



**SHIEL
SEXTON**

in partnership with



CITY OF SOUTH BEND

130 S. Main Street, Suite 140
South Bend, IN 46601
www.shielsexton.com



CITY OF SOUTH BEND: HOWARD PARK BANDSHELL

**Proposal for CMc Services
Project #125-052**

August 11, 2026

August 11, 2026

Evaluation Committee for the Howard Park Bandshell Project
Office of the Board of Public Works
215 S. Dr. Martin Luther King Jr. Blvd., Suite 400
South Bend, IN 46601

**RE: PROPOSAL FOR CONSTRUCTION MANAGER AS CONSTRUCTOR (CMC) SERVICES: HOWARD PARK
BANDSHELL, PROJECT NUMBER 125-052**

Dear Evaluation Committee:

A new, permanent venue for Howard Park will be a game-changing investment in one of South Bend's important public spaces. Throughout the design and construction process there will be literally thousands of decisions to make regarding the site layout, acoustics, energy efficiency, lighting, materials, phasing and so forth. Your construction partner must help you navigate those complex issues in an organized way.

Shiel Sexton is an Indiana-based, employee-owned ESOP with a long history in the City of South Bend. Our team brings unmatched subject matter expertise in both indoor and outdoor performing arts venues. Our portfolio includes such venues as Everwise Amphitheater, The Free Stage at the Indiana State Fairgrounds, The Palladium at The Center for the Performing Arts, Ruoff Music Center, The Murat Old National Center Renovation, Connor Prairie, The IRT Renovation, The Hilbert Circle Theater Renovation, The Schrott Center and Renovation of Clowes Hall at Butler University, and The Delphi Opera House, among many others. In short, our team offers the expertise and lessons learned from having built the region's top performance venues. This expertise will be invaluable as we work with the City of South Bend through the design and construction process.

To complement our team's expertise, we have engaged Timberlab to support the mass timber scope during preconstruction. Timberlab will provide meaningful collaboration, design-assist services as needed, and specialized expertise to inform key project decisions. Their guidance on procurement strategy, member sizing, wood species selection, sustainable sourcing, cost analysis, and schedule planning will help optimize project outcomes. Bringing a unique combination of practical construction experience, technical rigor, and a builder's mindset, Timberlab helps owners, architects, and contractors maximize the value of mass timber through early collaboration, strategic procurement, and digital coordination, ensuring a sustainable, constructible, and cost-effective project.

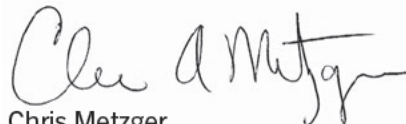
Our team will focus on the objectives of the City: A sustainable venue, built to withstand the elements in an energy efficient way, the project that maximizes local union labor, a cost-efficient project that maximizes the City investment in this venue.

We are tremendously excited about this project. We feel we would be an excellent resource and a great partner for this assignment. Thank you for considering Shiel Sexton.

Sincerely,



Mike Schmuhl
[Redacted] | mschmuhl@shielsexton.com
(Primary Contact Person)



Chris Metzger
[Redacted] | cmetzger@shielsexton.com
(Secondary Contact Person)



**SHIEL
SEXTON**

130 S. Main Street, Suite 140, South Bend, IN 46601 | (574) 213-2808
SHIELSEXTON.COM



CONTENTS

- 02 COVER LETTER
- 04 FIRM BACKGROUND, TEAM, & EXPERIENCE
- 15 PROJECT APPROACH
- 20 MBE AND WBE PARTICIPATION
- 22 PROJECT COSTS
- 23 AFFIDAVIT
- 26 CERTIFICATE OF INSURANCE & BONDING

FIRM BACKGROUND, TEAM, & EXPERIENCE

Introduction to

SHIEL SEXTON

Since 1962, for more than six decades, Shiel Sexton has stood on the principle that a contractor's value extends beyond the orchestration of manpower and materials. Shiel Sexton is a full-service, employee-owned construction company focused on innovation, expertise, and customer experience. As a trusted partner, we build for customers that shape the communities where we work and live.

We are experts in interiors construction, cost consulting, facility maintenance, self-performance services, and capital management development. You can guarantee that each Shiel Sexton employee is a steward of our core values: integrity, satisfaction, relationships, expertise, trust, and safety. With Shiel Sexton, you can always Expect More.

This heightened level of attention to our clients has helped us earn a reputation for being more than a contractor—our clients consider us a partner. Shiel Sexton maintains consistent ranking as one of America's top 400 at-risk construction managers, as named by the Engineering News Record.



Structure: Corporation
Founded in 1962

Incorporated on February 3, 1972

OUR OFFICES

SOUTH BEND

130 S. Main Street, Suite 140
South Bend, IN 46601
(574) 213-2808

INDIANAPOLIS

902 N. Capitol Avenue
Indianapolis, IN 46204
(317) 423-6000



Shiel Sexton has an Employee Stock Ownership Program (ESOP) and is 100% owned by employees. Every Shiel Sexton employee you meet is a co-owner of our company.

As our clients, you will experience a higher level of commitment as we approach our responsibilities as a mark of our dedication to quality and client satisfaction.

Shiel Sexton consistently delivers on a promise of **high expectations**. As an **employee-owned** company, this **cultural commitment** drives our company and defines our people. It's what makes Shiel Sexton **unique**.





Project Executive
Chris Metzger



Precon Director
Erick Schmitz



Project Manager
James Letsinger



Superintendent
Grant Seniff



Glulam Specialist

CORPORATE RESOURCES

Available throughout Preconstruction and Construction



Adrian Russell
Director of Supplier
Diversity



Aaron Martin
Schedule Director



Ed Finley
Safety Manager



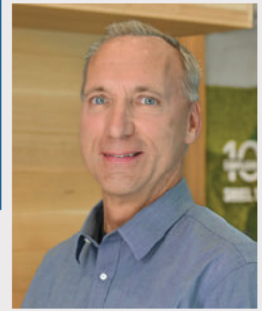
Shannon DeVon
BIM/VDC Director



Michael Ash
Quality Assurance

CHRIS METZGER PROJECT EXECUTIVE

Chris brings more than 30 years of experience with Shiel Sexton, leading some of the company's largest and most complex construction projects. As Project Executive, he oversees all phases of project delivery, from preconstruction through closeout. During preconstruction, Chris works closely with the estimating team to develop thorough budgets and compare costs against historical project data to ensure realistic and reliable pricing. His strong background in cost control, problem-solving, and team leadership helps keep projects on track while meeting client goals and expectations.



PROJECT EXPERIENCE

University of Notre Dame Jack and Kathy Shields Family Hall Football Operations Center (Notre Dame, IN): A 158,000 SF new sports building with sports medicine accessories, strength and conditioning areas, locker rooms, and dining facilities.

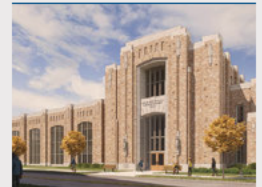
Wilma and Peter Veldman Family Psychology Clinic (South Bend, IN): A two-story, 35,000 SF clinic that allows for expanded psychology services at University of Notre Dame.

University of Notre Dame McCourtney Hall Research Complex Phase 1 (Notre Dame, IN): A 217,000 SF, three-story fast-tracked research complex that included advanced laboratories, underground utility tunnel, future expansion capacity, active-campus phasing, and was LEED® Gold certified.

University of Notre Dame Research Building II (Notre Dame, IN): A new 206,000 SF research building with flexible laboratories and offices, fume hoods, and heavy MEP systems that included early procurement strategies and is LEED® Platinum certified.

Purdue University Engineering & Polytechnic Gateway Building (West Lafayette, IN): Concrete cast-in-place instructional space and teaching labs, design studios, collaborative spaces and administrative offices.

University of Notre Dame Geddes Hall (Notre Dame, IN): A 64,000 SF facility housing the University's Center for Social Concern. Includes multiple staff offices, student lounges, classrooms, study rooms, a chapel, and coffee house.



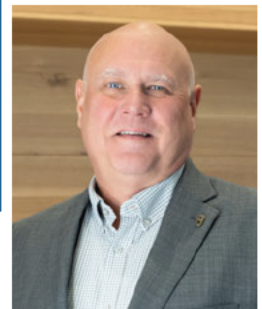
UND Jack and Kathy Shields Family Hall



UND Wilma and Peter Veldman Family Psychology

ERICK SCHMITZ PRECONSTRUCTION DIRECTOR

As Preconstruction Director, Erick brings more than 30 years of experience with Shiel Sexton. He leads the development of project estimates, coordinating civil, structural, mechanical, and electrical scope information to establish accurate project budgets. Throughout the design process, Erick provides cost planning and scope definition during the conceptual, schematic, design development, and construction document phases. He also evaluates constructability and value engineering opportunities, helping clients balance cost, quality, and schedule.



PROJECT EXPERIENCE

University of Notre Dame Jack and Kathy Shields Family Hall Football Operations Center (Notre Dame, IN): A 158,000 SF new sports building with sports medicine accessories, strength and conditioning areas, locker rooms, and dining facilities.

Wilma and Peter Veldman Family Psychology Clinic (South Bend, IN): A two-story, 35,000 SF clinic that allows for expanded psychology services at University of Notre Dame.

University of Notre Dame Research Building II (Notre Dame, IN): A new 206,000 SF research building with flexible laboratories and offices, fume hoods, and heavy MEP systems that included early procurement strategies and is LEED® Platinum certified.

Ironworks at Keystone Village (Indianapolis, IN): A mixed-use development that includes the new construction of a five-story structure with first floor retail, apartments, and structure and surface parking.

Bottleworks District (Indianapolis, IN): Redevelopment of the entertainment district includes new construction of five buildings and several interior build-outs. The structures consist of retail and office space, a parking garage, cinema build-out, and food hall.

Relato Apartments (Bloomington, IN): A 327,676 SF mixed-use facility. The project includes 234 multi-family units with 14,000 SF of retail space, which wraps a four-story precast parking garage.



Ironworks at Keystone Village



UND Jack and Kathy Shields Family Hall

JAMES LETSINGER PROJECT MANAGER

As Project Manager, James brings more than 15 years of experience with Shiel Sexton. He is responsible for overseeing day-to-day construction operations from project start through completion. His responsibilities include managing project teams, procuring subcontracts, coordinating purchasing activities, overseeing monthly invoicing and subcontractor payments, and leading regular progress meetings. James provides both administrative and technical leadership to ensure projects are delivered safely, efficiently, and in accordance with the design intent, budget, schedule, and quality standards.

PROJECT EXPERIENCE

University of Notre Dame Jack and Kathy Shields Family Hall Football Operations Center (Notre Dame, IN): A 158,000 SF new sports building with sports medicine accessories, strength and conditioning areas, locker rooms, and dining facilities.

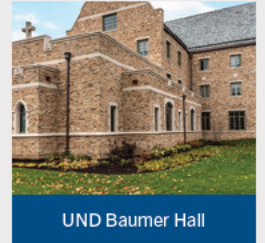
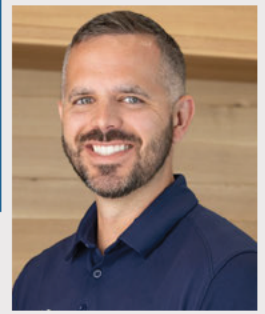
University of Notre Dame McCourtney Hall Research Complex Phase 1 (Notre Dame, IN): A 217,000 SF, three-story fast-tracked research complex that included advanced laboratories, underground utility tunnel, future expansion capacity, active-campus phasing, and was LEED® Gold certified.

University of Notre Dame Research Building II (Notre Dame, IN): A new 206,000 SF research building with flexible laboratories and offices, fume hoods, and heavy MEP systems that included early procurement strategies and is LEED® Platinum certified.

University of Notre Dame Baumer Hall (Notre Dame, IN): New construction of a residence hall totaling in 80,000 SF with amenities such as chapels, study areas, and a workout facility.

Quinn Hall Innovation Park Phase II (Notre Dame, IN): A 46,000 SF laboratory and research addition provided incubator space for startup technology companies, including labs, prototyping areas, offices, and conference rooms, delivered with minimal operational disruption.

Purdue University Engineering & Polytechnic Gateway Building (West Lafayette, IN): Concrete cast-in-place instructional space and teaching labs, design studios, collaborative spaces and administrative offices.



GRANT SENIFF SUPERINTENDENT

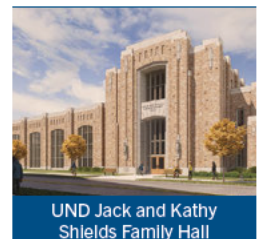
As Superintendent, Grant brings more than 16 years of industry experience. He is responsible for overall onsite management and supervision, including technical coordination, scheduling, subcontractor oversight, daily workforce guidance, and maintaining jobsite efficiency. Grant also implements federal and state OSHA requirements and enforces safety procedures in coordination with the safety coordinator and company policies, ensuring a safe and well-managed construction environment.

PROJECT EXPERIENCE

University of Notre Dame Jack and Kathy Shields Family Hall Football Operations Center (Notre Dame, IN): A 158,000 SF new sports building with sports medicine accessories, strength and conditioning areas, locker rooms, and dining facilities.

University of Notre Dame Research Building II (Notre Dame, IN): A new 206,000 SF research building with flexible laboratories and offices, fume hoods, and heavy MEP systems that included early procurement strategies and is LEED® Platinum certified.

University of Notre Dame (Notre Dame, IN): Contributed to the successful delivery of more than 16 years of campus construction and renovation projects within complex, occupied academic environments, including Baumer Hall, the Raclin Murphy Museum of Art, Graham Family Hall, Johnson Family Hall, Stinson-Remick Hall, Joyce Center / Rolfs Aquatic Center, Grace Hall, Flanner Hall, Lyons Hall, the Boathouse, Crossroads Stadium, McCourtney Hall, Remick Family Hall, Walsh Family Hall, Dunne Hall, Sorin Hall, and Jenkins Nanovic Hall.

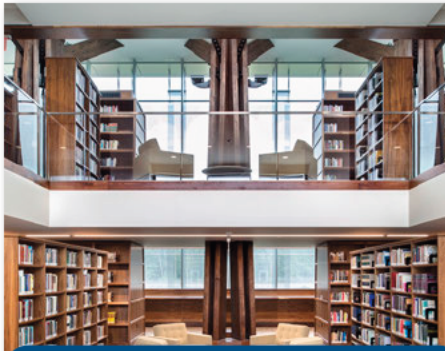


CMc EXPERIENCE

Shiel Sexton is among the leading at-risk construction managers in the Midwest.

For the last five years, *Engineering News Record* Magazine has ranked Shiel Sexton as one of the Country's top 100 at-risk CM firms. CM at-risk has been the delivery method of choice for some of Shiel Sexton's top clients including Purdue University, University of Notre Dame, Ball State University, Indiana University, DePauw University, Butler University, Fed Ex, Eli Lilly and Company, Corteva Agriscience, and many others.

Liberty Fund HEADQUARTERS



Glulam Beams in Grand Library

Architect: Rowland Design (now Luminant)

Dates: 9/15 - 12/16

Cost: \$18 M

SF: 58,000

Scope: A nonprofit think tank selected the team to build a new headquarters featuring executive offices, conference and dining spaces, a grand library, and archival storage organized around a tranquil central courtyard. The timeless facility incorporated high-end finishes and a stone-and-glass exterior, while the site design preserved mature trees and integrated the building seamlessly into its natural surroundings.

Tranquil Central Courtyard

Vegetation & Tree Preservation

Live Nation (Sunshine Promotions) RUOFF MUSIC CENTER



Open Air Performance Venue

Architect: Simmons & Assoc.

Dates: 8/88 - 8/89

Cost: \$8.3 M

Size: 200 acres

Scope: Originally constructed in 1989, this premier outdoor entertainment venue included an open-air amphitheater, expansive lawn seating, multiple support buildings, VIP areas, and extensive parking. The team worked closely with the owner and architect to navigate the complexities of the project and deliver a successful venue. The project's success led to selection of our team for a similar facility in another market.

Aggressive Schedule

Extensive Site Improvements

White River State Park Development Commission EVERWISE AMPHITHEATER



Open Air Performance Venue

Architect: AXIS Architecture

Dates: 5/18 - 6/21

Cost: \$26.1 M

Size: 4 acres

Scope: Completed in multiple phases, this concert venue redevelopment included a new stage house, fixed seating and canopy, permanent restroom facilities, upgraded artist support spaces, enhanced VIP amenities, and extensive site improvements. The team carefully coordinated construction around an active upcoming concert schedule.

Comfortable Greenroom Area

Ample Greenspace

Indiana State Fair Commission **HOOSIER LOTTERY FREE STAGE & STORAGE BUILDING**



Open Air Performance Venue

Architect: Schmidt Associates

Dates: 10/25 - 7/26

Cost: \$4.8 M

SF: 13,000 SF

Scope: This large-scale renovation and expansion of a state fair concert venue included a significantly enlarged stage, increased structural capacity for productions, integrated LED video displays, and flexible seating configurations.

Aggressive Schedule

LED Video Displays

City of Carmel **PALLADIUM AT THE CENTER FOR PERFORMING ARTS**



Performance Stage

Architect: CSO Architects

Dates: 10/07 - 1/11

Cost: \$118 M

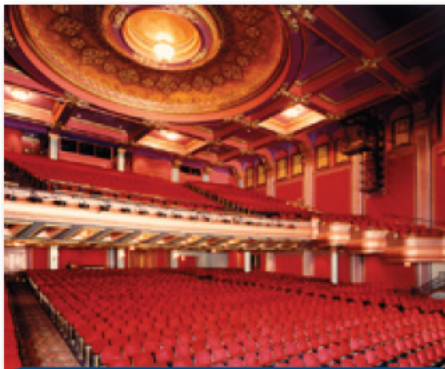
SF: 151,000

Scope: This elite performing arts venue featured a concert hall with advanced theatrical and acoustic systems, including a ribbed dome ceiling, movable glass canopies, electronic curtains, and an ambient air system. Designed in a classical style with limestone façades, columns, and symmetrical proportions, the facility blended architectural grandeur with modern performance technology.

Tight Site Logistics

Extensive Site Improvements

The Murat **OLD NATIONAL CENTRE HISTORIC RENOVATIONS**



Performance Stage

Architect: Simmons Architects, LLC

Dates: 1995 - 1996

Cost: \$11 M

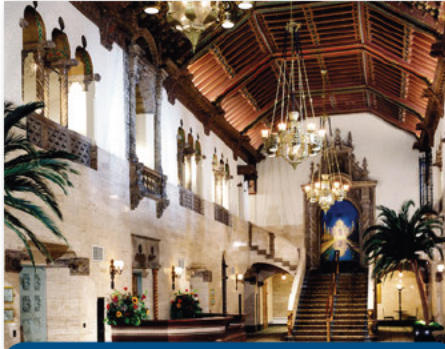
Size: 114,500

Scope: This historic theater renovation and expansion modernized performance, patron, and support spaces while preserving the building's historic character. The project included upgrades to the theater and stage areas, an expanded lobby, enhanced catering facilities, and accessibility and life-safety improvements. Detailed budgeting, proactive communication, and careful phasing enabled the team to meet a compressed schedule, maintain budget requirements, and protect significant historic features throughout construction.

Aggressive Schedule

Careful Phasing

Indiana Repertory Theatre **MULTIPLE PROJECTS**



Performance Stage

Dates: 20+ years

Cost: \$5.1 M

Scope: This historic performing arts venue underwent multiple renovations and expansions over a 20-year partnership, including upgrades to performance spaces, lobbies, offices, patron amenities, and sound and lighting systems. The team collaborated closely with the owner, design team, and consultants to balance cost, quality, and historic preservation requirements, ensuring improvements enhanced functionality while maintaining the building's historic character.

Aggressive Schedule

Minimal Disruptions

Butler University **HOWARD L. SCHROTT CENTER FOR THE PERFORMING AND VISUAL ARTS**



Performance Stage

Architect: Browning Day Mullins Dierdorf

Dates: 5/11 - 2/13

Cost: \$12.8 M

SF: 38,000

Scope: This performing arts facility served as a primary venue for theater, music, and dance programs while also providing exhibition space for visual arts. The project included a flexible auditorium, rehearsal and teaching spaces, dressing rooms, and production support areas. Designed to accommodate a wide range of performances, the facility achieved LEED® Gold certification upon completion.

Flexible Auditorium

Sustainable Construction

City of Delphi **DELPHI OPERA HOUSE**



Performance Stage

Architect: KJG Architects

Dates: 7/14 - 8/15

Cost: \$4.1 M

SF: 22,800

Scope: This historic opera house restoration and expansion revitalized a downtown cultural landmark while preserving its architectural character. The project included theater renovations, a restored proscenium stage, museum and archive spaces, offices, and patron amenities. A new grand stair created a dramatic arrival experience, while a complementary addition provided event, banquet, and backstage functions to support modern venue operations within a historic setting.

Part of Downtown Revitalization

Nationally Registered Historic Project

Hendricks Commercial Properties **BOTTLEWORKS DISTRICT PHASE 1 & 2**



Sustainable Construction

Architect: Eppstein Uhen

Dates: 1/19 - 12/20
12/21 - 3/25

Cost: \$61 M + \$34 M

SF: 253,420 + 220,000

Scope: Managed construction of multiple mixed-use buildings during Phase 1 of a large urban redevelopment, including three- and four-story structures with retail, office, and below-grade parking. Completed a three-story parking facility with an active green roof, tenant headquarters fit-outs, a rooftop lounge, and sitewide pedestrian and lighting improvements connecting two city blocks. Subsequently selected to lead Phase 2, featuring two new buildings, retail, restaurant, and Class A office space and a five-story mixed-use building constructed above a lower-level parking garage.

Aggressive Schedule

High Level Coordination

Scannell Properties **THE FARM: MIXED-USE DEVELOPMENT (PHASE 1)**



Outdoor Entertainment Spaces

Architect: Delv Design

Dates: 3/23 - 4/25

Cost: \$99.9 M

SF: 633,000 (multifamily)

Scope: Phase 1 included site preparation and construction of a multi-family residential community featuring three residential buildings and a precast parking structure. Amenities included a saltwater pool, outdoor recreation areas, LED jumbo-tron, gathering pavilions, co-working and conference spaces, an indoor golf simulator, and pet-friendly features such as a dog park and pet spa.

LED Jumbo-Tron

Extensive Site Improvements

University of Notre Dame **JACK AND KATHY SHIELDS FAMILY HALL**



Long-Standing Partnership

Architect: SLAM

Dates: 12/23 - 6/26

Cost: Confidential

SF: 158,000

Scope: Continuing a relationship that started over seventeen years ago, a state-of-the-art football operations facility was constructed featuring sports medicine and recovery spaces, strength and conditioning areas, player and staff support facilities, a film-study auditorium, dining and nutrition amenities, and a hall honoring program history. The project integrated seamlessly with an adjacent operations building housing equipment, laundry, and locker room functions.

Auditorium

High Level Coordination

*Holistic Mass Timber Systems***TIMBERLAB****TIMBERLAB**

Timberlab is on a mission to advance the mainstream adoption of mass timber by bringing practical experience, technical rigor, and a builder's mindset to every project. As a vertically integrated partner, we help owners, architects, and builders realize the full value of timber through early collaboration, thoughtful design-assist, strategic procurement, digital coordination, fabrication, and installation. We believe mass timber offers an opportunity to build more efficiently, sustainably, and beautifully, but only when paired with disciplined execution and a deep understanding of how these systems are actually delivered. Our team is passionate about pushing the boundaries of wood construction while staying grounded in constructability, cost certainty, and risk mitigation.

When you partner with Timberlab, you gain an experienced team committed to helping shape financially viable, technically sound, and architecturally compelling solutions, supported by the integrated services outlined below. To fit the different nature of each team, Timberlab can offer various combinations of these services that best suits the need for the project.

Mass Timber Expertise

Beyond its architectural beauty, mass timber is a great solution for reducing carbon and creating a space that is in line with the natural beauty of the park around it. Timberlab uses sophisticated manufacturing technology to prefabricate a kit-of-parts that are ready to be installed

on site, even for the most complex of jobs. The result is a cleaner, more seamless construction operation and end aesthetic.

Timberlab was born from general contractors and were some of the first to embrace mass timber nationally. Over time, we've refined our expertise, expanded manufacturing operations, and have contributed to leading industry research to ensure the long-term growth and sustainability of the mass timber market.

From preconstruction, to material choice, all the way through final installation, we are mass timber experts ready to meet the vision and budget of any project.

**TIMBER ENGINEERING
DIGITAL CONSTRUCTION
STRATEGIC PROCUREMENT**

**FABRICATION
MANUFACTURING
TIMBER INSTALLATION**

5,500,000 + SF OF MASS TIMBER BUILT

30 + MASS TIMBER PROJECTS COMPLETED OR IN DESIGN

9+ YEARS OF MASS TIMBER EXPERIENCE

3 MANUFACTURING FACILITIES

2 FABRICATION FACILITIES



Memphis River Parks Partnership **TOM LEE PARK TIMBER CANOPY**



Exterior Treated Glulam

Architect: Studio Gang

Completed: 11/22

Cost: \$2 M

SF: 17,000

Scope: The Tom Lee Park timber canopy is a 17,000 SF exterior glulam structure supported by six structural steel supports. The design features large cantilevers supported by structural steel columns. Timberlab is responsible for the procurement and fabrication of glulam, rough sawn wood slats, and flitch beams.

Beautiful Outdoor Pavilion

Design-Assist

City of Orange, California **SANITATION DISTRICT HEADQUARTERS**



Hybrid Mass Timber/Structural Steel

Architect: HDR, Inc.

Completed: 12/22

Cost: \$9.6 M

SF: 109,000

Scope: The new 109,000 SF, three-story headquarters features a public lobby area, board room, conference and break rooms, employee offices, catering kitchen, restrooms, storage rooms, and pedestrian bridge. The office building utilizes an innovative hybrid superstructure consisting of mass timber and steel-braced structures. With this approach, the building is designed to achieve LEED® Gold and Net Zero energy certification.

LEED® Gold & Net Zero Design

Design-Assist

Port of Portland **PORTLAND AIRPORT TERMINAL CORE EXPANSION**



Over 50% ESB Participation

Architect: ZGF Architects

Completed: 08/23

Cost: \$47.3 M

SF: 400,000

Scope: The PDX Terminal Core Expansion (TCORE) provides for a new 400,000 SF roof system at the Portland International Airport. The roof structure is comprised of steel girders spanning 125ft between concrete Y-columns and arched glulam beams that span 80ft between steel girders. The roof deck is a 2-inch Mass Plywood Panel spanning 10ft across glulam beams, with 3x6 solid-sawn Doug Fir lattice fastened to glulam members' underside.

Largest Arched Single Span Beams

Design-Assist & Precon

A long history of delivering successful **PUBLIC AGENCY PROJECTS**

CMc is the delivery model that yields the highest level of accountability, design excellence, and market value. Shiel Sexton has invested heavily in its preconstruction capacity, building the State's largest in-house department with expertise in each major discipline and placing us among the leading at-risk construction managers in the Midwest.

We are proud of our history working with local agencies within State of Indiana to deliver notable and landmark projects that benefit our community. We have recently completed many public projects under this model including:

Purdue Memorial Union Club Hotel:
\$30 million

Purdue Memorial Union Second Floor Hospitality Suite: \$4 million

Purdue Memorial Union Dining Renovations: \$31 million

Purdue Dudley and Lambertus Hall:
\$108 million

Purdue Max W and Maileen Brown Family Hall First Floor Renovation:
\$10 million

Purdue Electrical Engineering Facilities Renovation: \$15 million

IU Simon Skjodt Assembly Hall Renovation: \$34 million

IU Memorial Stadium South End Zone Renovation: \$41 million

Pete Dye Clubhouse at Purdue University Birck Boilermaker Golf Complex: \$23 million

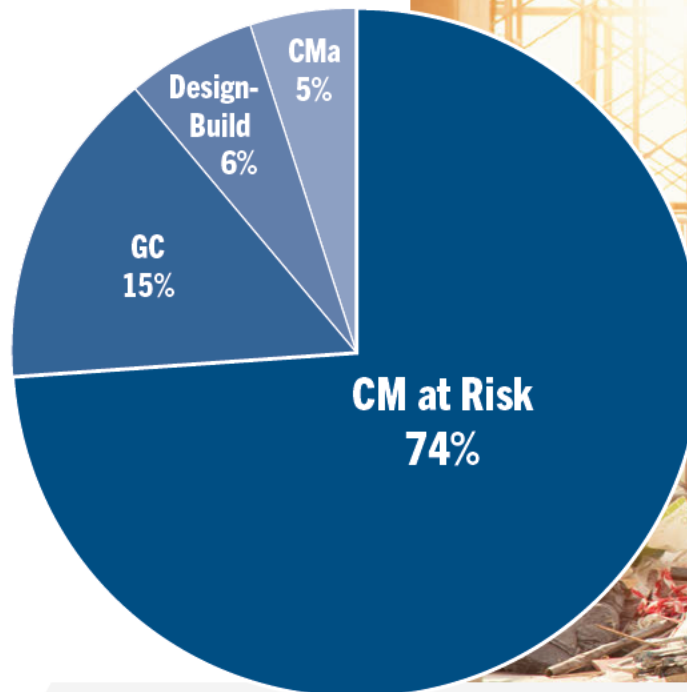
Indiana Law Enforcement Academy Campus Improvements: \$78 million

Currently, the Shiel Sexton team is working on the following projects being delivered as CMc:

Indianapolis Public Schools 2023 Capital Referendum: \$142 million

IU Indianapolis New Science Building and Renovations: \$48 million

Purdue Indianapolis Academic Success Building: \$147 million



In the last five years, 74% of Shiel Sexton's projects have been delivered on a CMc basis. This represents roughly \$1.5 billion in put-in-place construction.



Ask Our

CLIENTS

Our reputation has been built over many years of dedication, trust, and success. Our clients return to us year after year. They are just as dedicated to us as we are to them. But don't take our word for it, ask them yourself.

Rich Michal

Vice President and Chief Facilities Officer

Purdue Research Foundation

rjmichal@prf.org

(317) 373-2172

Tony Polotto

Sr. Director of Construction and Quality Assurance

Facilities Design & Operations

University of Notre Dame

apolotto@nd.edu

(574) 631-4205

Joel Zimmerman

Development Manager

Hendricks Commerical Properties

joel.zimmerman@hendricksgroup.net

(262) 719-2064

Ray Allison, CFE

Executive Director

Indiana State Fair Commission

rallison@indianastatefair.com

(317) 927-7559

Eric Rowland

Principal

Luminaut

erowland@luminaut.com

(317) 636-3980

SAFETY AND QUALITY

Shiel Sexton's Experience Modifier Rate (EMR) has placed us among the safest firms in the nation.

We have the required processes and programs in addition to superior statistical results, yet our program is far from statistically driven. The Shiel Sexton Safety Program is people focused and protection driven. Every single employee at our organization fully understands their role in providing a safe workplace. Everyone has a specific and measurable responsibility to safety and the prevention of accidents.

All Shiel Sexton superintendents are fully trained in construction safety compliance with 10- and 30-hour OSHA cards. Every Shiel Sexton employee is required to earn an OSHA 10-hour certification and every Shiel Sexton Site Supervisor is required to earn an OSHA 30-hour certification. All procedures requiring documented written training or competent person designations will be validated and maintained in the Shiel Sexton project office.

Shiel Sexton offers weekly training at no cost to our employees and subcontractors. In addition to weekly toolbox talks and frequent onsite training, Shiel Sexton offers all subcontractors the ability to participate in the OSHA 10- and 30-hour classes to earn a certification free of charge. Many of our subcontractors take advantage of the free training. With a higher level of training for more individuals on site, this further elevates our goal on site of zero accidents.

The Shiel Sexton Safety Department routinely audits the employee safety training database to ensure all field and project personnel are up to date on safety trainings.

The Shiel Sexton Quality Assurance Program offers accountability, process, and customization to each project. The Job-Specific Quality Plan (JSQP) covers all stages of the project from design through construction and warranty. The JSQP will be published, distributed, and signed-off by the entire project team during project start-up.

We utilize Procore, a construction management software that combines mobile technologies at the construction site with cloud-based collaboration and reporting. Throughout the life cycle of the project, subcontractors, designers, owners, and the construction team can immediately access the latest drawings, daily reports, RFIs, and quality checklists. All Shiel Sexton field management personnel use Procore. This accessibility and mobility gives the project team a tremendous advantage in the field audit, inspection and reporting process. As a result, quality and safety issues are managed while the work is being put in place, avoiding delays and costly re-work.



Shiel Sexton's Safety Program by the Numbers

DART RATE	SSC	Nat'l Average
2021	0.00	1.6
2022	0.27	N/A
2023	0.00	1.5
2024	0.00	1.4
2025	0.00	1.5

EMR	SSC	Nat'l Average
2021-22	0.76	1.0
2022-23	0.80	1.0
2023-24	0.80	1.0
2024-25	0.87	1.0
2025-26	0.98	1.0

LTA RATE	SSC	Nat'l Average
2021	0.00	1.1
2022	0.27	N/A
2023	0.00	N/A
2024	0.00	1.1
2025	0.00	1.1

TRIR	SSC	Nat'l Average
2020	0.28	2.5
2022	0.54	N/A
2023	2.00	3.1
2024	0.23	2.8
2025	0.41	2.8

PROJECT APPROACH

Shiel Sexton's CMc approach is built on a collaborative partnership with the owner and design team to deliver the best possible project value. We will work closely with the City and project stakeholders to develop and execute a plan that aligns with budget, schedule, quality, safety, and diversity goals.

SUPPORTING LOCAL LABOR

As a Construction Manager at Risk, Shiel Sexton is positioned to maximize bidder participation and create a highly competitive procurement process that delivers the best value for the City. Our team will actively engage the local subcontractor community through outreach meetings and project briefings designed to generate interest and communicate project opportunities. We maintain a thorough prequalification process to evaluate potential bidders and ensure qualified trade partners are prepared to compete for the work. More information on our prequalification procedures is available upon request.

With strong relationships throughout Indiana's construction market, we have successfully partnered with many regional subcontractors and will proactively identify additional firms that may be well suited for this project. We will also develop strategically sized bid packages that encourage broad participation and maximize competition. Our long-standing reputation for fairness, transparency, and successful project delivery has earned the trust of the subcontractor community, resulting in stronger bidder interest and better value for our clients.

CITY/OWNER PROJECT SPECIFIC GOALS

1. E-VERIFY AFFIDAVITS:

Shiel Sexton shall agree to enroll in and participate in the E-Verify Program as required by Indiana Code 22-5-1.7-11. Furthermore, every employee for every subcontractor working on the job shall be required to enroll and participate in the E-Verify Program as required by Indiana Code 22-5-1.7-11.

2. FAIR BIDDING PROCESS:

Shiel Sexton will not be self-performing any of the work on this project. Subcontractors have trust in Shiel Sexton and respect our organization and our corporate practices. They have faith in our financial stability, understand our high expectations and look forward to working with us on projects. We work together with our subcontractor teams to collaboratively solve problems. This mutual respect leads to better pricing because subcontractors are eager to work on our jobs. This favorable pricing saves the owner money and allows you to maximize your programs.

3. SUSTAINABILITY:

Shiel Sexton will work with the City and the design team to evaluate materials, systems, and pricing information to assist in choosing a sustainable facility that provides the best value.

We understand the value and benefits of going green and are committed to helping make this a viable strategy for building owners who are interested. In total, Shiel Sexton has completed over \$1.6 billion in LEED certified projects with another \$140 million in projects that are seeking certification.

One way Shiel Sexton works to reduce its carbon footprint is through Shiel Sexton Concrete's partnership with imi, which has implemented CarbonCure into pours since 2017. CarbonCure infuses CO₂ into concrete mixtures, where the CO₂ then mineralizes. This injection of the CO₂ means that the carbon dioxide gas does not get released into the atmosphere thus reducing emissions and lessening the effect of construction on the environment. As an example on a recent project, our CarbonCure concrete usage translated into a total carbon savings of 507,500 lbs.



CITY/OWNER PROJECT SPECIFIC GOALS (continued)

4. GUARANTEED MAXIMUM PRICE:

As we work through the early planning process, we will begin with a detailed control budget. During this period we will work to articulate and organize the project priorities. The overall program is then accompanied by a master schedule. The team will then work to establish a milestone schedule for the design completion, GMP, and construction phases. The design and construction teams will work to identify

the best design solutions for the project and deliver a GMP that meets your budget.

The Shiel Sexton team will be deeply engaged in the design process. Our project manager will attend all weekly design meetings. Our team will be fully available to the owner as a resource on an ongoing basis and will contribute to the dialogue during design meetings. They will also use these meetings

to absorb information so that it may further their understanding of the intent in every nuance of the project.

Our project manager has the ability to pull in additional support from our firm's in-house resources (as necessary) for specialty expertise in MEP, structural, and civil. This level of information sharing will allow the team to provide more detailed and reliable budgets at every stage of design.

GMP APPROACH - COLLABORATION AND TRANSPARENCY ARE KEY

Schematic Design (SD)

Shiel Sexton will provide a full detailed estimate during or at the completion of the schematic design (SD) phase of the project. This estimate will include detailed takeoffs, broken down by both CSI division and building area. The estimate will detail proposed systems and provide value(s) for assumptions. The estimate will include all scope that is not yet fully designed with clearly identified allowances. The allowance values will include input from the design team.

Design Development (DD)

Shiel Sexton will provide a full detailed estimate during or at completion of the design development (DD) phase of the project. This estimate will include detailed takeoffs, broken by both CSI division and building area as well as details for designed systems and include any assumptions. The DD estimate will provide a comparative analysis to the SD estimate so that the team may easily understand where increases or decreases may have occurred at each scope line-item. The estimate will include any scope that is

not yet designed with clearly identified allowances. The allowance values will include input from the design team.

Construction Documents (CD)

Shiel Sexton anticipates the desire for a full detailed estimate during the construction documents (CD) phase of the project, prior to releasing the bid packages to market and entering a Guaranteed Maximum Price (GMP). The CD estimate will provide a comparative analysis to the DD estimate so that the team may easily understand where increases or decreases may have occurred at each scope line-item. During the CD phase, Shiel Sexton will work closely with the designers to maintain the desired budget. Shiel Sexton will also begin to prepare bid packages for market bidding during this phase. The CD phase will culminate with the public bid process and the GMP.

Contingency

Shiel Sexton along with the design team and owner will establish an initial design and construction contingency that will be earmarked to cover undefined portions of the design. The contingency

will be managed throughout the design process. As the drawings and specifications become increasingly more detailed and defined, the contingency amount will be reduced.

Alternates / Value Engineering

The detailed estimates provided by Shiel Sexton will allow the owner to better understand where its money is being spent. This will also allow Shiel Sexton an opportunity to provide value engineering suggestions and alternatives to consider. Alternates, if any, may provide the owner with an opportunity to maximize the scope of work for this project.

Schedule / Logistics

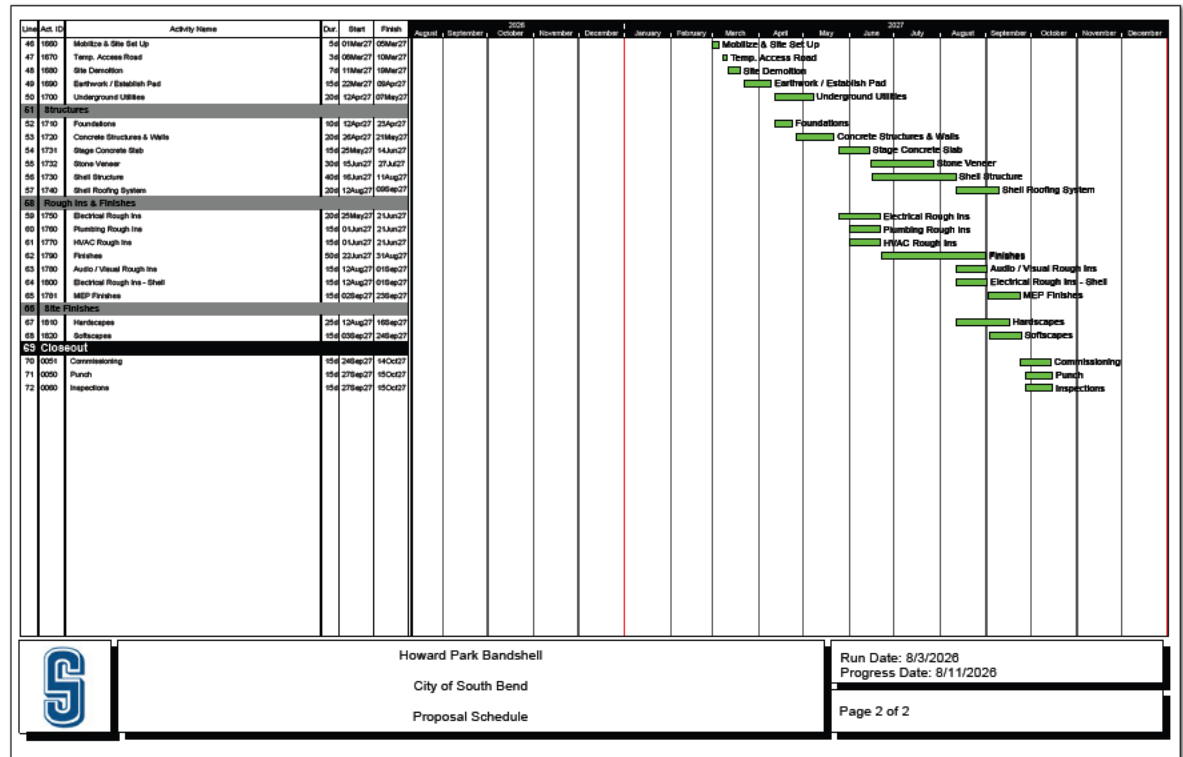
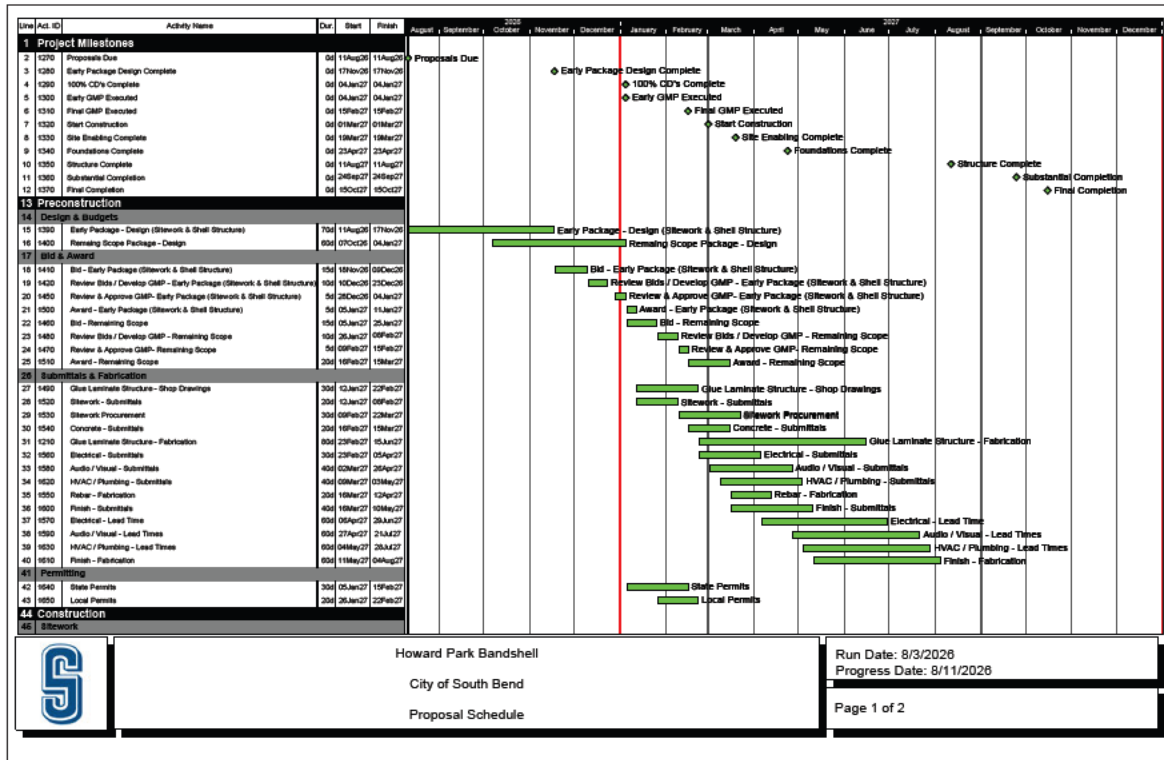
Each estimate will be accompanied by an integrated CPM schedule and logistics plan. The schedule will allow the owner to fully understand how and when the construction will commence and the pathway to completion. The logistics plan will identify how the construction will coexist with the surrounding property owners, buildings, and pathways including identification of how deliveries and waste removal will be managed during construction.



CITY/OWNER PROJECT SPECIFIC GOALS (continued)

5. PROJECT SCHEDULE:

We understand the importance of completing this project within a reasonable timeline. Our conceptual schedule is below.

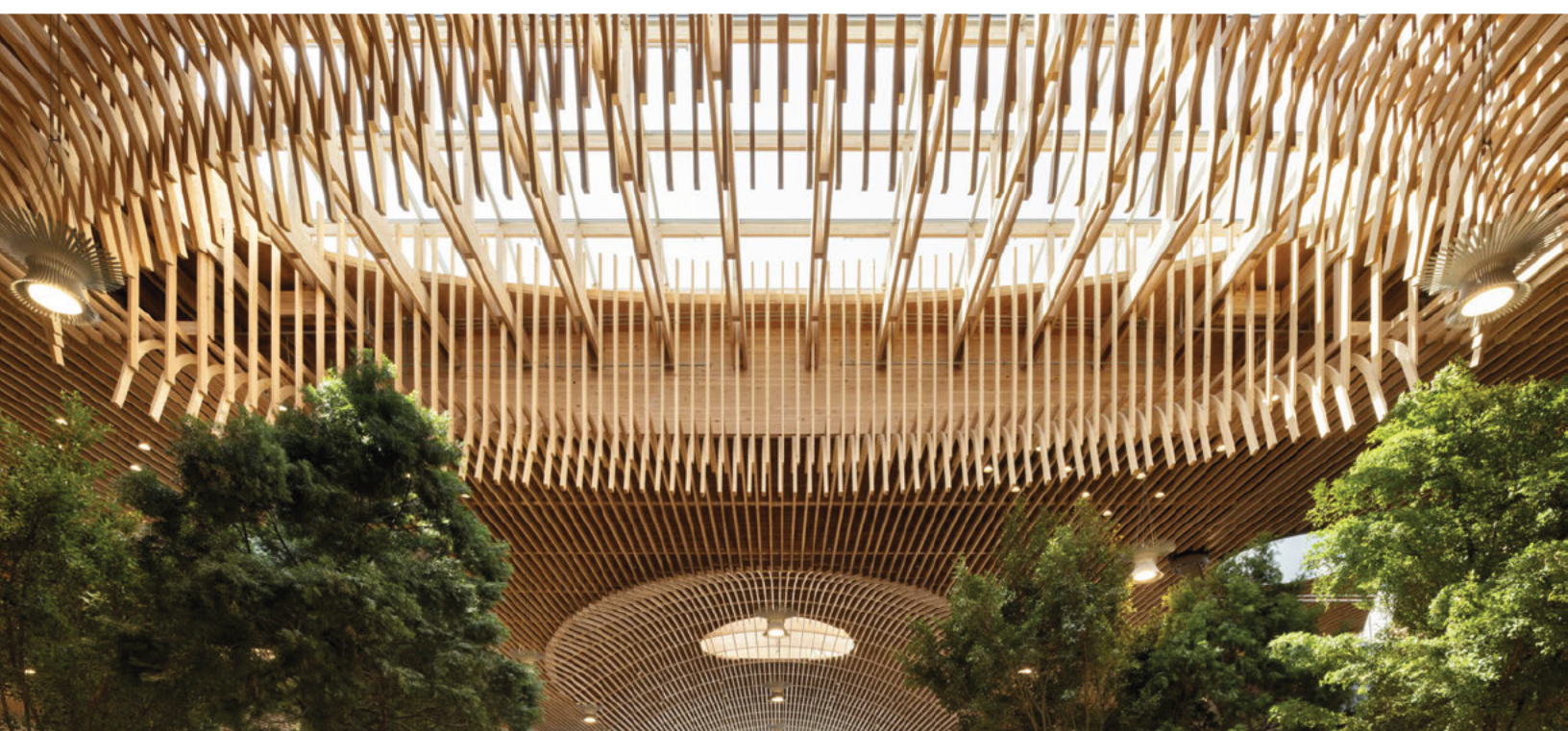


GLULAM APPROACH

Mass timber presents an exceptional opportunity to reduce embodied carbon while creating a structure that reflects and enhances the natural beauty of the surrounding park. We recognize our responsibility not only to advance sustainability goals, but also to serve as stewards of the long-term performance and durability of the facility. Our approach prioritizes thoughtful material and system selections that minimize operational demands and lifecycle maintenance costs.

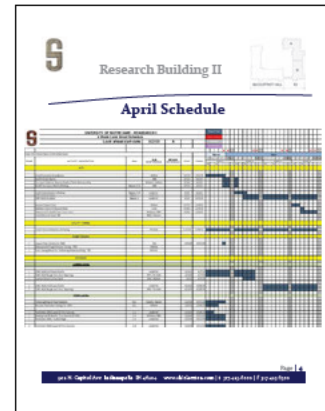
To support the project's procurement and delivery strategy, we have partnered with Timberlab, a leader in mass timber design and construction. Timberlab will provide expertise related to member sizing, wood species selection, sustainable sourcing, and the associated cost and schedule considerations. Their involvement during preconstruction will include meaningful collaboration, design-assist services as needed, and technical guidance to help inform key project decisions.

By combining the vision of the City of South Bend with the design expertise of HGA and the specialized mass timber knowledge of Timberlab, the project team is uniquely positioned to push the boundaries of what is possible for the Bandshell project. Together, we can deliver an innovative and inspiring destination while maintaining a strong focus on constructability, cost certainty, schedule reliability, and risk mitigation.



CMc CONTRACT

If the owner does not have a proposed form of contract, Shiel Sexton proposes a modified AIA A133 and A201 and can supply a copy upon award. Shiel Sexton's in-house counsel will then work closely with the owner and/or its counsel to finalize. This can be completed within a week or two. The GMP Amendment (Exhibit A, A133) will then be completed after bidding the first tier trade packages.



Sample Newsletter from Notre Dame

COMMUNICATION

We recognize the importance of clear and organized communication. As your construction manager, one of our most fundamental responsibilities is to provide structure and reliability between stakeholders. We will establish this foundation at project kickoff by developing a project communication plan that outlines key protocols, responsibilities, and expectations, including:

Project Directory

Including key contacts for each role within the owner, design team, and Shiel Sexton.

Responsibility Matrix

Our responsibility matrix will outline key responsibilities and delivery dates throughout the design and construction process.

Meeting Schedule

The frequency, general topic, and attendees of formal or standing project meetings throughout the design and construction process.

Reporting Schedule

Formal project reports, their frequency and recipients are established in the reporting schedule.

Communication Platforms

All project documentation will be cataloged and available to the team through a platform such as Join, DroneDeploy, Procore, Sharepoint, and Bluebeam.

The communication plan is a live document that evolves throughout the process and provides a framework for project stakeholders to eliminate ambiguity and ensure better information sharing.

COMMUNITY/MEDIA ENGAGEMENT

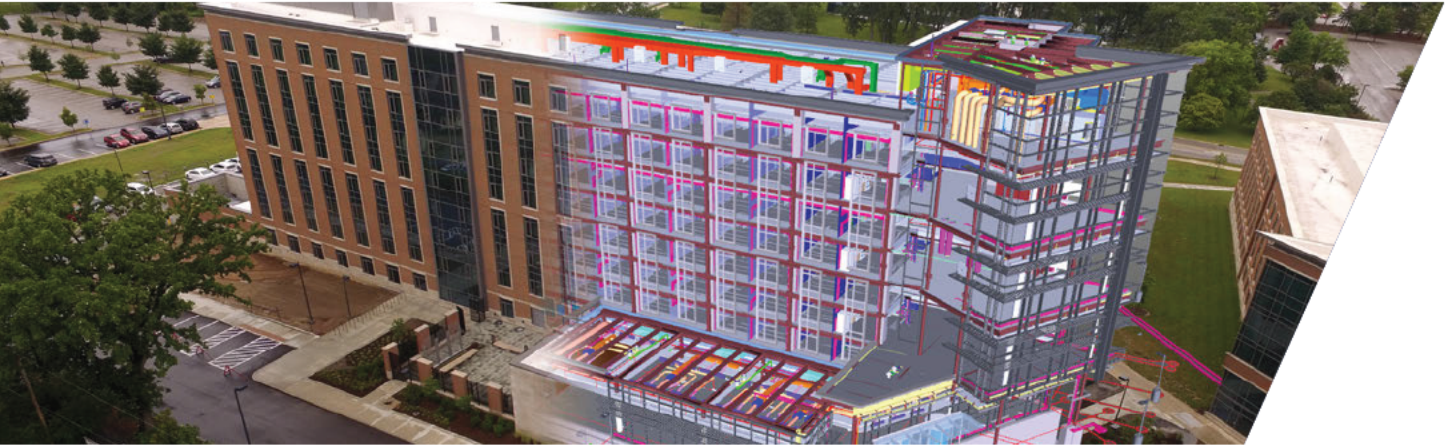
We recognize that clear and effective communication is key to maintaining positive relationships with media, stakeholders, and the public throughout the construction project. When necessary, our team will support the owner's media team to maintain a positive public image by keeping all relevant parties informed and promptly addressing potential concerns.

RISK MANAGEMENT

At Shiel Sexton, we take a proactive and comprehensive approach to risk management throughout the entire lifecycle of the construction project. Our strategy is designed to identify, assess, mitigate, and monitor risks in a manner that minimizes potential impacts on the project's cost, schedule, quality, and safety.

We begin by conducting a thorough risk assessment during the planning

phase, identifying all potential risks that could affect the project, including those related to design, procurement, construction, regulatory compliance, and environmental factors. We aim to minimize disruptions, ensure the project remains within budget and on schedule, and deliver high-quality results while protecting the interests of all stakeholders. Further details about our program will be discussed upon request or upon selection.



*Virtual Design & Construction:
Advanced tech in Experienced Hands*

TECHNOLOGY

Shiel Sexton leverages the capabilities of Building Information Modeling (BIM) and Virtual Design and Construction (VDC) technologies to maximize value and efficiency for our clients. This significantly improves project productivity in areas like planning, design, implementation, and communication while reducing risk and cost throughout the project lifecycle.

BIM and VDC's multi-disciplinary management process uses an interactive 3D model to represent the project and its individual components for project planning, design, implementation, schedule verification, and communication. High level BIM/VDC implementation offers enhanced risk management, substantial productivity gains, shortened construction time scales, and

significant cost savings. Throughout the lifecycle of the project, the BIM model serves as a single repository for data about changes, impacts on timeline, and constructability. Using BIM technology, teams can conduct precise coordination, identifying conflicts and their impact, track changes, and conduct advanced, visual scheduling coordination.

Shiel Sexton employs BIM to facilitate communication among all members of the team. As an integrated platform with anytime/anywhere access, BIM allows field teams to anticipate issues and avoid problems at the job site, and empowers them with information to solve challenges collaboratively and quickly when necessary.

Case Study

PURDUE UNIVERSITY EGP RENOVATION

Incorporating a laser scan of the existing space of EE/Duncan into the Coordination Model early on during the project, the Shiel Sexton team identifying ahead of time that the mechanical systems needed more room. This saved both time and money by preventing unnecessary rework.



MBE AND WBE PARTICIPATION

Committing to a Multi-Layered Approach to

DIVERSITY & LOCAL PARTICIPATION

Shiel Sexton's commitment to genuine diversity, equity, and inclusion strives to generate a lasting impact on the local and diverse supplier community. Our progressive approach focuses its efforts on a strategy that builds from the inside out.

SIX-POINT XBE MAXIMIZATION PROGRAM



01 OUTREACH

Shiel Sexton will conduct a series of informational workshops outlining upcoming project opportunities. The workshops allow Shiel Sexton to assess current XBE firm capabilities and for XBE firms to prepare in terms of manpower and cash flow.

02 ANALYSIS

Project teams analyze the gathered information to develop a unified procurement plan and curate bid packages designed to match the core strengths of the XBE firms.

03 BIDDER MEETINGS

A second outreach phase takes place following bid package break out. Our estimators notify interested XBE firms with bid package details. The Shiel Sexton team will work with XBE firms interested in pursuing specific bid packages with a subcontractor partner.

04 PROCUREMENT

The CM team carefully reviews the submitted bids and evaluates them for scope responsiveness and XBE participation level, which bidders must report with the bid. This information is established with the original participation goal as the project's reporting baseline.

05 IMPLEMENTATION

The CM team keeps open and active lines of communication with XBE contractors throughout construction. When apprised of transparent operational and financial progress, Shiel Sexton can identify potential issues before they arise and take action to ensure the project's success.

06 REPORTING

The CM team tracks and reports the program's results on a regular basis. This continuous monitoring ensures that the project meets (or exceeds) all XBE participation objectives.

MBE and WBE Participation

EXCEEDING EXPECTATIONS

PROVEN RESULTS: Our collaborative approach has achieved success on many projects, demonstrated by the select projects below. By applying these principles to the Howard Park Bandshell project, we are confident we can fulfill the state's participation goals.



UNIVERSITY OF NOTRE DAME MCCOURTNEY RESEARCH PHASE II

June 2022 - January 2025
105 McCourtney Hall • Notre Dame, IN

Total Contract Amount: \$111,848,000
XBE Amount: \$35,494,000
32%



UNIVERSITY OF NOTRE DAME MCCOURTNEY RESEARCH PHASE I

August 2014 - July 2016
54417 Leahy Drive • Notre Dame, IN

Total Contract Amount: \$61,500,000
XBE Amount: \$11,653,000
19%



INDIANAPOLIS - MARION COUNTY COMMUNITY JUSTICE CAMPUS

June 2018 - January 2022
675 Justice Way • Indianapolis, IN

Total Contract Amount: \$24,174,795
XBE Amount: \$7,344,949.82
32.73%



MSD OF WASHINGTON TOWNSHIP: RENOVATION + ADDITION TO 3 SCHOOLS

November 2021 - April 2024
Washington Township • Indianapolis, IN

Total Contract Amount: \$44,700,166
XBE Amount: \$13,410,000
30%

PROJECT COSTS

PRECONSTRUCTION SERVICES

Preconstruction services entails all project coordination required prior to the construction phase of the project, including design meetings, estimates, schedules, value engineering, bid package development, consultant engagement, solicitation of bids, etc.

CMc FEE

Fee includes all overhead and profit, plus all expenses related to home office staff (President and Vice President, COO, admin assistants, cost control engineers, project accounting, diversity coordinator, corporate safety director, legal counsel) and main office support materials and equipment.

CONSTRUCTION STAFFING

Construction staffing encompasses the staff hours required to manage the project from the end of preconstruction to the completion and closeout of the construction phase of the project.

COSTS OWNER IS RESPONSIBLE FOR

Here are some 'costs' that owner is typically responsible for. Sometimes these are delegated by the owners to their architect/engineer:

- Architect / Engineer Design Costs
- State & Local Approvals for Building / Site Design
- Feasibility Studies including Phase I, II Surveys
- Easements / Setbacks
- Department of Homeland Security Design Releases
- State & Local Storm Water Drainage Approvals
- State & Local Sanitary Approvals
- Code Adherence (Design)
- Tap Fees
- Impact Fees
- Builders Risk Insurance

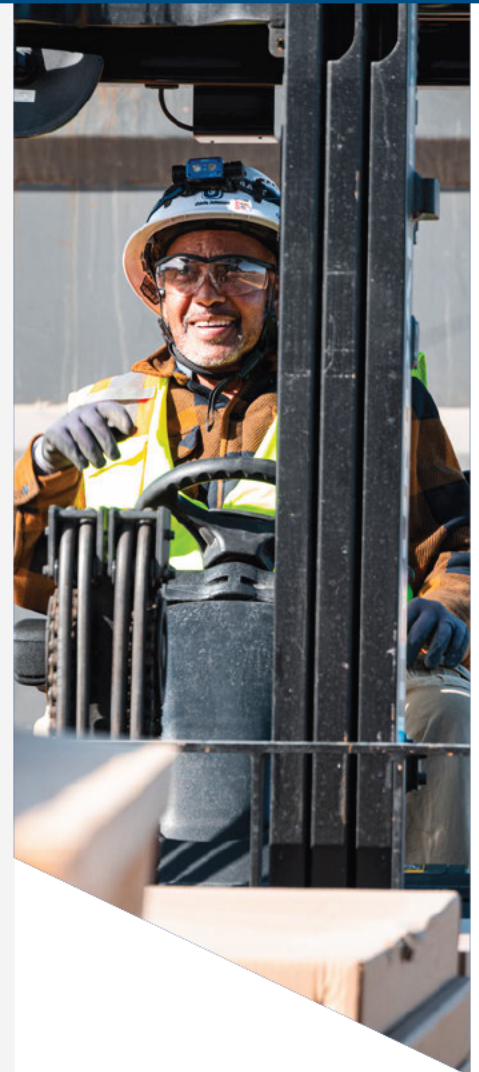
GENERAL CONDITIONS

Preliminary budget includes jobsite office, furnishings, equipment, jobsite office consumables/supplies and utilities, internet services, cell phones, IT for project team, and PROCORE management system for coordination and communication.

COST OVERRUNS, DELAYS, INCENTIVES, & CONTINGENCIES

The Shiel Sexton team will recommend/establish a design and construction contingency that will cover undefined portions of the project and will be managed throughout the design process. As the drawings become increasingly detailed and defined, the contingency amount will be drawn-down. We are open to shared savings incentive program if the City of South Bend wishes to discuss. It is not mandatory for our team.

If project delays are encountered, Shiel Sexton will develop a recovery plan and manage the plan to bring the project back on schedule.



Category	Amount (\$)
Preconstruction Services (assume 6 months)	20,000
CMc Fee (3.5% of assumed \$4.41 M)	166,786
General Conditions	60,400
Staffing	224,500
Bonds (Payments & Performance)	39,457
Builder's Risk	4,051
Expected Construction Contingency (1.5%)	70,424
Expected Owner Contingency (4.0%)	187,796
Total Project Amount	773,414

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)

STATE OF Indiana)
Marion) SS:
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, 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 employment, or any matter directly or indirectly related to employment because of race, sex, religion, color, national origin, ancestry, age, gender expression, gender identity, sexual orientation 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 may consider the Contractor's good faith efforts to obtain participation by those Contractors 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.

In no event shall persons or entities seeking the award of a City contract be required to award a subcontract to an MBE/WBE; however, it may not unlawfully discriminate against said WBE/MBE. A finding of a discriminatory practice by the City's MBE/WBE Utilization Board shall prohibit that person or entity 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 contract for 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 August day of 4, 2026

Shiel Sexton Company, Inc.

Contractor/Bidder (Firm)

✕

Signature of Contractor/Bidder or Its Agent

✕

Printed Name and Title

KEVIN HUNT, PRESIDENT

Subscribed and sworn to before me this 4th day of August, 2026

My Commission Expires 12-14-32

Notary Public

Brenda Sue Schape

11

Howard Park Bandshell - CMc RFP Response • Shiel Sexton | 29

ACORD™

Client#: 31918

SHIESEX1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/23/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER EPIC Insurance Midwest P.O. Box 80159 Indianapolis, IN 46280	CONTACT NAME Linda J. Griggs PHONE (A/C, No, Ext): 317-706-9534 E-MAIL ADDRESS: linda.griggs@epicbrokers.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Nat'l Union Fire Ins Co Pittsburgh PA INSURER B: XL Specialty Insurance Company INSURER C: New Hampshire Insurance Company INSURER D: AGCS Marine Insurance Company INSURER E: National Trust Insurance Company INSURER F:	NAIC # 19445 37885 23841 22837 20141
INSURED Shiel Sexton Company Inc. MBA Leasing, Inc. 902 N. Capitol Avenue Indianapolis, IN 46204		

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X X	3118753	09/01/2025	09/01/2026
				LIMITS	
				EACH OCCURRENCE \$2,000,000	
				DAMAGE TO RENTED PREMISES (Per occurrence) \$300,000	
				MED EXP (Any one person) \$10,000	
				PERSONAL & ADV INJURY \$2,000,000	
				GENERAL AGGREGATE \$4,000,000	
				PRODUCTS - COMPROP AGG \$4,000,000	
				\$	
E	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED ☐ AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	X X	CA10008702802	09/01/2025	09/01/2026
				COMBINED SINGLE LIMIT (Per accident) \$2,000,000	
				BODILY INJURY (Per person) \$	
				BODILY INJURY (Per accident) \$	
				PROPERTY DAMAGE (Per accident) \$	
				\$	
B	UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☒ RETENTION \$0	X	US00143222L125A	09/01/2025	09/01/2026
				EACH OCCURRENCE \$10,000,000	
				AGGREGATE \$10,000,000	
				\$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	48470396	09/01/2025	09/01/2026
				E.L. EACH ACCIDENT \$2,000,000	
				E.L. DISEASE - EA EMPLOYEE \$2,000,000	
				E.L. DISEASE - POLICY LIMIT \$2,000,000	
D	Leased & Rented Equipment		MXI93093022	09/01/2025	09/01/2026
				\$1,000,000 Per Item \$5,000 Deductible	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Howard Park Bandshell

The General Liability policy provides Additional Insured status including Completed Operations and Waiver of Subrogation if required by written contract. The General Liability policy is Primary and Non-Contributory if required by written contract. The Auto Liability policy provides Additional Insured status and Waiver of (See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
City of South Bend 215 S Doctor M.L.K. Jr Blvd South Bend, IN 46601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED, THE EXPIRATION DATE THEREOF, NOTICE WILL ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>John S. Flynn</i>

ACORD 25 (2016/03) 1 of 2 The ACORD name and logo are registered marks of ACORD
#S8956522/M7901980 RRI01

DESCRIPTIONS (Continued from Page 1)

Subrogation if required by written contract. The Auto Liability policy is Primary and Non-Contributory if required by written contract. The Workers Compensation policy provides a Waiver of Subrogation if required by written contract and permitted by state law. General Liability provides 30 Day Notice of Cancellation (15 Day Notice for Nonpayment of Premiums.)

SMALLER SIZE (10/10/10) 2 of 2
#S8956522/M7901980

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

This endorsement, effective 12:01 AM 09/01/2025 forms a part of Policy No. WC 046-40-7396

Issued to SHIEL SEXTON COMPANY, INC.

By NEW HAMPSHIRE INSURANCE COMPANY

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to benefit this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY AGAINST, UNDER ANY WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS.

This form is not applicable in Kansas for private construction contracts as defined in K.S.A. 16-1801 through K.S.A. 16-1807 or public construction contracts as defined in K.S.A. 16-1801 through 16-1908, except where permitted by statute or other applicable law, such as for use in wrap-up insurance programs.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah.

WC 00 03 13
(Ed. 04/84)

Countersigned by

Authorized Representative

