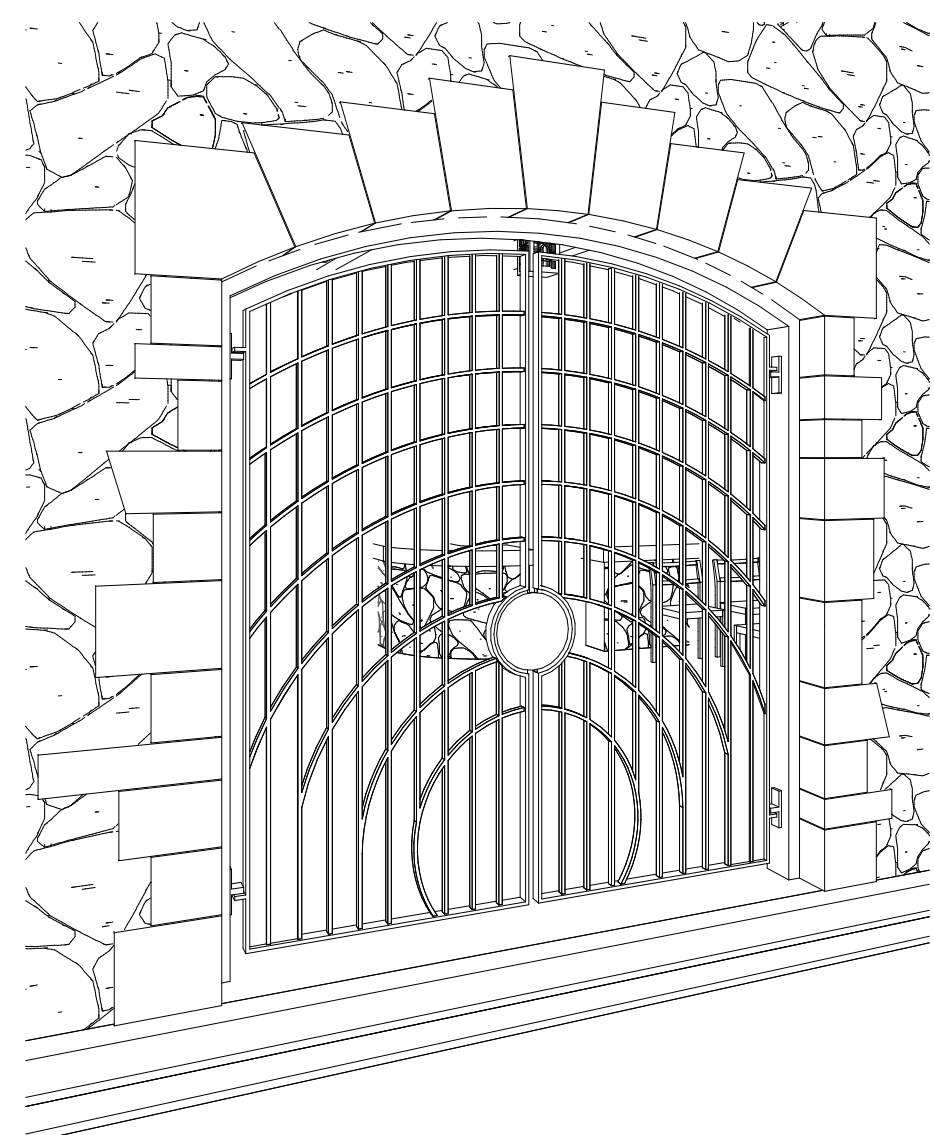
SHEET LIST	
A0.0	COVER
A2.1	FLOOR PLAN
A3.1	ELEVATIONS
A3.2	ELEVATIONS





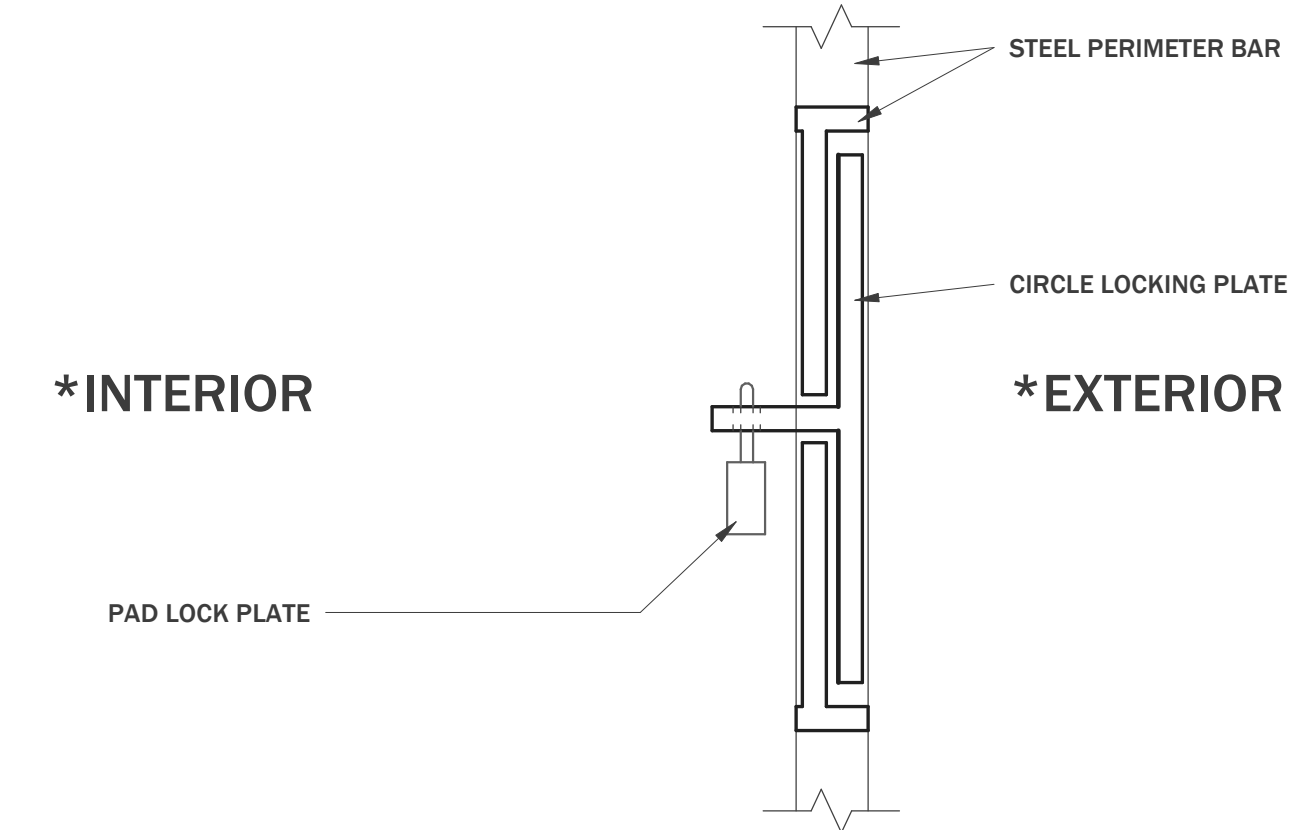
**4 PAVILION ARCHWAY GATE**

SCALE: 1/2" = 1'-0"



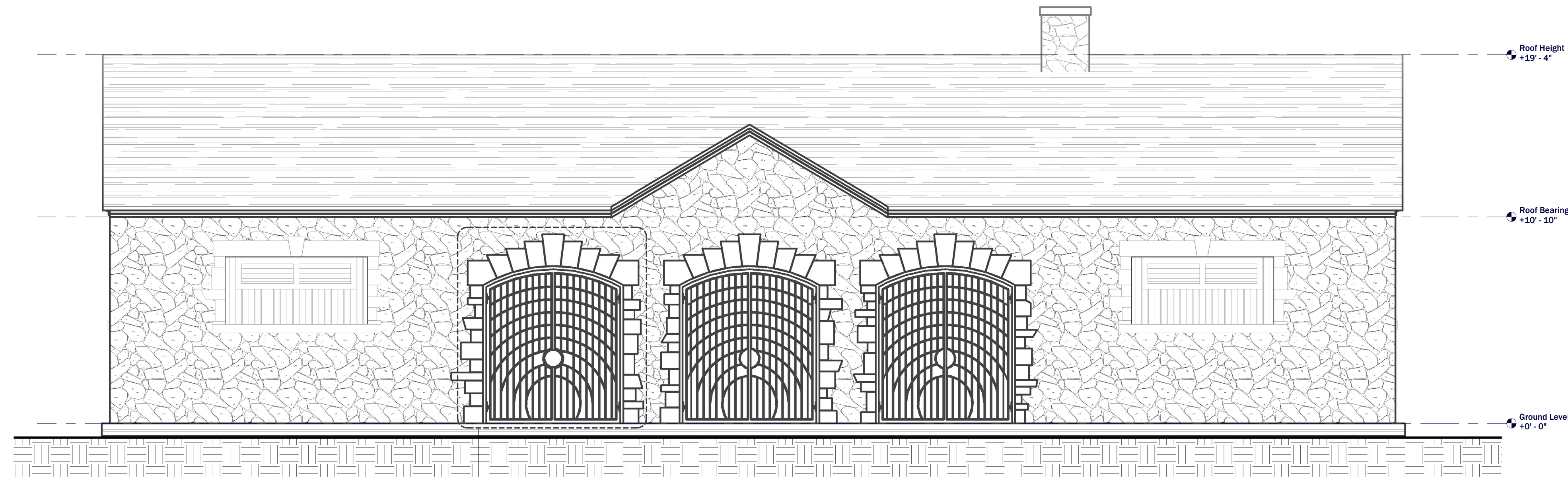
**3 PAVILION ARCHWAY 3D**

SCALE:



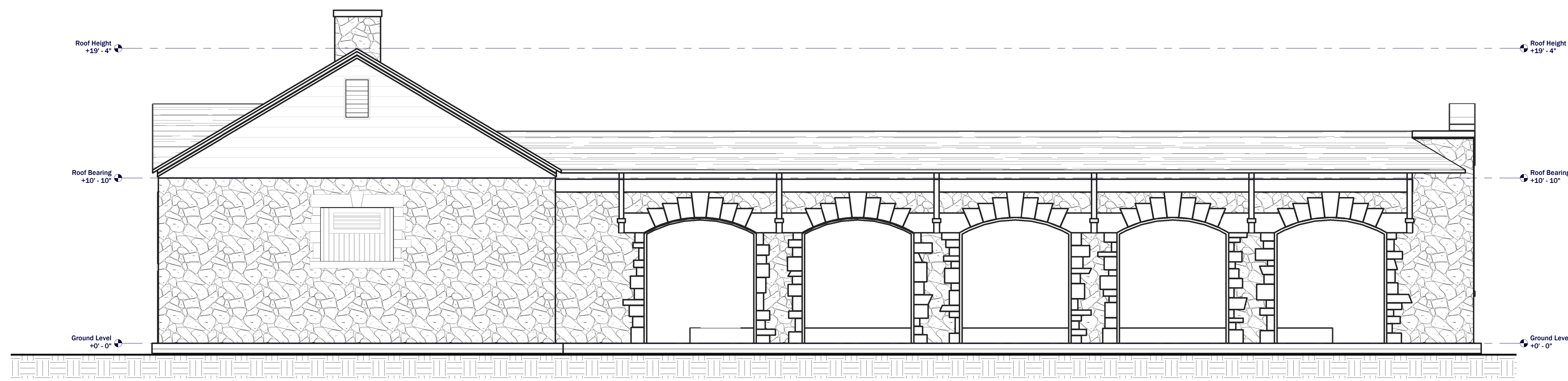
**5 GATE LOCK DETAIL**

SCALE: 3" = 1'-0"



**2 SOUTH ELEVATION**

SCALE: 1/4" = 1'-0"



**1 EAST ELEVATION**

SCALE: 1/4" = 1'-0"



PROJECT:  
WALKER PARK  
FIELDHOUSE

LOCATION:  
2198 S. WALNUT ST.  
SOUTH BEND, IN 46613

REVISION	DATE

NOTES:

DATE: 03-16-2026  
PROJECT NO: 20-005  
DRAWN BY: NH



# GENERAL NOTES

**GENERAL**

1. VERIFY ALL EXISTING DIMENSIONS, ELEVATIONS AND CONDITIONS BEFORE PROCEEDING WITH NEW CONSTRUCTION. NOTIFY THE ENGINEER OF ANY DISCREPANCIES BEFORE PROCEEDING WITH WORK IN THE AREA UNDER QUESTION.
2. THE STRUCTURAL DRAWINGS ARE NOT TO BE SCALED FOR THE DETERMINATION OF QUANTITIES, LENGTHS OF FIT OR MATERIALS.
3. THE CONTRACT STRUCTURAL DRAWINGS AND SPECIFICATIONS REPRESENT THE FINISHED STRUCTURE. UNLESS NOTED OTHERWISE, THEY DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE ALL MEASURES NECESSARY TO PROTECT THE STRUCTURE, WORKMEN, AND ALL OTHER PERSONS DURING CONSTRUCTION.
4. THE CONTRACTOR SHALL PROVIDE TEMPORARY ERECTION BRACING AND SHORING OF ALL STRUCTURAL WORK AS REQUIRED FOR THE STABILITY OF THE STRUCTURE DURING ALL PHASES OF CONSTRUCTION.
5. ANY DEVIATION FROM, ADDITION TO, SUBSTITUTION FOR, OR MODIFICATION TO THE STRUCTURE OR ANY PART OF THE STRUCTURE SHOWN ON THESE DRAWINGS SHALL BE SUBMITTED IN WRITING TO THE STRUCTURAL ENGINEER OF RECORD FOR REVIEW.
6. THERE SHALL BE NO VERTICAL OR HORIZONTAL SLEEVES SET, OR HOLES CUT OR DRILLED IN ANY JOIST, BEAM OR COLUMN UNLESS IT IS SHOWN ON THE STRUCTURAL DRAWINGS OR APPROVED BY THE STRUCTURAL ENGINEER IN WRITING.
7. THE EXISTING BUILDING HAS NOT BEEN EVALUATED TO DETERMINE COMPLIANCE WITH THE CURRENT BUILDING CODE.

**CONCRETE**

1. THE MIXING, HANDLING, PLACING, AND CURING OF CONCRETE SHALL BE IN ACCORDANCE WITH THE ACI "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE" (ACI 318).
2. ALL CONCRETE WORK SHALL BE PERFORMED IN ACCORDANCE WITH ACI 301, ACI 318 AND ACI 306. DO NOT PLACE DURING RAIN, SLEET, OR SNOW WITHOUT ADEQUATE PROTECTION.
3. CONTRACTOR SHALL FURNISH A MIX DESIGN FOR EACH CLASS OF CONCRETE SPECIFIED.
4. FLY ASH MEETING ASTM C618 TYPE C WITH MAXIMUM LOSS ON IGNITION OF 1.5 PERCENT AND THE MAXIMUM AMOUNT RETAINED WHEN WET-SIEVED ON NO. 325 SIEVE OF 30 PERCENT, MAY BE USED AS A POUND-FOR-POUND SUBSTITUTE FOR CEMENT WITH A MAXIMUM OF 20 PERCENT BY WEIGHT.
5. SYNTHETIC FIBER SLAB REINFORCEMENT SHALL BE VIRGIN (NON-RECYCLED) POLYESTER FIBERS, 3/4" LONG. USE IN STRICT ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS.
6. ALL CONCRETE EXPOSED TO WEATHER SHALL BE AIR ENTRAINED EXCEPT SLABS WITH A TROWELED FINISH.

**CONCRETE SCHEDULE**

CLASS	28 DAY COMPRESSIVE STRENGTH	AIR CONTENT	CONCRETE PLACEMENT
A	4000 PSI	OPTIONAL	SIDEWALKS/SLABS
B	3000 PSI	6% ± 1%	FOOTINGS, PIERS

**NOTES :**

1. ANY CONCRETE NOT INDICATED IN THE SCHEDULE SHALL BE CLASS A.

**POST-INSTALLED ANCHORS**

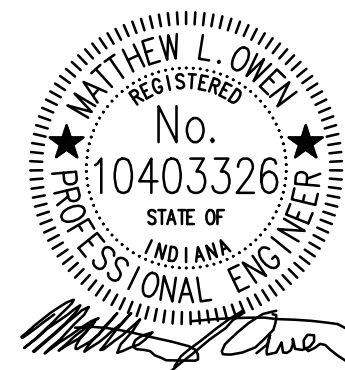
1. POST-INSTALLED ANCHORS SHALL ONLY BE USED WHERE SPECIFIED ON THE CONSTRUCTION DOCUMENTS. THE CONTRACTOR SHALL OBTAIN APPROVAL FROM THE ENGINEER-OF-RECORD PRIOR TO INSTALLING POST-INSTALLED ANCHORS IN PLACE OF MISSING OR MISPLACED CAST-IN-PLACE ANCHORS. CARE SHALL BE TAKEN IN PLACING POST-INSTALLED ANCHORS TO AVOID CONFLICTS WITH EXISTING REBAR. HOLES SHALL BE DRILLED AND CLEANED IN ACCORDANCE WITH THE MANUFACTURER'S WRITTEN INSTRUCTIONS. SUBSTITUTION REQUESTS, FOR PRODUCTS OTHER THAN THOSE SPECIFIED ON DRAWINGS, SHALL BE SUBMITTED BY THE CONTRACTOR TO THE ENGINEER-OF-RECORD ALONG WITH CALCULATIONS THAT ARE PREPARED & SEALED BY A REGISTERED PROFESSIONAL ENGINEER LICENSED IN THE STATE WHERE THE PROJECT IS LOCATED. THE CALCULATIONS SHALL DEMONSTRATE THAT THE SUBSTITUTED PRODUCT IS CAPABLE OF ACHIEVING EQUIVALENT PERFORMANCE VALUES (MINIMUM) OF THE SPECIFIED PRODUCT USING THE APPROPRIATE DESIGN PROCEDURE AND/OR STANDARD(S) AS REQUIRED BY THE BUILDING CODE. SUBSTITUTIONS WILL BE EVALUATED BY THEIR HAVING AN ICC ESR SHOWING COMPLIANCE WITH THE RELEVANT BUILDING CODE FOR SEISMIC USES, LOAD RESISTANCE, INSTALLATION CATEGORY, AND AVAILABILITY OF COMPREHENSIVE INSTALLATION INSTRUCTIONS. ADHESIVE ANCHOR EVALUATION WILL ALSO CONSIDER CREEP, IN-SERVICE TEMPERATURE AND INSTALLATION TEMPERATURE. CONTACT ANCHOR SUPPLIER FOR PRODUCT RELATED QUESTIONS AND AVAILABILITY.
2. ADHESIVE FOR REBAR AND ANCHORS SHALL HAVE BEEN TESTED IN ACCORDANCE WITH ACI 355.4 AND ICC-ES AC308 FOR CRACKED CONCRETE AND SEISMIC APPLICATIONS. DESIGN ADHESIVE BOND STRENGTH HAS BEEN BASED ON ACI 355.4 TEMPERATURE CATEGORY B WITH INSTALLATIONS INTO DRY HOLES DRILLED USING A CARBIDE BIT INTO CRACKED CONCRETE THAT HAS CURED FOR AT LEAST 21 DAYS. ADHESIVE ANCHORS REQUIRING CERTIFIED INSTALLATIONS SHALL BE INSTALLED BY A CERTIFIED ADHESIVE ANCHOR INSTALLER PER ACI 318-11 D.9.2.2. INSTALLATIONS REQUIRING CERTIFIED INSTALLERS SHALL BE INSPECTED PER ACI 318-11 D.9.2.4.
3. INSTALL ANCHORS PER THE MANUFACTURER INSTRUCTIONS, AS INCLUDED IN THE ANCHOR PACKAGING.
4. ANCHOR CAPACITY IS DEPENDENT UPON SPACING BETWEEN ADJACENT ANCHORS AND PROXIMITY OF ANCHORS TO EDGE OF CONCRETE. INSTALL ANCHORS IN ACCORDANCE WITH SPACING AND EDGE CLEARANCES INDICATED ON THE DRAWINGS.

**STRUCTURAL STEEL**

1. STRUCTURAL STEEL CONSTRUCTION SHALL CONFORM TO THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION "SPECIFICATION FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL BUILDINGS". ALL WIDE FLANGE STRUCTURAL STEEL SHAPES SHALL COMPLY WITH THE REQUIREMENTS OF ASTM SPECIFICATION A992, Fy = 50 KSI. ALL HOLLOW STRUCTURAL SECTIONS SHALL COMPLY WITH THE REQUIREMENTS OF ASTM SPECIFICATION A500, Fy = 46 KSI. STRUCTURAL STEEL ANGLES, CHANNELS, BARS, AND PLATES SHALL COMPLY WITH THE REQUIREMENTS OF ASTM SPECIFICATION A36, Fy = 36 KSI.
2. BURNING OF HOLES IN STRUCTURAL STEEL SHALL NOT BE ALLOWED WITHOUT THE APPROVAL OF THE ENGINEER.
3. WELDING, BOTH SHOP AND FIELD, SHALL BE ACCOMPLISHED BY WELDERS CERTIFIED FOR THE WELD TYPES AND POSITIONS INVOLVED ACCORDING TO THE "STRUCTURAL WELDING CODE" A.W.S. D1.1. USE ONLY E-70XX SHIELDED ARC ELECTRODES OF STRUCTURAL TYPE.
4. GROUT UNDER COLUMN BASE PLATES SHALL BE HIGH-STRENGTH, NONMETALLIC, AND NON-SHRINK.
5. FABRICATE SIMPLE SPAN BEAMS WITHOUT SPECIFIED CAMBERS SO THAT AFTER ERECTION ANY MINOR CAMBER DUE TO ROLLING OR SHOP ASSEMBLY SHALL BE UPWARD.
6. THE ERECTOR SHALL SPOT PAINT IN THE FIELD, ALL ABRASIONS TO THE SHOP COAT, BOLTS, AND FIELD WELDS USING THE SAME PAINT AS THE SHOP COAT.
7. ALL STRUCTURAL STEEL SHALL BE CLEANED BEFORE ERECTION.
8. ERECTION TOLERANCES SHALL BE IN ACCORDANCE WITH CHAPTER 'M' OF THE AISC CODE.
9. ALL LOADS SHOWN ON THE STRUCTURAL DRAWINGS ARE (UNFACTORED) SERVICE LOADS FOR ALLOWABLE STRESS DESIGN (ASD).

**REINFORCING STEEL**

1. ALL REINFORCING STEEL BENDS, HOOKS, LAP SPLICES, AND MINIMUM CONCRETE COVER SHALL CONFORM TO THE ACI "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE" (ACI 318) UNLESS OTHERWISE INDICATED.
2. ALL REINFORCING STEEL SHALL BE SUPPORTED AND SECURED AGAINST DISPLACEMENT IN ACCORDANCE WITH CONCRETE REINFORCING STEEL INSTITUTE'S "MANUAL OF STANDARD PRACTICE".
3. SLAB BOLSTERS, HIGH CHAIRS, BEAM BOLSTERS, AND ALL OTHER ACCESSORIES IN CONTACT WITH THE FORMS FOR EXPOSED CONCRETE, BOTH INTERIOR AND EXTERIOR, SHALL BE PLASTIC TIPPED. SUCH ACCESSORIES SHALL HAVE TURNED-UP LEGS.
4. DETAILS OF FABRICATION AND PLACING OF REINFORCEMENT NOT SHOWN ON THESE PLANS SHALL FOLLOW THE CURRENT ISSUE OF THE "MANUAL OF STANDARD PRACTICE FOR DETAILING REINFORCED CONCRETE STRUCTURES" AS ADOPTED BY THE AMERICAN CONCRETE INSTITUTE.
5. ALL CONCRETE REINFORCEMENT MATERIALS SHALL BE NEW, FREE FROM RUST, AND COMPLYING WITH THE FOLLOWING REFERENCE STANDARDS:
  - A. ALL REINFORCING BARS: ASTM A-615, GRADE 60
6. CONCRETE REINFORCING SHALL HAVE THE FOLLOWING PROTECTION:
  - A. CONCRETE POURED AGAINST EARTH.....3" CLEAR
  - B. CONCRETE POURED IN FORMS BUT EXPOSED TO WEATHER OR IN CONTACT WITH THE GROUND:
    1. FOOTINGS.....2" CLEAR
    2. WALLS.....1-1/2" CLEAR (#5 BARS AND SMALLER), 2" CLEAR (#6 BARS AND LARGER).
  - C. CONCRETE NOT EXPOSED TO WEATHER OR IN CONTACT WITH THE GROUND:
    1. WALLS.....1-1/2" CLEAR
    2. SLABS.....1-1/2" CLEAR
    3. BEAMS, COLUMNS (STIRRUPS, TIES, SPIRALS).....1-1/2" CLEAR



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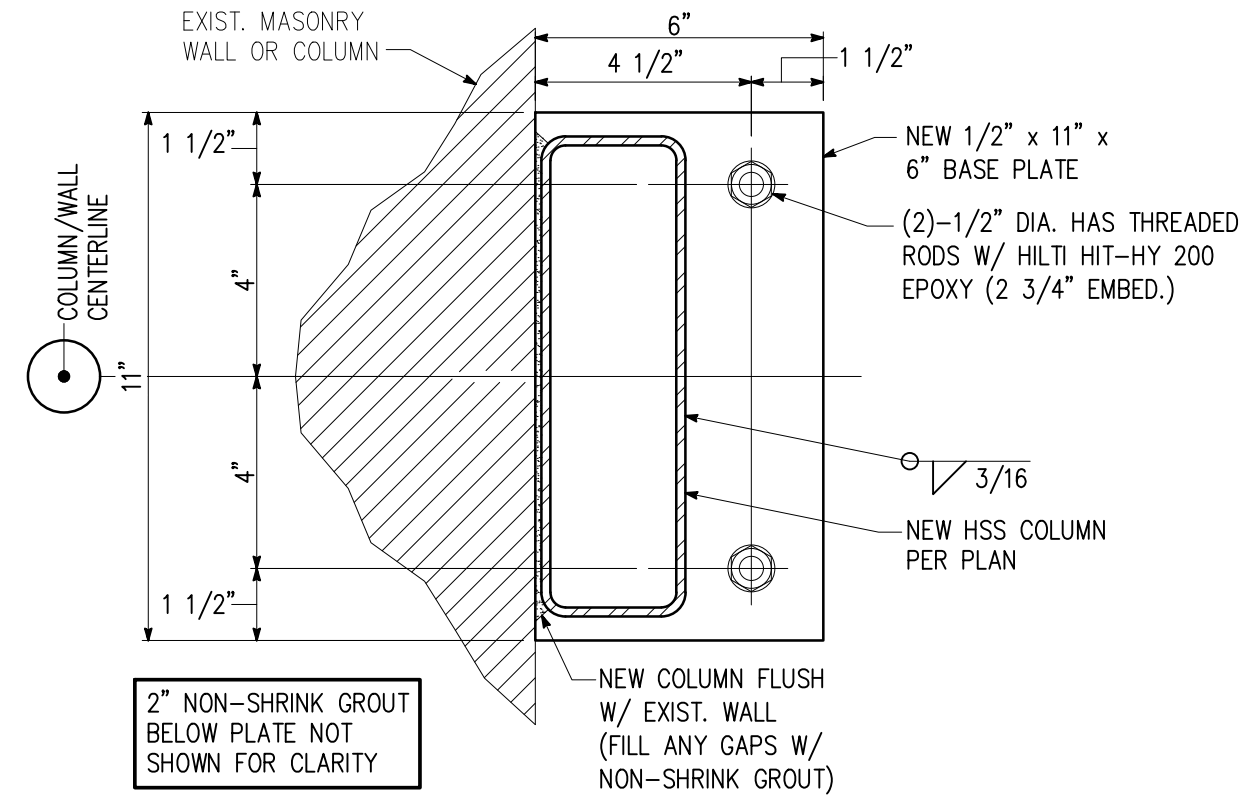
APPROVED BY:

REVISIONS:

CUSTOMER:  
 HOERSTMAN DESIGN SHOP  
 681 WOODRUFF PLACE MIDDLE DR.  
 INDIANAPOLIS, IN 46201

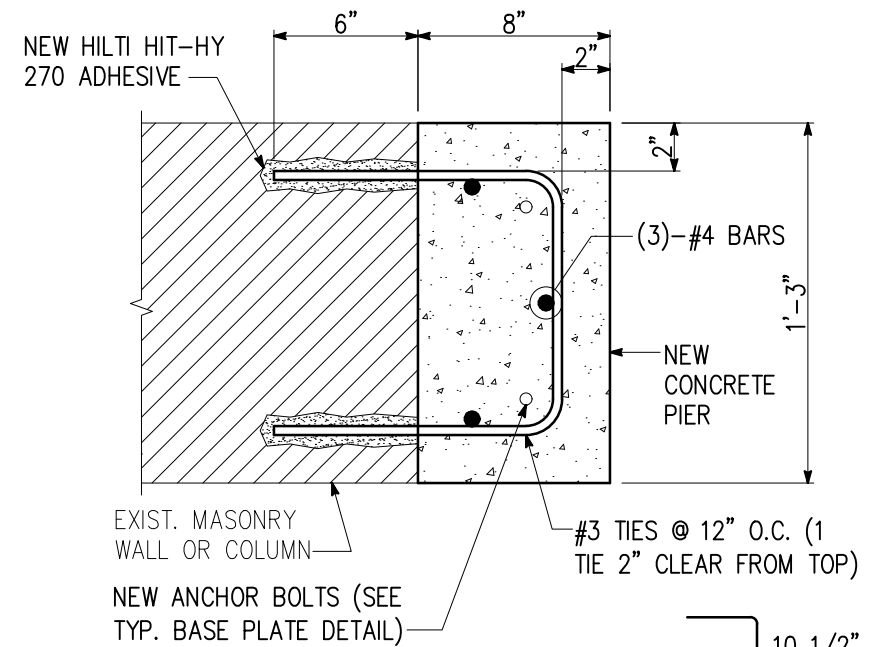
DRAWING TITLE:  
 WALKER PARK FIELDHOUSE  
 2198 S. WALNUT ST., SOUTH BEND, IN  
 GENERAL NOTES

DESIGNED BY: MLO	DATE: 3-16-26
DRAWN BY: TJS	JOB NO.: 21448
CHECKED BY: MLO	DWG. NO.: 1



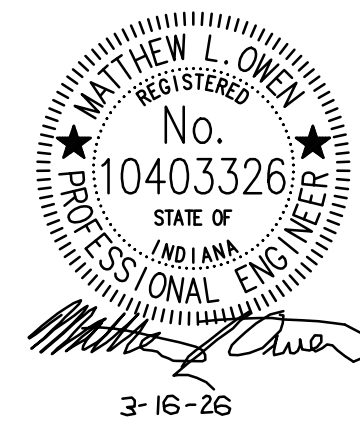
**TYP. BASE PLATE DETAIL**

3" = 1'-0"



**TYP. PIER DETAIL**

1 1/2" = 1'-0"



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DRAWING TITLE:  
 WALKER PARK FIELDHOUSE  
 2198 S. WALNUT ST., SOUTH BEND, IN  
 TYPICAL DETAILS

DESIGNED BY: MLO	DATE: 3-16-26
DRAWN BY: TJS	JOB NO.: 21448
CHECKED BY: MLO	DWG. NO.: 2



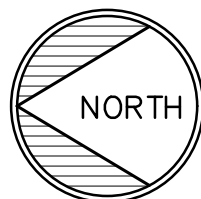
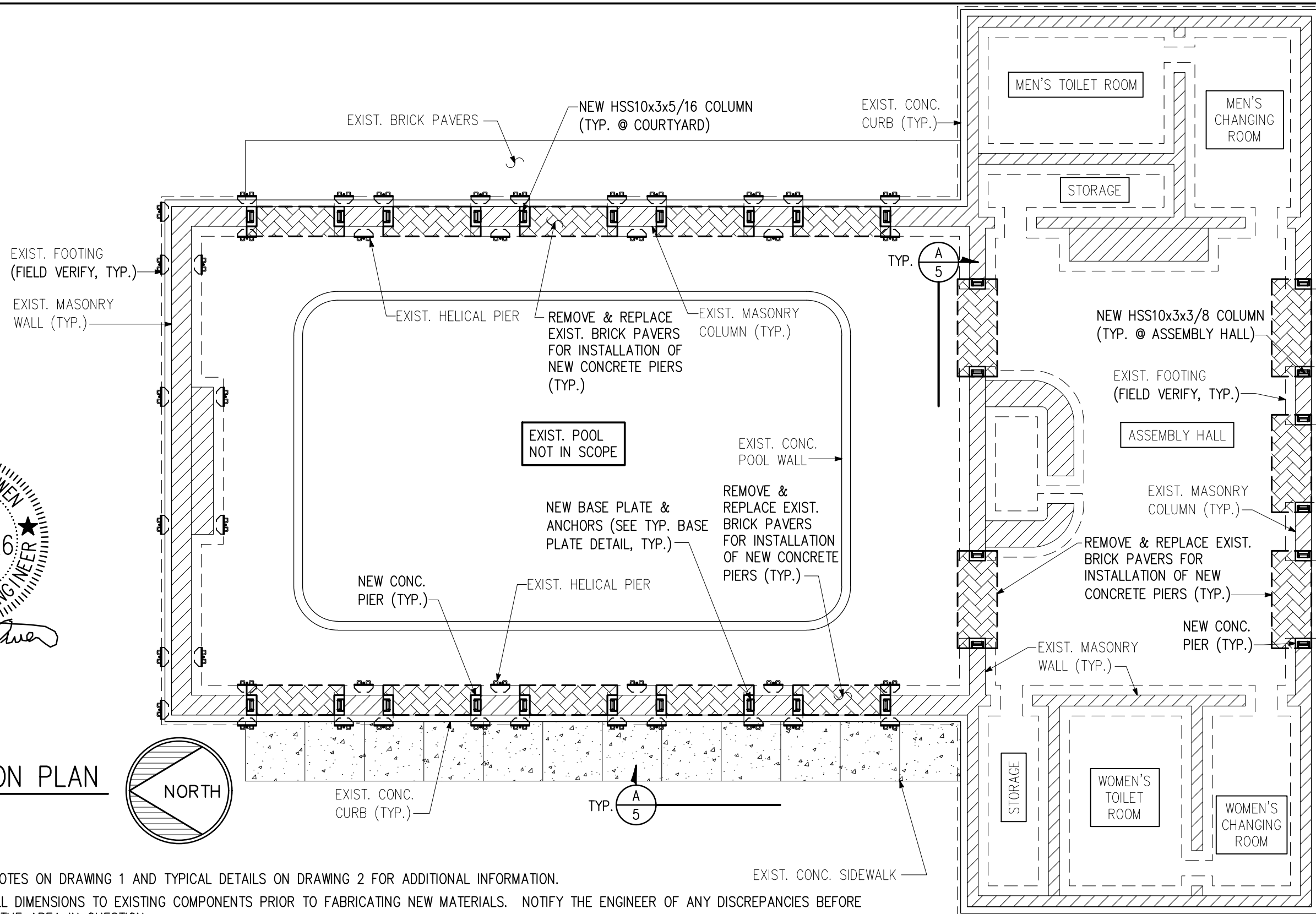
3-16-26

# FOUNDATION PLAN

1/8" = 1'-0"

## PLAN NOTES

1. SEE GENERAL NOTES ON DRAWING 1 AND TYPICAL DETAILS ON DRAWING 2 FOR ADDITIONAL INFORMATION.
2. FIELD VERIFY ALL DIMENSIONS TO EXISTING COMPONENTS PRIOR TO FABRICATING NEW MATERIALS. NOTIFY THE ENGINEER OF ANY DISCREPANCIES BEFORE PROCEEDING IN THE AREA IN QUESTION.
3. REMOVE AND REPLACE EXISTING BRICK PAVERS AT NEW CONCRETE PIER LOCATIONS. COORDINATE SIZE OF REMOVED SECTION WITH PIER INSTALLER TO PROVIDE ADEQUATE CLEARANCE FOR EXCAVATION AND PIER INSTALLATION. COMPACT BACK FILL AND REINSTALL EXISTING PAVERS TO MATCH EXISTING CONSTRUCTION (TOP OF SLAB TO MATCH EXISTING). SIDEWALK REPLACEMENT NOT INCLUDED IN THIS PROJECT SCOPE, TO BE REPLACED DURING PHASE 2.



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DRAWING TITLE:  
 WALKER PARK FIELDHOUSE  
 2198 S. WALNUT ST., SOUTH BEND, IN  
 FOUNDATION PLAN

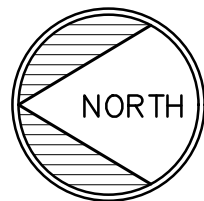
DESIGNED BY: MLO	DATE: 3-16-26
DRAWN BY: TJS	JOB NO.: 21448
CHECKED BY: MLO	DWG. NO.: 3



*Matthew L. Owen*  
3-16-26

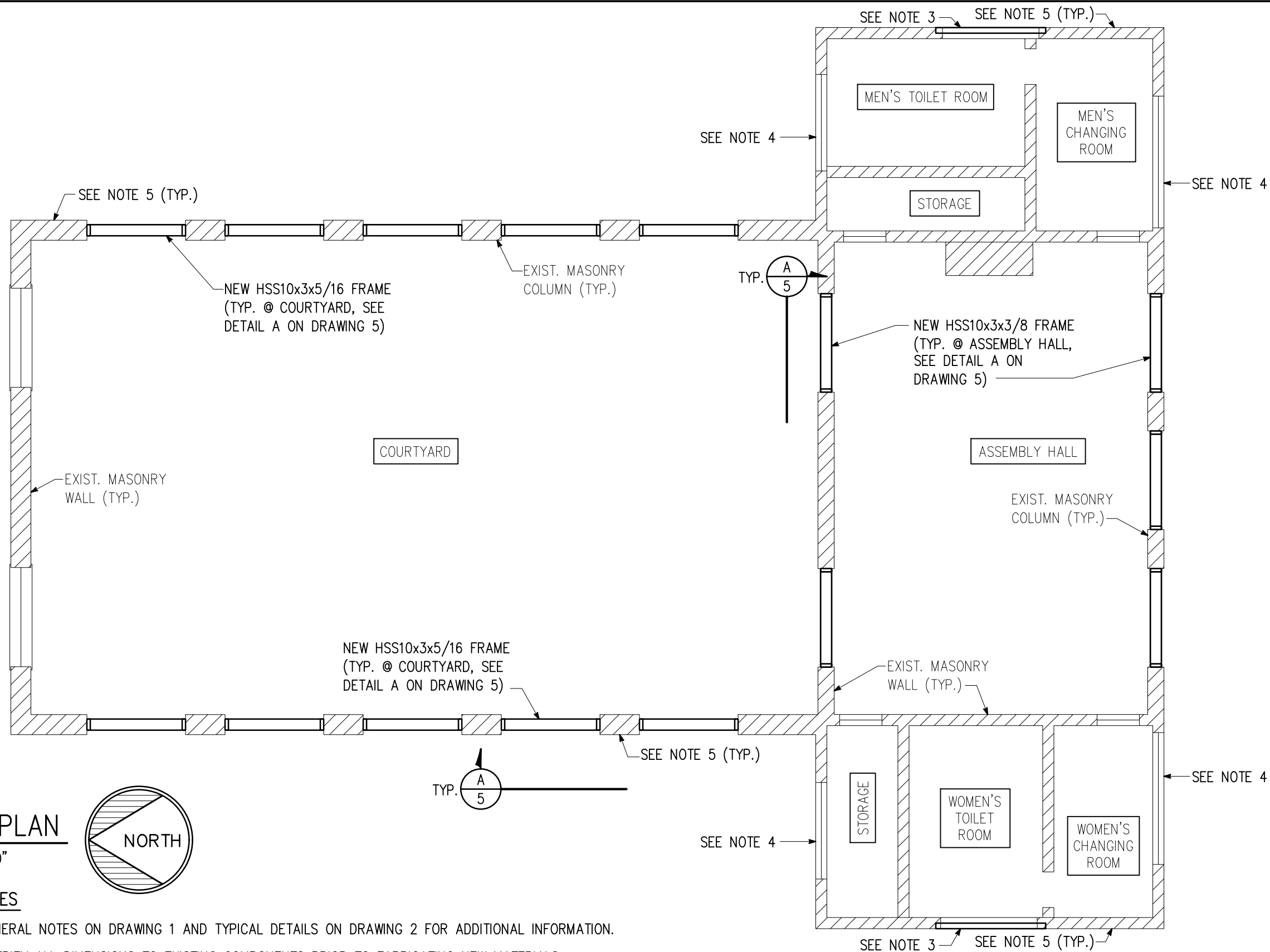
# WALL PLAN

1/8" = 1'-0"



## PLAN NOTES

1. SEE GENERAL NOTES ON DRAWING 1 AND TYPICAL DETAILS ON DRAWING 2 FOR ADDITIONAL INFORMATION.
2. FIELD VERIFY ALL DIMENSIONS TO EXISTING COMPONENTS PRIOR TO FABRICATING NEW MATERIALS. NOTIFY THE ENGINEER OF ANY DISCREPANCIES BEFORE PROCEEDING IN THE AREA IN QUESTION.
3. REPLACE EXISTING STEEL LINTEL. MATCH EXISTING LINTEL SIZE, L3x3x3/8 MINIMUM. NEW LINTELS TO BE HOT-DIP GALVANIZED. SEE TYPICAL LINTEL REPLACEMENT DETAIL ON DRAWING 7.
4. CLEAN AND RE-PAINT EXPOSED PORTIONS OF EXISTING STEEL LINTELS.
5. RE-POINT ALL CRACKED MASONRY JOINTS. SEE TUCKPOINTING NOTES ON DRAWING 7.



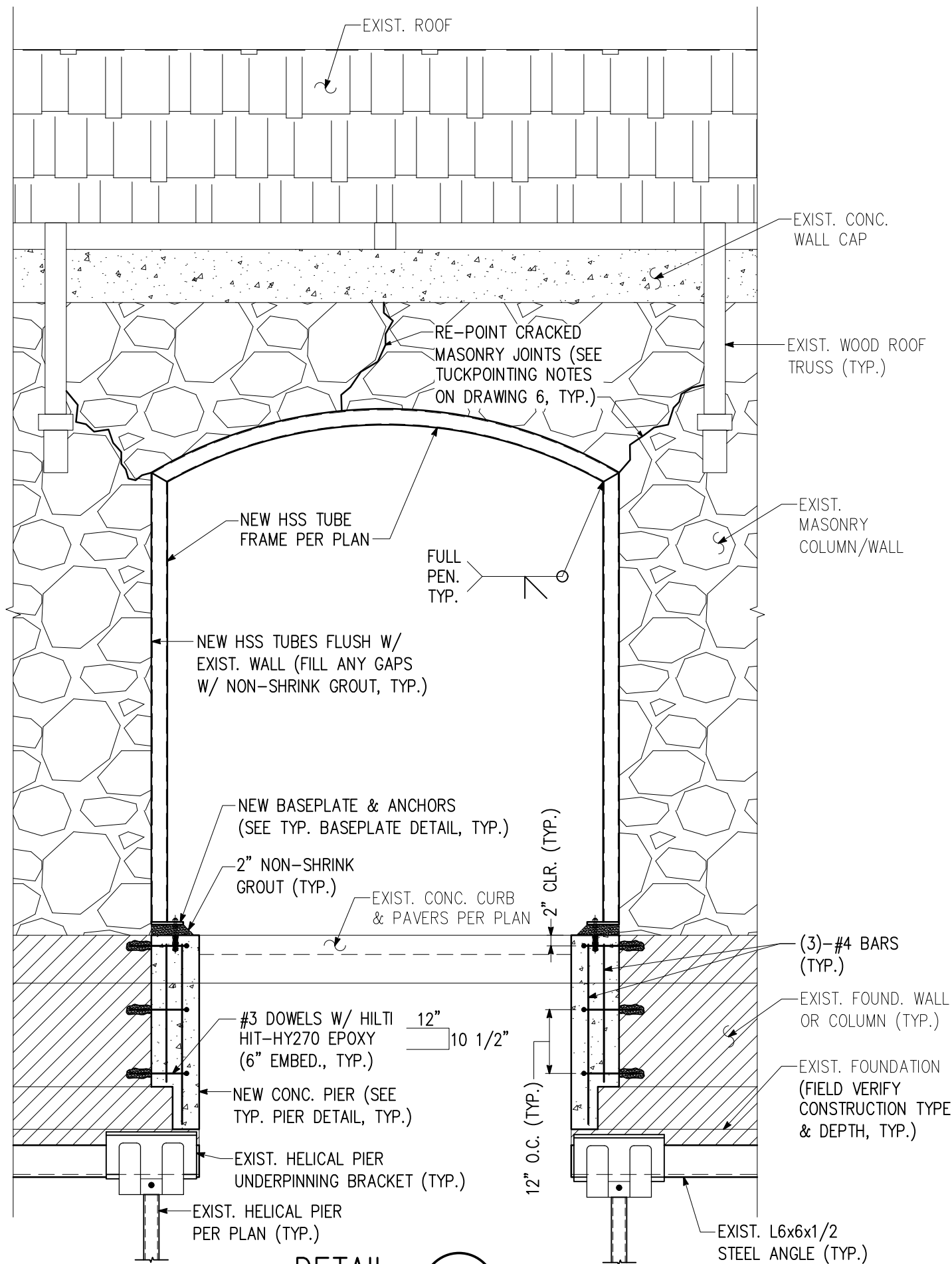
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APPROVED BY:  
REVISIONS:

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INDIANAPOLIS, IN 46201

DRAWING TITLE:  
WALKER PARK FIELDHOUSE  
2198 S. WALNUT ST., SOUTH BEND, IN  
WALL PLAN

DESIGNED BY: MLO	DATE: 3-16-26
DRAWN BY: TJS	JOB NO.: 21448
CHECKED BY: MLO	DWG. NO.: 4



DETAIL A  
1/2" = 1'-0" 3,4



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 HOERSTMAN DESIGN SHOP  
 681 WOODRUFF PLACE MIDDLE DR.  
 INDIANAPOLIS, IN 46201

DRAWING TITLE:  
 WALKER PARK FIELDHOUSE  
 2198 S. WALNUT ST., SOUTH BEND, IN  
 SECTIONS AND DETAILS

DESIGNED BY: MLO	DATE: 3-16-26
DRAWN BY: TJS	JOB NO.: 21448
CHECKED BY: MLO	DWG. NO.: 5

# TUCKPOINTING NOTES

## PREPARING THE JOINTS

1. CUT OUT THE MORTAR JOINTS TO AN APPROXIMATE DEPTH OF 3/4" TO 1". USE OF THE SPECIAL PLUGGING OR JOINT CHISEL WILL HELP PREVENT BINDING IN THE JOINT AND CHIPPING OF THE BRICK EDGES.
2. A CLEAN SURFACE IS NEEDED FOR A GOOD BONDING. USE THE JOINTER TOOL TO RAKE OUT EXCESS MORTAR OR GRIT, AND BRUSH OUT JOINTS TO REMOVE LOOSE MORTAR OR SAND.
3. FLUSH OUT ANY REMAINING PARTICLES WITH A GARDEN HOSE EQUIPPED WITH A SPRAY ATTACHMENT.

## REPLACING BAD BRICKS

1. CUT THE OLD BRICK COMPLETELY OUT OF THE WALL.
2. CLEAN OUT THE RECESS CAREFULLY.
3. WET THE CAVITY AND THE REPLACEMENT UNIT WITH A BRUSH OR FINE SPRAY OF WATER. WHEN THE CAVITY IS DAMP, BUT NOT WET, APPLY A THICK LAYER OF MORTAR MIX TO THE BOTTOM AND SIDES OF THE CAVITY.
4. BUTTER THE TOP OF THE REPLACEMENT BRICK AND SLIDE IT INTO THE CAVITY. MORTAR SHOULD SQUEEZE OUT FROM THE JOINTS. IF IT DOES NOT, REBUTTER THE JOINT, ADDING MORE MORTAR.

## REPOINTING

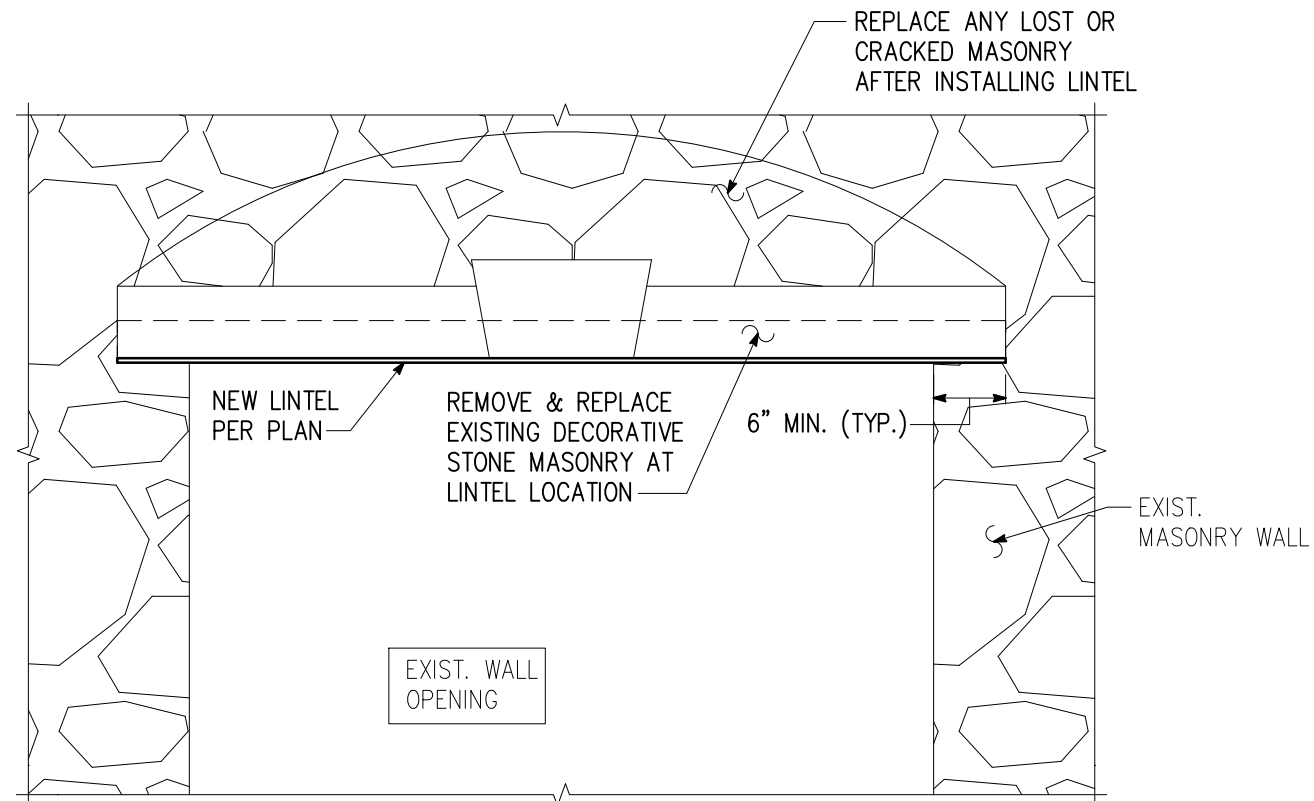
1. DAMPEN THE CLEANED JOINTS WITH A BRUSH AND WATER.
2. LOAD THE TROWEL WITH MORTAR. PICK UP THE MORTAR FROM THE TROWEL WITH THE JOINTER TOOLS AND PRESS IT INTO THE JOINTS. PACK THE MORTAR FIRMLY INTO THE JOINTS. REPOINT THE HEAD (VERTICAL) JOINTS FIRST AND THE BED (HORIZONTAL) JOINTS SECOND. THIS SEQUENCE ALLOWS YOU TO MAKE UNBROKEN HORIZONTAL STROKES WITH THE JOINTER TO FORM STRAIGHT, EVEN BED JOINTS.
3. IN MOST CASES, JOINTS ARE FILLED FLUSH TO THE WALL FACE, THEN SLIGHTLY DEPRESSED WITH THE JOINTER AND BRUSHED CLEAN. IF CONCAVE OR V JOINTS WERE USED IN THE ORIGINAL WORK, STRIKE WITH THE PROPER TOOL FOR THESE FINISHES AFTER THE REPOINTING IS DONE AND BEFORE THE MORTAR GETS TOO HARD TO WORK.
4. TO DECREASE THE POSSIBILITY OF CRACKING OR SAGGING IN EXTREMELY DEEP JOINTS, FILL IN ABOUT HALF OF THE JOINT DEPTH, WAIT UNTIL THE MORTAR IS THUMBPRINT HARD, AND THEN REPOINT THE REMAINDER OF THE JOINT.
5. IN HOT OR WINDY CONDITIONS, DAMPEN THE REPOINTED JOINTS TO PREVENT THE MORTAR FROM DRYING TOO FAST. SPRAY THE FINISHED JOB WITH A FINE WATER MIST TO AID IN THE CURING PROCESS.
6. REPOINTING OF STONE IS ESSENTIALLY THE SAME AS BRICKWORK. TOOL THE JOINTS TO MATCH THOSE IN THE SOUND SECTIONS OF THE WALL.

## MORTAR

1. LIME BASED MORTAR WITH AGGREGATE & OTHER PROPERTIES MATCHING THE EXISTING CONSTRUCTION IS THE BEST CHOICE FOR REPAIR OF HISTORIC MASONRY (~PRE-1930s CONSTRUCTION).
2. TYPE "O" PORTLAND CEMENT BASED MORTAR MAY BE USED IN LIEU OF LIME BASED MORTAR. NOTE THAT USING CEMENT BASED MORTAR FOR REPAIR OF HISTORIC MASONRY WILL INCREASE THE RISK OF FACE-POPS OR OTHER DAMAGE TO THE MASONRY, POSSIBLY REQUIRING MAINTENANCE OR REPAIRS SOONER THAN WOULD BE NEEDED IF USING MATCHING MORTAR.
  - a. MIX PROPORTIONS (BY VOLUME):
 

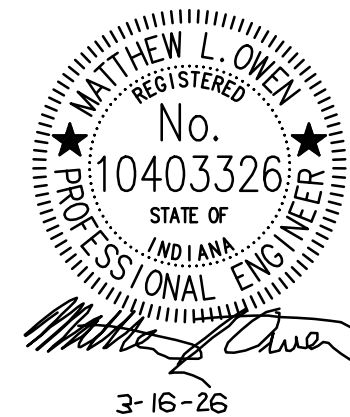
PORTLAND CEMENT	1
HYDRATED LIME	2
SAND	9
  - b. A 60 lb BAG OF TYPE "N" MORTAR CAN BE ADJUSTED TO TYPE "O" MORTAR BY ADDING THE FOLLOWING:
 

0.73 GALLONS (3.9 lbs) HYDRATED LIME
2.19 GALLONS (23.5 lbs) SAND
3. TYPE "N" MORTAR MAY BE USED FOR REPOINTING MODERN MASONRY CONSTRUCTION (~POST-1930s CONSTRUCTION).



**TYP. LINTEL REPLACEMENT DETAIL**

3/4" = 1'-0"



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