



**City Council Meeting
Council Chamber**

**March 2, 2023
7:00 P.M.**

Zoom Link – Internet Audio/Video:

<https://us02web.zoom.us/j/86796537362?pwd=SXJpSWRHRDNoVnEzNVBHNDZuNGZTZz09>

Dial-in Number: 312 626 6799

Meeting ID: 867 9653 7362

Passcode: 952124

AMENDED AGENDA

1. Pledge of Allegiance and Opening Prayer
2. Roll Call
3. Business from the Floor
4. Consent Agenda
 - A. Regular Council Meeting Minutes from **January 19, 2023**
 - B. Payroll Warrant **#T00384 In the Amount of \$380,452.11**
 - C. Payroll Warrant **#T00391 in the Amount of \$367,196.17**
 - D. Payroll Warrant **#T00393 in the Amount of \$325,658.69**
 - E. General Warrant **#5827 In the Amount of \$496,587.27**
 - F. General Warrant **#5828 In the Amount of \$426,462.65**
 - G. General Warrant **#5829 In the Amount of \$212,718.84**
5. Ordinances:
6. Resolutions:
 - A. **Resolution #23-03** A Resolution Appointing Larry Otis to the Veterans Commission to Serve the Remainder of a Three-Year.
 - B. **Resolution #23-04** A Resolution Authorizing the Mayor to Enter into A Contract with Spencer Contracting Company to Provide Construction Services For the 2023 Concrete Street Replacement Project for the City of Arnold.

- C. **Resolution #23-05** A Resolution Authorizing the Mayor to Enter into an Agreement with Splashtacular.
- D. **Resolution #23-06** A Resolution Authorizing the Mayor to Enter into a Contract with Platin Creek Excavating, LLC. to Provide Construction Services for the Ellen Rd. Stormwater Project for the City of Arnold.
- E. **Resolution #23-07** A Resolution Authorizing the Mayor to Enter into A Contract with Keeley Construction Services for The Church Road. Retaining Wall Project for The City of Arnold.

7. Motions:

- A. A Motion to Approve Liquor License Applications

8. Reports from Mayor and Council

9. Administrative Reports

10. Adjournment

Upon request, reasonable accommodations will be provided. Contact Tammi Casey, City Clerk, Arnold City Hall, 2101 Jeffco Boulevard, Arnold, Missouri 63010. Phone: 636-296-2100

RESOLUTION NO: 23-07

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A
CONTRACT WITH KEELEY CONSTRUCTION GROUP, INC. TO
PROVIDE CONSTRUCTION SERVICES FOR THE CHURCH RD.
RETAINING WALL PROJECT FOR THE CITY OF ARNOLD.

BE IT RESOLVED by the Council of the City of Arnold, Missouri, that the Mayor be, and is hereby authorized to enter into a contract with Keeley Construction Group, Inc. to provide construction services in the amount of \$912,353.20 for the Church Rd. Retaining Wall Project for the City of Arnold.

A copy of said contract is attached hereto and made a part hereof reference.

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

Date: _____

Contract Agreement

THIS AGREEMENT, made and concluded this ____ day of _____ 2023, by and between Spencer Contracting hereinafter called the "Contractor", and the City of Arnold, Missouri, hereinafter called the "City".

WITNESSETH, THAT, whereas the Council of the City of Arnold by motion adopted at a meeting held on _____, and by virtue of authority vested in said Council, has awarded to the Contractor the work of performing certain construction.

NOW, THEREFORE, the Contractor and the City, for the consideration hereinafter named, agree as follows:

Article 1. SCOPE OF WORK:

The Contractor shall provide all work incidental to the furnishing of all material, equipment, and labor to undertake the Church Rd Retaining Wall Project in accordance with the project specifications, and the terms of this contract for the City of Arnold, Missouri.

The Owner shall have representatives at the site as he may decide during the construction to observe the work in progress.

Article 2. TIME OF COMPLETION:

This contract shall be binding beginning on the 15 day of March, 2023 and end on the 15 day of November, 2023.

Article 3. CONTRACT PRICE:

The City shall pay the Contractor for the performance of the work, a sum not to exceed the total cost as shown on Church Rd Retaining Wall Project bid, the amount of \$912,353.20 attached hereto as shown on the Contractors bid form.

Article 4. PAYMENTS TO CONTRACTOR:

- a. Payment of contract price of \$912,353.20 shall be dispersed monthly.
- b. The Contractor will indemnify and save the City or the City's agents harmless from all claims growing out of the lawful demands of subcontractors, laborers, workers, mechanics, furnisher of material, and furnisher of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the City's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so, the City may, after having notified the Contractor, either pay

unpaid bills or withhold from the Contractor's unpaid compensation a sum until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the Contractor shall be made, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the City to either the Contractor, his Surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the City shall be considered as a payment made under the Contract Documents by the City to the Contractor and the City shall not be liable to the Contractor for any such payments made in good faith.

Article 5. GUARANTEE:

The Contractor and his Surety hereby expressly guarantee the aforesaid work shall be available twenty-four (24) hours, seven (7) days per week basis, including Holidays. Contractor MUST respond each time an authorized representative of the City requests service. The City of Arnold will give a minimum of two (2) hours' notice; the Contractor must positively confirm with the City of Arnold Parks Superintendent. Contractor MUST respond within two (2) hours after receipt of request for service from the City. Contractor MUST provide continuous 24-hour coverage, if required, until released by the City of Arnold Park Superintendent. Contractor personnel are NOT permitted to leave until released by the City of Arnold Park Superintendent. Contractor SHALL NOT work any other roads, sidewalks or Parking areas except the assigned City areas during the shift. The salt which is owned by the City and used by the Contractor, shall remain the property of the City of Arnold at all times. At the end of the shift, the trucks will be emptied and inspected by the shift supervisor. Salt shall only be dispersed into the Contractors vehicles by a qualified City employee. Contractor or its employees SHALL NOT load their vehicles themselves. All work shall be done in accordance with the best trade practices. All safety regulations for the protection of workmen, City of Arnold employees, pedestrians, and property must be followed. All applicable state and local laws, ordinances and codes shall apply to this contract.

Article 6. INSURANCE:

The Contractor will be required to furnish Public Liability and Property Damage Insurance in amounts as specified in the General Conditions and coverage to name the City of Arnold, Missouri, in addition to the Contractor, so that the City of Arnold is not only protected from all claims but also protected in that legal service will be rendered to defend all suits against the Contractor and the City. The Contractor shall be required to furnish the City with satisfactory proof of carriage of the insurance and endorsement(s) required. WORKERS COMPENSATION – As required by the Law of the State of Missouri Statutory Limits, including Employer's Liability. GENERAL LIABILITY – Limits of not less than \$2,000,000.00 per occurrence with an aggregate limit of \$4,000,000.00. AUTOMOBILE, BODILY INJURY & PROPERTY DAMAGE LIABILITY – Limits of not less than \$2,000,000.00 CSL per occurrence bodily injury and property damage is required. Non-ownership hired vehicles shall be included in the coverage. By accepting this contract, the successful bidder agrees to defend, indemnify, and hold harmless the City of Arnold, its elected and approved officials, and all employees. All Certificates of Insurance shall indicate a thirty (30) days advance written notice of cancellation or non-renewals. Insurance Certificates MUST be furnished to City of Arnold Public Works PRIOR to commencement of any work. Contractor's general liability insurance policy shall include a "City of Arnold Additional Insured Endorsement."

Umbrella or Excess Liability may satisfy minimum liability limits required above for Commercial General Liability (CGL) under Umbrellas or Excess Liability policy. There is no minimum Pre-Occurrence limit of liability under the Umbrellas or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest Each Occurrence limit for either Commercial General Liability or Business Auto Liability. CONTRACTOR agrees to endorse the City, its officers, agents, volunteers, lessees, invitees and employees, covered as an additional insured on the Umbrellas or Excess Liability and the Certificate of Insurance states that the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

The above list is not intended to be exhaustive; and the compliance requirement of this provision is continuing and must be satisfied during the entirety of this Agreement.

It is the sole responsibility of the Contractor to ensure that this provision is satisfied; and the City assumes no responsibility or liability for the failure to comply. Any penalty incurred as a result of noncompliance or failure to comply will be borne solely by the Contractor.

Article 7. THE CONTRACT DOCUMENTS:

The Advertisement, Information for Bidders, the Specifications, the Bid, and Bond, Addendum 1, together with this Agreement, form the Contract.

"No provision of this agreement shall constitute a waiver of the member's right to assert a defense based on sovereign immunity, official immunity or any other immunity available under law."

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in four (4) original counterparts as of the day and year first above written.

SIGNATURES ON NEXT PAGE

CONTRACT SIGNATURES

CITY OF ARNOLD
2101 Jeffco Blvd.
Arnold, Missouri 63010

Contractor: Keeley Construction Group, INC
Contractor Address:

By: _____
Ron Counts, Mayor

By: _____
Signature

ATTEST:
By: _____
Tammi Casey, City Clerk

Title

Date

Date

Telephone No.

(SEAL)

(SEAL)

APPROVED AS TO FORM:

City Attorney

BASE BID – ARNOLD TENBROOK ROAD SITE					
	Items	Unit	Quantity	Unit Price	Total Price
1	PCC Gutter Removal	FOOT	180	\$ 31.23	\$ 5,621.40
2	PCC Gutter	FOOT	180	\$ 95.37	\$ 17,166.60
3	Aggregate Base Course	CU YD	10	\$ 143.53	\$ 1,435.30
4	Earth Embankment/Grading	CU YD	60	\$ 101.70	\$ 6,102.00
5	Unsuitable Subgrade excavation and backfill	CU YD	10	\$ 119.06	\$ 1,190.60
6	Seeding, Fertilizing, and Mulching	SQ YD	600	\$ 4.29	\$ 2,574.00
7	Erosion Control	L SUM	1	\$ 432.77	\$ 432.77
8	Mobilization	L SUM	1	\$ 10,132.38	\$ 10,132.38
9	Traffic Control & Protection	L SUM	1	\$ 6,665.53	\$ 6,665.53
Total Bid Amount (Arnold Tenbrook Road Site)					\$ 51,320.58

BASE BID – CHURCH ROAD SITE					
	Items	Unit	Quantity	Unit Price	Total Price
1	Segmental Block Wall Removal	L SUM	1	\$ 22,964.46	\$ 22,964.46
2	Rock Removal	CU YD	340	\$ 118.20	\$ 40,188.00
3	PCC Wall including cap/gutter, underdrain system, form liner,	L SUM	1	\$ 326,946.27	\$ 326,946.27
4	Threaded Bar	FOOT	370	\$ 51.50	\$ 19,055.00
5	Drill Hole and Grout for Threaded Bar Embedment (10')	EACH	15	\$ 8,010.91	\$ 120,163.65
6	Wall Anchor Components and Hardware per Plans for Complete assembly (DYWIDAG or Approved Equal)	EACH	15	\$ 4,337.34	\$ 65,060.10
7	Wall Granular Backfill	CU YD	550	\$ 70.11	\$ 38,560.50
8	Earth Excavation/Grading	CU YD	660	\$ 30.51	\$ 20,136.60
9	Integrally Colored Concrete	SQ FT	2400	\$ 3.70	\$ 8,880.00
10	Concrete painting/Staining (3 colors)	SQ FT	2400	\$ 13.50	\$ 32,400.00
11	Fence	FOOT	215	\$ 90.09	\$ 19,369.35
12	Geoweb 20V	SQ FT	225	\$ 20.82	\$ 4,684.50
13	Unsuitable Subgrade excavation and rock backfill	CU YD	20	\$ 119.06	\$ 2,381.20
14	Seeding, Fertilizing, and Mulching	SQ YD	1200	\$ 2.15	\$ 2,580.00
15	Erosion Control	L SUM	1	\$ 3,211.27	\$ 3,211.27
16	Mobilization	L SUM	1	\$ 129,141.63	\$ 129,141.63
17	Traffic Control & Protection	L SUM	1	\$ 5,310.09	\$ 5,310.09
Total Bid Amount (Church Road Site)					\$ 861,032.62
Total Bid Amount (Arnold Tenbrook Road)					\$ 51,320.58
Total Bid Amount Base Bid					\$ 912,353.20

ALTERNATE BID CHURCH ROAD SITE 1 - COST REDUCTION FOR USE OF A STONE FORMLINER OWNED BY CONTRACTOR

Note: Contractor is to obtain approval from City of Arnold Public Works Director for any other formliner styles other than specified on the base bid.

	Items	Unit	Quantity	Unit Price	Total Price
1	Contractor's Stone Formliner	L SUM	1	\$ 0.00	\$(0.00)
Total Alternate Bid Church Road Site 1 (Deductive)					\$(0.00)

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 Bid Acceptance Period

- A. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 Instructions to Bidders

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 Receipt of Addenda

- A. Bidder hereby acknowledges receipt of the following Addenda:

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 Bidder’s Representations

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work and including all American Iron and Steel requirements.
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified ~~in the Supplementary Conditions~~, with respect to the Technical Data in such reports and drawings. [No reports or tests available on the Arnold Tenbrook Road Site.]
 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified ~~in the Supplementary Conditions~~, with respect to Technical Data in such reports and drawings. [No known Hazardous Environmental Conditions.]
 6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified ~~in the Supplementary Conditions~~ or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder’s (Contractor’s) safety precautions and programs.
 7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
 9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 Bidder's Certifications

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 6.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

Keeley Construction Group, Inc.
(typed or printed name of organization)

By: 
(individual's signature)

Name: Nick Timmermann
(typed or printed)

Title: Chief Estimator
(typed or printed)

Date: 2/21/2023
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: 
(individual's signature)

Name: Emily Dewees
(typed or printed)

Title: Administrative Assistant
(typed or printed)

Date: 2/21/2023
(typed or printed)

Address for giving notices:

500 S. Ewing Ave., Suite G, St. Louis, MO 63103

Bidder's Contact:

Name: Nick Timmermann
(typed or printed)

Title: Chief Estimator
(typed or printed)

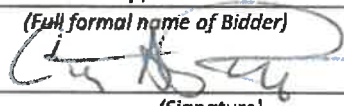
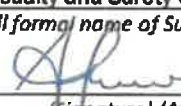
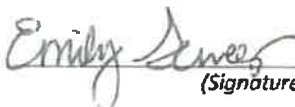

Phone: 618-267-1698

Email: ntimmermann@keeleyconstruction.com

Address: 500 S. Ewing Ave., Suite G, St. Louis, MO 63103

Bidder's Contractor License No.: (if applicable) N/A

BID BOND (PENAL SUM FORM)

Bidder Name: Keeley Construction Group, Inc. Address (principal place of business): 500 S. Ewing Avenue, Suite G St. Louis, MO 63103	Surety Name: Travelers Casualty and Surety Company of America Address (principal place of business): One Tower Square Hartford, CT 06183
Owner Name: City of Arnold Address (principal place of business): City of Arnold 2101 Jeffco Blvd. Arnold, MO 63010	Bid Project (name and location): Church Road & Arnold Tenbrook Road Wall Improvements Project Arnold, MO Bid Due Date: February 22, 2023
Bond Penal Sum: Ten Percent (10%) of the Amount Bid Date of Bond: February 22, 2023	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder Keeley Construction Group, Inc. <i>(Full formal name of Bidder)</i>	Surety Travelers Casualty and Surety Company of America <i>(Full formal name of Surety) (corporate seal)</i>
By:  <i>(Signature)</i>	By:  <i>(Signature) (Attach Power of Attorney)</i>
Name: Curtis A. Peitzman <i>(Printed or typed)</i>	Name: Andrew P. Thome <i>(Printed or typed)</i>
Title: Executive Vice President	Title: Attorney-In-Fact
Attest:  <i>(Signature)</i>	Attest:  <i>(Signature)</i>
Name: Emily Dewees <i>(Printed or typed)</i>	Name: Jamie Briggs <i>(Printed or typed)</i>
Title: Witness	Title: Witness
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	



1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

State of Missouri
County of St. Louis

On February 22, 2023, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Andrew P. Thome known to me to be Attorney-in-Fact of

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.



Jamie Briggs, Notary Public

JAMIE BRIGGS
Notary Public - Notary Seal
STATE OF MISSOURI
St. Charles County
My Commission Expires: Jan. 08, 2027
Commission # 23276136

My Commission Expires: _____



**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 **ANDREW P THOME** of **CHESTERFIELD** Missouri, 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 **22nd** day of **February**, 2023




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.**

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to Issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

QUALIFICATIONS STATEMENT

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:		Keeley Construction Group, Inc.	
Corporate Office			
Name:	Nick Timmermann	Phone number:	618-267-1698
Title:	Chief Estimator	Email address:	ntimmermann@keeleyconstruction.com
Business address of corporate office:		500 S. Ewing Ave. Suite G, St. Louis, MO 63103	
Local Office			
Name:	Nick Timmermann	Phone number:	618-267-1698
Title:	Chief Estimator	Email address:	ntimmermann@keeleyconstruction.com
Business address of local office:		500 S. Ewing Ave. Suite G, St. Louis, MO 63103	

1.02 Provide information on the Business's organizational structure:

Form of Business:	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation		
<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Joint Venture comprised of the following companies:			
1.	N/A		
2.			
3.			
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	1976	State in which Business was formed:	Illinois
Is this Business authorized to operate in the Project location?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Pending	

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:	N/A	Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business’s officers, partners, and limits of authority.

Name:	Lawrence P. Keeley Jr.	Title:	Chief Executive Officer
Authorized to sign contracts:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$ No limit
Name:	Thomas M. Birkemeier	Title:	President
Authorized to sign contracts:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$No limit
Name:	Curtis A. Peitzman	Title:	Executive Vice President
Authorized to sign contracts:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$No limit
Name:	James R. Lee	Title:	Executive Vice President

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:	See attached		
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business’s Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
<input type="checkbox"/> Disadvantaged Business Enterprise		
<input type="checkbox"/> Minority Business Enterprise		
<input type="checkbox"/> Woman-Owned Business Enterprise		
<input type="checkbox"/> Small Business Enterprise		
<input type="checkbox"/> Disabled Business Enterprise		
<input type="checkbox"/> Veteran-Owned Business Enterprise		
<input type="checkbox"/> Service-Disabled Veteran-Owned Business		
<input type="checkbox"/> HUBZone Business (Historically Underutilized) Business		
<input type="checkbox"/> Other		
<input checked="" type="checkbox"/> None		

ARTICLE 4—SAFETY

4.01 Provide information regarding Business’s safety organization and safety performance.

Name of Business’s Safety Officer:	Rob Miller	
Safety Certifications	See attached	
Certification Name	Issuing Agency	Expiration

4.02 Provide Worker’s Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year	2022			2021			2020		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
Keeley Construction Group, Inc.	.65	.83	1,448,353	.66	.43	1,383,518	.69	.58	1,032,484

ARTICLE 5—FINANCIAL

5.01 Provide information regarding the Business’s financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:	SFW Partners, LLC		
Business address:	1610 Des Peres Rd., Suite 300 St. Louis, MO 63131		
Date of Business’s most recent financial statement:	12/31/2022	<input checked="" type="checkbox"/> Attached	
Date of Business’s most recent audited financial statement:	12/31/2021	<input checked="" type="checkbox"/> Attached	
Financial indicators from the most recent financial statement			
Contractor’s Current Ratio (Current Assets ÷ Current Liabilities)	1.76		
Contractor’s Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)	1.32		

ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	Travelers Casualty and Surety Company		
Surety is a corporation organized and existing under the laws of the state of:	Connecticut		
Is surety authorized to provide surety bonds in the Project location?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Mailing Address (principal place of business):	One Tower Square Hartford, CT 06183		
Physical Address (principal place of business):	940 Westport Plaza Drive, Ste. 450 St. Louis, MO 63146		
Phone (main):	860-277-0111	Phone (claims):	860-277-0111

ARTICLE 7—INSURANCE

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):	
Insurance Provider	Type of Policy (Coverage Provided)
Hartford Insurance Company	Commercial General Liability
Hartford Insurance Company	Commercial Automobile Liability
Hartford Insurance Company	Workers' Compensation
Are providers licensed or authorized to issue policies in the Project location?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Does provider have an A.M. Best Rating of A-VII or better?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Mailing Address (principal place of business):	c/o JD Kutter, Charles L. Crane Agency 100 N. Broadway, Suite 900 St. Louis, MO 63102
Physical Address (principal place of business):	One Hartford Plaza Hartford, CT 06155-0001
Phone (main):	314-444-4949
Phone (claims):	314-444-4949

ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	Approx. 438 salaried employees & 1200 craft professionals.
Estimate of revenue for the current year:	\$560,000,000
Estimate of revenue for the previous year:	\$440,640,822

8.02 Provide information regarding the Business’s previous contracting experience.

Years of experience with projects like the proposed project: 30+ years			
As a general contractor:	47	As a joint venturer:	3 years - MAK JV MLS Stadium
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:			
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Been barred from contracting by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Been released from a bid in the past 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Defaulted on a project or failed to complete any contract awarded to it? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Refused to construct or refused to provide materials defined in the contract documents or in a change order? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Been a party to any currently pending litigation or arbitration? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Provide full details in a separate attachment if the response to any of these questions is Yes.			

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business’s experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business’s key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
- B. Diverse Business Certifications if required by Paragraph 3.01.
- C. Certification of Business’s safety performance if required by Paragraph 4.02.
- D. Financial statements as required by Paragraph 5.01.

- E. Attachments providing additional information as required by Paragraph 8.02.
- F. Schedule A (Current Projects) as required by Paragraph 8.03.
- G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.
- H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.
- I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: Keeley Construction Group, Inc.
(typed or printed name of organization)

By: 
(individual's signature)

Name: Nick Timmermann
(typed or printed)

Title: Chief Estimator
(typed or printed)

Date: 2/21/2023
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: 
(individual's signature)

Name: Emily Dewees
(typed or printed)

Title: Administrative Assistant
(typed or printed)

Address for giving notices:
500 S. Ewing Ave. Suite G. St. Louis, MO 63103

Designated Representative:

Name: Nick Timmermann
(typed or printed)

Title: Chief Estimator
(typed or printed)

Address: Keeley Construction Group, Inc.

Phone: 618-267-1698

Email: ntimmermann@keeleyconstruction.com

Schedule A—Current Projects

Name of Organization	Keeley Construction Group, Inc.			Project Name	
Project Owner	See attached				
General Description of Project					
Project Cost		Date Project			
Key Project Personnel Name	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
Owner	Name	Title/Position	Organization	Telephone	Email
Designer					
Construction Manager					

Project Owner	Project Name				
General Description of Project					
Project Cost		Date Project			
Key Project Personnel Name	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
Owner	Name	Title/Position	Organization	Telephone	Email
Designer					
Construction Manager					

Project Owner	Project Name				
General Description of Project					
Project Cost		Date Project			
Key Project Personnel Name	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
Owner	Name	Title/Position	Organization	Telephone	Email
Designer					
Construction Manager					

Schedule B—Previous Experience with Similar Projects

Name of Organization	See above				
Project Owner					
General Description of Project					
Project Cost					
Key Project Personnel Name	Project Manager	Project Superintendent	Date Project	Safety Manager	Quality Control Manager
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
Owner	Name	Title/Position	Organization	Telephone	Email
Designer					
Construction Manager					
Project Owner	Project Name				
General Description of Project					
Project Cost					
Key Project Personnel Name	Project Manager	Project Superintendent	Date Project	Safety Manager	Quality Control Manager
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
Owner	Name	Title/Position	Organization	Telephone	Email
Designer					
Construction Manager					
Project Owner	Project Name				
General Description of Project					
Project Cost					
Key Project Personnel Name	Project Manager	Project Superintendent	Date Project	Safety Manager	Quality Control Manager
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
Owner	Name	Title/Position	Organization	Telephone	Email
Designer					
Construction Manager					
Project Owner	Project Name				
General Description of Project					
Project Cost					
Key Project Personnel Name	Project Manager	Project Superintendent	Date Project	Safety Manager	Quality Control Manager
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
Owner	Name	Title/Position	Organization	Telephone	Email
Designer					
Construction Manager					

Schedule C—Key Individuals

Project Manager			
Name of individual		Tim Eagen	
Years of experience as project manager		See attached	
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Project Superintendent			
Name of individual		Lee Murphy	
Years of experience as project superintendent		See attached	
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Safety Manager			
Name of individual		Rob Miller	
Years of experience as project manager		See attached	
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Quality Control Manager			
Name of individual		Matt Muller	
Years of experience as project superintendent		See attached	
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Affidavit of Work Authorization

Comes now Nick Timmermann (name) as Chief Estimator (office held) first being duly sworn, on my oath, affirm Keeley Construction Group, Inc. (company name) is enrolled and will continue to participate in a federal work authorization program in respect to employees that will work in connection with the contracted services related to Church Road & Arnold Tenbrook Road Wall Improvements **PROJECT** for the duration of the contract, if awarded in accordance with RSMo Chapter 285.530 (2). I also affirm that Keeley Construction Group, Inc. (company name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to Church Road & Arnold Tenbrook Road Wall Improvements **PROJECT** for the duration of the contract, if awarded.

In Affirmation thereof, the facts stated above are true and correct (The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo).

Nick Timmermann
Signature

Nick Timmermann
Printed Name

Chief Estimator
Title

2/22/2023
Date

Subscribed and sworn before me the 22 day of February. I am commissioned as a notary public within the county of St. Louis. State of Missouri, and my commission expires on Jul. 19, 2026.

Emily Dewees
Signature of notary

2/22/2023
Date



STATE OF MISSOURI)
) ss
COUNTY OF St. Louis)

AFFIDAVIT OF AMERICAN PRODUCTS PURCHASE

Comes now before me Nick Timmermann as Chief Estimator of Keeley Construction Group, Inc.,
(NAME) (OFFICE HELD) (COMPANY NAME)

being duly sworn on his/her oath, affirms that said company has complied with Missouri State Law Section 34-353 RSMo regarding the purchase of manufactured good or commodities used or supplied in the performance of the City of Arnold's **Church Road & Arnold Tenbrook Road Wall Improvements Project**. I also affirm that Keeley Construction Group, Inc. did
(COMPANY NAME) not and would not knowingly purchase or supply manufactured goods or commodities used on the aforementioned City of Arnold project, being compliant with the law. In affirmation thereof, the facts stated above are true and correct (the undersigned understands that false statements made in this filing are subject to penalties provided under Section 575.040 RSMo).

Nick Timmermann
SIGNATURE (PERSON WITH AUTHORITY)

Nick Timmermann
(PRINTED NAME)

Chief Estimator
(TITLE)

2/22/2023
(DATE)

Subscribed and sworn to before me this 22 day of February, 2023.

Emily Dewees
Notary Public

My commission expires on: Jul. 19, 2026



NON-COLUSION FORM

Nick Timmermann being duly sworn in oath deposed and states:

- I. That in connection with this procurement,
 - a. The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other bidder or with any competitor;
 - b. The prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening directly or indirectly to any other bidder; or to any competitor; and,
 - c. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
- II. The undersigned further states:
 - a. He is the person in the bidders' organization responsible within that organization for the decision as to the prices being bid herein and that he has not participated, and will not participate, in any action contrary to (I) (a) through (I) (c) above.
 - b. He is not the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (I) (a) through (I) (c) above, and as their agent does hereby so certify; and he has not participated, and will not participate in any action contrary to (I) (a) through (I) (c) above.
- III. The Contractor hereby attests to their intent to comply with the American with Disabilities Act. (ADA).
- IV. It is expressly understood that the foregoing statements, representations, and promises are made as a condition to the right of the bidder to receive payment under any award made hereunder.

For Corporations Keeley Construction Group, Inc.
 Corporation
 (NAME, INDICATE IF CORPORATION, PARTNERSHIP OR SOLE PROPRIETOR)

(Corporate Seal) Chief Estimator
 (OFFICE HELD IN BIDDER ORGANIZATION)

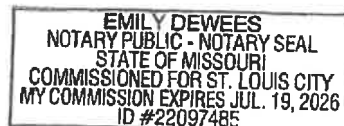
ATTEST: Emily Dewees
 Emily Dewees, witness

By Nick Timmermann
 Nick Timmermann

Subscribed and sworn to before me this 21 day of February, 2023.

Emily Dewees
 Notary Public




My commission expires on: Jul. 19, 2026





NICK TIMMERMANN

Chief Estimator

-  314.421.5933
-  ntimmermann@lkeeley.com
-  @ Nick Timmermann

CAREER HISTORY

14 Years Experience

EDUCATION

SIUE

BS in Construction Management

EXPERIENCE

BP | Whiting, IN | \$48.9M

Whiting Fluor On-Site Battery Limits (OSBL) Final Filters Civil, Concrete and Underground Utilities

Boeing | Hazelwood, MO | \$141M

Building 245 Expansion

Ameren Missouri | Venice, IL

Venice Pipe Plugging

Westar Energy - Jeffery Energy Center | St. Mary's, KS | \$26.8M

Unit #1 SCR Project - General Construction 2012 Outage

Ameren | Lake Ozark, MO | \$39M

Bagnell Dam Stabilization

Holcim (US) Inc. | Bloomsdale, MO | \$63M

Conveyors and Equipment

Ameren | Festus, MO | \$1.6M

Labadie Unit 4 Dry Flight Conveyor Installation

Associated Electric Cooperative Inc | Clifton Hill, MO | \$13M

Thomas Hill Energy Center Units 1 and 2 Environmental Controls Retrofit

Ameren | Labadie, MO | \$18.5M

Ameren Labadie Unit 1 2019 Major Boiler Outage

Ameren | Festus, MO | \$18M

Rush Island Fall 2016 Major Boiler Outage Package A

NRG Energy | Pekin, IL | \$101M

Midwest Generation Powerton Unit #5 & #6 DSI System Installation

BP | Whiting, IN | \$320M

BP Whiting Fluor GOHT Mechanical, Electrical and Instrumentation

Ameren | St. Louis, MO | \$58M

Labadie and Rush Island Fly Ash Project

Caseyville Township | O'Fallon, IL | \$20M

Wastewater Treatment Plant Expansion

Gateway | Sandoval, IL | \$7.7M

Regional Water Treatment Plant



TIM EAGAN

Senior Project Manager

 314.410.8703

 teagan@keeleyconstruction.com

 @ Tim Eagan

CAREER HISTORY

14+ Years Experience

EDUCATION

Lindenwood University
Bachelor of Arts -
Information Technology
Summa Cum Laude

CERTIFICATIONS

Project Management
Professional (PMP)

PROJECT EXPERIENCE

Union Street Pump Station | Lincoln, IL | \$3.9M

Installation of pumpstation and replacement of storm and sanitary infrastructure.

Olive Crossing Soldier Pile Wall & Ductbank | Olivette, MO | \$925K

Design and installation of earth retention system and installation of ductbank for Ameren UE power.

Jones Lang Lasalle & Sparrowhawk | Sauget, IL | \$106K

Design and installation of new entrance at warehouse facility. Install included ditch excavation, RCP install, base and backfill aggregate, and asphalt pavement.

Bryan Builders & Amazon | Sauget, IL | \$1.8M

Design and repair of existing sitework. Repair included tear-out and repair of existing concrete pavement, excavation and install of new asphalt pavement and concrete sidewalk, installation of trench drain, installation of jersey barriers, milling and overlay asphalt, and parking lot striping. Installation of new overflow parking lot involving over-excavation, installation of concrete pavement, installation and management of SWWPPP, and installation of stormwater swale.

Trinitas Ventures | Cincinnati, OH | \$12M

Design, fabrication, and installation of structural system for building. Scope included the cold formed metal load bearing system, structural steel, composite metal deck floor system, exterior glass mat sheathing, and air & vapor barrier system.

Friendship Village Skilled Nursing Facility & Memory Care | Sunset Hills, MO | \$2M

Design, fabrication, and installation of structural system for building. Scope included the cold formed metal load bearing system, steel joist and metal deck floor system, and exterior glass mat sheathing.

Friendship Village Skilled Nursing Facility & Memory Care | Chesterfield, MO | \$1.2M

Design, fabrication, and supply of structural system for building. Scope included the cold formed metal load bearing system, steel joist and metal deck floor system, and exterior glass mat sheathing.

Midas Hospitality - Element Hotel | St. Louis, MO | \$2M

Design, fabrication, and installation of structural system for building. Scope included the cold formed metal load bearing system, steel joist and metal deck floor system, and exterior glass mat sheathing.



TIM EAGAN

Senior Project Manager

PROJECT EXPERIENCE

Midas Hospitality – AC Hotel | St. Louis, MO | \$1.2M

Design, fabrication, and installation of structural system for building. Scope included the cold formed metal load bearing system, composite metal deck floor system, prefabricated bathroom frames, and exterior glass mat sheathing.

Eden on the Rouge Assisted Living & Memory Care | Canton, MI | \$800K

Design, fabrication, and supply of structural system for building. Scope included the cold formed metal load bearing system, steel joist and metal deck floor system, and exterior glass mat sheathing.

Towncenter Live Community | Rockford, IL | \$800K

Design, fabrication, and supply of structural system for building. Scope included the cold formed metal load bearing system, steel joist and metal deck floor system, and exterior glass mat sheathing.

Kleo Art Residences | Chicago, IL | \$800K

Design, fabrication, and supply of structural system for building. Scope included the cold formed metal load bearing system, steel joist and metal deck floor system, and exterior glass mat sheathing.

Fairfield Inn | Chicago, IL | \$700K

Design, fabrication, and supply of structural system for building. Scope included the cold formed metal load bearing system, composite metal deck floor system, prefabricated bathroom frames, and exterior glass mat sheathing.

Blossom Springs Assisted Living & Memory Care | Rochester, MI | \$400K

Design, fabrication, and supply of structural system for building. Scope included the cold formed metal load bearing system, steel roof truss system, exterior glass mat sheathing, and air & vapor barrier system.

Ted Shanks Habitat Rehabilitation & Enhancement Project | Ashburn, MO | \$29M

Civil improvements involving excavation of historic river channels, modification and re-alignment of flood protection levee, removal and installation of water control structures, and installation of new pump station.

Pools 25 & 26 Habitat Rehabilitation & Enhancement Project | St. Charles, MO | \$1M

Dredging and excavation of river channels, and installation of river training structures.



TIM EAGAN

Senior Project Manager

PROJECT EXPERIENCE

Clarence Cannon Habitat Rehabilitation & Enhancement | Annada, MO | \$29M

Civil improvements involving modification and setback of flood protection levee, modification of existing berms and river channels for site water management, and removal and installation of water control structures.




Batchtown Habitat Rehabilitation & Enhancement Project | Batchtown, IL | \$23M

Civil improvements involving installation of new flood protection levee, new water control structures, excavation and dredging of river channels, and installation of Obermeyer water control structure.



LEE MURPHY

Superintendent

-  573.580.4139
-  lmurphy@keeley.com
-  @ Lee Murphy

CAREER HISTORY

24+ Years Experience

CERTIFICATIONS

- OSHA 10 Hour
- OSHA 30 Hour
- First Aid CPR Training

OVERVIEW

Lee is a skilled superintendent that has over 24 years of experience managing and supervising projects. He is a hard-working, skillful, craftsman that is open-minded and possesses outstanding interpersonal communication skills. Lee's experience has allowed him to hone his skills, making him a versatile team member who is dedicated to completing the project safely.

EXPERIENCE

4545 Laclede Apartments | St. Louis, MO | \$6M

Two-story cast in place parking garage with post tension decks and sitework package.

Olive Crossing Parking Garage | St. Louis, MO | \$1.7M

Excavate drilled piers and pour, excavate grade beams and pour, form and pour foundation walls.

Lambert Tank Farm | St. Louis, MO

Build a new tank farm with containment foundations, operations building, new pump pad foundations.

Casper Stolle Rock Crusher | Dupu, IL

Install new state of the art rock crusher, conveyer system, concrete tunnels and foundations.

Metro Link | St. Louis, MO

Build a brand-new train station with new platform, bike trail and sidewalks.

212 South Meremac | St. Louis, MO

Form and pour walls, form and pour cast in place stairs, form and pour elevated deck. Five-stories parking garage, 25 floors of apartments.

City Walk Parking Garage | St. Louis, MO

Form and pour shear walls, form and pour elevated decks.



ROB MILLER CSP, OHST

Vice President of Safety

SAFETY EXPERIENCE

Safety Director | With 23 years of experience, Rob brings his knowledge and skills to the Risk Management Team at L. Keeley Construction. As a Safety Director, Rob oversees all safety processes and policies on every project. Each jobsite requires a Site Safety Analysis before work is allowed to begin, every time that jobsite is revisited. All individuals on jobsites are empowered to call out Good Catches and Near Misses, which are then sent out in a company-wide, weekly report recognizing those individuals for their effort in proactively making a safety improvement.

Safety Educator | Rob dedicates his time to educating all team members on the L. Keeley Safety Culture and facilitating environments of empowerment on every jobsite. Initial and ongoing education is a key component to continual improvement of a safety culture despite rapid company growth. Every team member is required to complete a minimum of 40 hours of Safety and Professional Development each year.

Safety Champion | L. Keeley Construction has a world-class safety culture and record. They know that a completely safe - ZERO incident jobsite - is possible with the right policies, procedures, philosophy, and most importantly, people in place. L. Keeley has created a formal Site Safety Orientation for all workers on every project. The focus of this program is to ensure that all jobsite workers and visitors understand the workplace practices, hazards, and rules. Rob champions these orientations as well as New Hire Safety Orientation for all new L. Keeley Team members.

WORK HISTORY

Ameren Safety | Senior Safety Supervisor | 2008 to 2018

Nooter Construction Company | Regional Safety Manager | 2005 to 2008

Delta Nooter, Inc. | Safety Manager | 2003 to 2008

Nooter Construction Company | Safety Engineer | 1996 to 2005

Safety Education Consultants | Lead Instructor | 2013 to present

 314.703.0694

 rmiller@lkeeley.com

 @ Rob Miller

CAREER HISTORY

23 Years Experience

EDUCATION

Murray State University

*Bachelor of Science in
Occupational Safety &
Health*

CERTIFICATIONS

Certified Safety
Professional

Certified Occupational
Health and Safety
Technologist

Certified SafeStart Trainer
American Red Cross
Certified - First Aid / CPR /
AED

OSHA 501 qualified

OSHA 500 qualified

ATSSA Traffic Control
Supervisor

Quality Management
Systems Auditor

Competent Person -
Scaffold Training Institute,
Trenching & Excavation,
Master Rigger



MATT MULLER

Vice President of Quality

EXPERIENCE

Vice President of Quality | As the Vice President of Quality for Keeley Construction, I am responsible for the development and continuous improvement of the Quality Management Program, supporting all Keeley companies. This includes the creation of processes, procedures, document development, documents control, and training. A large part of my role includes Quality Training on Lessons Learned, critical construction techniques, and risk avoidance. I also serve as the Technical Advisor to all Keeley's from design coordination, detail review, and issue resolution.

Construction Quality Control Director | As the Construction Quality Control Director for a \$560 million multi-building hospital project, I developed, managed and implemented a multi-step quality control system. The program includes preliminary submittal review, coordination of Pre-construction meetings, field review of all construction activities, issue documentation/resolution and testing coordination and documentation.

Quality Assurance Manager | Through the management of the quality assurance program and methodology standards, I aid project teams in the production of consistent and well coordinated construction documents and specifications. My collaboration with the Operations Department helps me to advance the Design team's understanding of field issues and prevent future issues. My efforts to manage and resolve field issues in a timely manner resulted in solutions with minimal cost and were a benefit to our team's successes.

Technical Advisor | My professional experience with construction detailing, project management procedures, project delivery methods, building codes and life safety requirements enables me to perform the duties of technical advisor for a large architectural firm, construction company and construction procurement department. Responsibilities include detail development, life safety and building code compliance review, specification development, conflict resolution, technical support and manufacturer / product review during procurement negotiations.

Specification Manager | Develop and manage the company specifications using MasterSpec, SpecLink and Specintact software formats. Converted the office master specification to SpecLink format and edited the content to align with company standards resulting in a 30 to 40 percent reduction in the time required to develop individual project specs.

 314.308.0421

 mmuller@keeleyconstruction.com

 @ Matt Muller

CAREER HISTORY

29 Years Experience

EDUCATION

ITT Technical Institute
*Associates of Applied
Science
Computer-Aided Design*

PROFESSIONAL ORGANIZATIONS

The American Institute of
Architects, Associate
Member



RON ROELLIG

Vice President of Infrastructure

- 314.566.0897
- rroellig@lkeeley.com
- @Ron Roellig

CAREER HISTORY

20+ Years Experience

CERTIFICATIONS

- OSHA 10 Hour
- OSHA 30 Hour
- Confined Space Certification
- Excavation and Trenching Certification

EXPERIENCE

MSD Coldwater Storage Tank A | St. Ann, MO | \$16M

AGC Project of the Year Award | Project Manager | The main features included a six million gallon concrete wet weather storage tank, a diversion structure, an influent pump station with six submersible pumps to accommodate a wide range of flows with a firm capacity of 30,000 GPM, and a SCADA system for real-time monitoring of wet weather levels in the trunk sewer and controlling the diversion of flow into and out of the wet weather storage tank. Given the location of the tank facility within a residential community, an Exterior Insulation Finishing System was used to create faux windows and other aesthetic features on the tank surface to make it resemble an office building. Green features were incorporated, including a unique rain water harvesting design for the tank's spray wash system. A rain garden was also designed for on-site groundwater infiltration.

MSD Lemay Redundant Force Main | St. Louis, MO | \$9M

Project Manager | The Lemay Redundant Force Main was the first of nine tunnel projects to be completed in MSD Project Clear's capital improvement program to improve water quality and alleviate many wastewater concerns in the St. Louis region. The new force main allows the treatment plant to accept a higher volume of wastewater and allows MSD to inspect the original force main for the first time since its construction in the 1960s. Because of topographic barriers that prevent the flow of wastewater by gravity alone, force mains use pressure to propel wastewater to treatment plants. The original force main has been in constant use since its construction, pumping wastewater to the Lemay Wastewater Treatment Plant, meaning that the 50+ year-old pipe has not seen inspection since it went into service.

MSD Bissell WWTP Disinfection | St. Louis, MO | \$20M

Project Manager | Two disinfection systems were constructed at the Bissell WWTP, both of which utilize a chlorination/dechlorination chemical system. There is a dry weather system for flows up to 300 MGD and a wet-weather flow system for flows between 300 MGD and 450 MGD. The dry weather disinfection system consists of dosing sodium hypochlorite into induction units located in junction chambers. Chlorine residual is measured and is used as fine tuning for accurate dechlorination chemical dosing. When the flow exceeds 300 MGD, the wet weather strategy begins by opening the motor-operated gates, which allows excess flow into a wet weather chlorine contact basin for treatment. The wet weather system has automated control features that prepare the system for high flow disinfection and then clean the channels by use of tipping buckets and flush the chemical lines after the event. Integration of the new instrumentation into the existing SCADA system was required at Bissell WWTP.

EXPERIENCE CONTINUED

Cole Junction Pump Station | Jefferson City, MO | \$8M

Project Manager | Work for this project included the general construction of a wastewater pump station including sitework, drilling and blasting of rock, 120" diameter gravity sewer, yard piping, manholes, process piping, equipment, plumbing, heating, ventilation, air conditioning, electrical and instrumentation and control. Donohue & Associates and Jefferson City received an Engineering Excellence Grand Award for the Cole Junction Pump Station and Force Main project from the American Council of Engineering Companies (ACEC) of Missouri. The award recognizes outside the box thinking to find the right solution for increasing the capacity of the Cole Junction Pump Station, eliminating sanitary sewer overflows, and addressing force main deficiencies. The obvious inclination was to use the existing route and upgrade existing infrastructure. The alternative to build a new force main and drill under the Missouri River and convey directly to the WWTP seemed a "wild" idea on the surface; however, after further evaluation it proved to be the most cost-effective plan. By providing storage at the new pump station site necessitating a smaller pump station with smaller pumps it lowered the initial capital cost and future operating and maintenance costs. The smaller pump size also reduced the force main pipe size from 30" to 24" and the new force main route saved capital. The "right solution" solved the issues the City was facing and saved the City and ratepayers over \$10M. The pump station can now handle flows up to 14,000 gallons per minute during a storm event.

Saline Creek WWTP | Fenton, MO | \$12M

Project Manager | Project included construction of a new 5 MGD regional wastewater treatment plant. The plant features a multi-channel oxidation ditch with biological nutrient reduction (BNR) capabilities. Engineers design supported higher loading, resulting in a smaller footprint and a savings of \$1.5 million on the \$11.5 million project. The plant improvements also featured new clarifiers, RAS/WAS pumping, UV disinfection, SCADA system, a new laboratory and operations office. With the treatment capacity in place, engineers followed up with a Comprehensive Facility Plan that outlined multiple, prioritized projects that would extend new collector sewer mains in established residential and commercial areas to eliminate nine small WWTPs and seven lift stations, bringing all the flow by gravity to the regional plant.

Vincennes, Indiana WWTP | Vincennes, IN | \$16M

Project Manager | To address the City's improvement and expansion needs, as well as regulatory concerns, a plan for the expansion and upgrade of the Vincennes Wastewater Treatment Facility was developed. The expansion and upgrade, increased treatment capacity to an average daily design flow of 7.5 MGD. That is an increase of approximately 63% over the 4.56 MGD flow design the City had previously. The design peak hourly flow increased from 5.65 MGD to 22 MGD to full treat all wet weather flow at the facility. Additional facility upgrades included grit removal, primary settling, chlorine disinfection, anaerobic sludge digestion, secondary biological treatment, including aeration and clarification.

Some other improvements that were deemed a necessary part of the upgrade were collection system improvements. The collection system is the actual network of sewer pipes, manholes, lift stations and pump stations that direct the wastewater flow to the treatment facility. These improvements included new sanitary interceptors and existing interceptor improvements to collect wastewater from currently unsewered areas and to convey wastewater to a new lift station. The new, larger lift station at Watson Street pumps wastewater through a force main directly to the plant head-works.



Current Projects In Progress 2023

Contract Amount	Type of Work	Estimated Completion Date	Percent Complete	Location	Owner
\$ 250,000,000.00	Mass Excavation and Utility work	April 2023	80	St. Louis, MO	Kwame Building Group
\$ 26,440,541.00	Mass excavation and utility work	Spring 2023	80	Brentwood, MO	City of Brentwood, MO
\$ 4,596,900.00	Water Treatment Plant	March 2023	90	Dawson IL	Village of Dawson, IL
\$ 3,560,334.00	Excavation and Site Work	June 2024	50	Quincy, IL	Capital Development Board, State of Illinois
\$ 4,769,732.00	Substation and Transmission Line Foundations	Winter 2023	10	St. Louis, MO	Ameren
\$ 1,414,209.00	Substation Foundations	Winter 2024	10	Fredericktown, MO	Ameren
\$ 1,715,842.00	Substation and Transmission Line Foundations	Winter 2025	10	Brussels, IL	Ameren
\$ 1,900,000.00	Transmission line Foundations	Winter 2026	10	Carbondale, IL	Ameren
\$ 2,122,600.00	Substation Foundations	Spring 2023	80	Des Moines, IA	Apple
\$ 916,000.00	Substation Grading	Spring 2023	80	Jackson, MO	Wabash Valley
\$ 714,000.00	Substation Foundations	Winter 2023	20	West Union, IL	Battlner
\$ 1,947,000.00	Substation Grading and Foundations	Spring 2023	70	Indianapolis, IN	AES
\$ 483,000.00	Substation Foundations	Winter 2023	5	Plynton, OH	Fluor B&W Portsmouth
\$ 3,190,000.00	Substation Removals and Foundations	Fall 2023	70	Peekin, IL	Ameren
\$ 500,000.00	Substation Removals and Foundations	Fall 2023	60	Bloomington, IL	Ameren
\$ 4,500,000.00	Substation Grading and Foundations	Spring 2023	70	St. Louis, MO	Ameren
\$ 1,400,000.00	Substation Foundations	Winter 2023	90	Fredericktown, MO	Ameren
\$ 1,200,000.00	Substation Foundations	Spring 2023	80	Brussels, IL	Ameren
\$ 500,000.00	Transmission Line Foundations	Spring 2023	90	Brussels, IL	Ameren
\$ 7,000,000.00	Transmission Line Foundations	Winter 2023	95	Effingham, IL	Ameren
\$ 620,000.00	Substation Foundations	Winter 2023	10	Arnold, MO	Ameren
\$ 657,000.00	Substation Foundations	Winter 2023	30	Lake Ozark, MO	Ameren
\$ 543,900.00	Substation Foundations	Winter 2023	10	St. Louis, MO	Ameren
\$ 651,000.00	Transmission Line Foundations	Winter 2023	80	Decatur, IL	Ameren
\$ 200,000.00	Substation Foundations	Winter 2023	75	Effingham, IL	Ameren
\$ 850,000.00	Substation Foundations	Winter 2023	75	Effingham, IL	Ameren
\$ 1,000,000.00	Transmission Line Foundations	Winter 2023	80	Urica, IL	Ameren
\$ 1,169,500.00	Substation Grading and Foundations	Spring 2023	50	Blue Mound, IL	Ameren
\$ 1,050,000.00	Substation Removals and Foundations	Fall 2023	50	Champaign, IL	Ameren



Completed Projects

Contract Amount	Type of Work	When Completed	Location	Owner
\$ 695,570.00	New Subst- Heavy Earthwork, Struct Conc	Feb of 2017	Carer Mills, IL	IE Myers
\$ 737,996.85	Subst Expansion- Heavy Earthwork, Drilled Piers	Feb of 2017	Prick, IL	IE Myers
\$ 1,406,574.00	Heavy Earthwork, Storm Sewer, Avg Roadway	Feb of 2017	Mendota, IL	Ameren
\$ 719,276.00	Storm Sewer Installation, AGE Wall	Feb of 2017	Bethel, MO	Ameren
\$ 2,000,138.09	Storm and Sanitary Sewer Installation	Mar of 2017	Passadena Hills, MO	MSD
\$ 3,085,000.00	2017- Substation Construction- Heavy Earthwork, Structural Concrete, Drilled Shafts	2017	Various, IL and MO	Ameren
\$ 2,611,000.00	Substation Expansion- Heavy Earthwork, Structural Concrete, Drilled Shafts	2017	Various, IL and MO	Ameren
\$ 67,157.92	Transmission line tower precision grouting	July of 2017	Bearsdown, IL	IE Myers
\$ 985,906.00	Access road construction, culvert installation, bank stabilization, erosion control, heavy earthwork	Aug of 2017	Bearsdown, IL	Ameren
\$ 1,629,524.00	New Substation Constr- Heavy earthwork, structural concrete	May of 2017	Trenton, IL	Ameren
\$ 3,099,560.00	Pipe pile installation, heavy earthwork, structural concrete footings and piers	July of 2017	Bearsdown, IL	Ameren
\$ 234,433.00	Substation Expansion- Structural concrete and drilled shafts	April of 2017	Mendota, IL	Ameren
\$ 2,814,870.00	Substation Expansion- Vitrified rock piers, structural conc, heavy earthwork, sewer install	Dec of 2017	Dupee, IL	Ameren
\$ 63,976.00	Structural concrete foundations	May of 2017	Wood River, IL	Ameren
\$ 1,900,000.00	Access road construction, culvert installation, bank stabilization, erosion control, heavy earthwork	Dec of 2017	Galcatburg, IL	Ameren
\$ 122,027.76	New Transmission Line- Access road and deep foundation construction	June of 2017	Caroline, IL	Ameren
\$ 606,615.29	New Transmission Line- Access road and deep foundation construction	May of 2017	Creve Coeur, IL	Ameren
\$ 909,815.66	New Transmission Line- Access road and deep foundation construction	June of 2017	St. Charles, MO	Ameren
\$ 22,861.00	New Transmission Line- Access road and deep foundation construction	April of 2017	Bellville, IL	Ameren
\$ 975,970.75	New Transmission Line- Access road and deep foundation construction	June of 2017	Wilmington, IL	Ameren
\$ 339,444.44	New Transmission Line- Access road and deep foundation construction	July of 2017	Wilmington, IL	Ameren
\$ 106,424.00	Transmission line drilled shaft foundation	April of 2017	Urbana, MO	Ameren
\$ 69,891.00	Heavy earth moving, bank stabilization, erosion control	July of 2017	Mantion, IL	Ameren
\$ 32,215.00	Access road construction, culvert installation, heavy earthwork, ROW improvements	Dec of 2017	Keosau, IL	Ameren
\$ 177,474.00	Substation Expansion- Deep foundations, structural concrete	Nov of 2017	Kirkville, MO	Ameren
\$ 2,866,445.21	Substation Expansion- Heavy earthwork, structural concrete, sewer install, drilled shafts, roadway construction	Nov of 2017	Ransley, IL	Ameren
\$ 75,440.00	Substation Expansion- Deep foundations, structural concrete	April of 2017	Carverville, IL	Ameren
\$ 84,939.00	Transmission line drilled shaft foundation	April of 2017	Norwell, IL	Ameren
\$ 66,274.00	Substation Expansion- Deep foundations, structural concrete	August of 2017	Wood River, IL	Ameren
\$ 145,130.00	New Transmission Line- Access road and deep foundation construction	July of 2017	Keosau, MO	Ameren
\$ 38,598.00	Heavy earth moving, aggregate laydown yard/crushing surface	April of 2017	Villa Grove, IL	Ameren
\$ 791,300.00	Substation Expansion- Heavy earthwork, structural concrete, sewer install, drilled shafts, roadway construction	April of 2017	Wilmington, IL	Ameren
\$ 889,100.00	New Substation Constr- Heavy earthwork, structural concrete, sewer install, drilled shafts, roadway construction	June of 2017	Ogden, IA	Ameren
\$ 700,005.59	Transmission line drilled shaft foundations	2018	Various, IL and MO	Ameren
\$ 6,184,345.32	Transmission line drilled shaft foundations	2018	Various, IL and MO	Ameren
\$ 108,134.00	New Subst- Heavy Earthwork, Struct Conc	2018	AFTON, MO	Ameren
\$ 63,000.00	Subst Expansion- Heavy Earthwork, Drilled Piers	2018	BETHLEHEM, MO	Ameren
\$ 185,021.00	Structural Concrete	2018	ARTHUR, IL	Ameren
\$ 12,663.00	Structural Concrete	2018	QUINCY, IL	Ameren
\$ 270,021.00	New Subst- Heavy Earthwork, Struct Conc	2018	FLINT HILL, MO	Ameren
\$ 538,042.85	New Subst- Heavy Earthwork, Struct Conc	2018	PINE LAWN, MO	Ameren
\$ 629,972.48	New Subst- Heavy Earthwork, Struct Conc	2018	ST LOUIS, MO	Ameren
\$ 50,000.00	New Subst- Heavy Earthwork, Struct Conc	2018	HEMPDEN, IL	Ameren
\$ 48,568.00	Structural Concrete	2018	AFTON, MO	Ameren
\$ 1,276,380.40	Transmission line drilled shaft foundations	2018	GRAY SUMMIT, MO	Ameren
\$ 151,897.00	Structural concrete foundations	2018	AFTON, MO	Ameren
\$ 157,000.00	Structural concrete foundations	2018	AFTON, MO	Ameren
\$ 2,553,424.72	Transmission line drilled shaft foundations	2018	ST LOUIS, MO	Ameren
\$ 140,000.00	Subst Expansion- Heavy Earthwork, Drilled Piers	2018	Various, IL and MO	Ameren
\$ 46,825.00	Foundation installation	2018	COLLINGSVILLE, IL	Ameren
\$ 292,600.00	Subst Expansion- Heavy Earthwork, Drilled Piers	2018	BANNER, IL	Ameren
\$ 99,700.00	Subst Expansion- Heavy Earthwork, Drilled Piers	2018	MURPHYSBORO, IL	Ameren
\$ 480,400.00	New Subst- Heavy Earthwork, Struct Conc	2018	MANHATTAN, KS	Ameren
\$ 250,700.00	New Subst- Heavy Earthwork, Struct Conc	2018	OSGEO, IA	Ameren
\$ 107,481.95	Structural concrete foundations	2018	BRIGHTMARC, KS	Ameren
\$ 150,884.83	Structural concrete foundations	2018	FRANKLIN, MS	Ameren
\$ 94,436.55	Road Repair/Expansion	2018	DELAWARE, IL	Ameren
\$ 61,881.55	Subst Expansion- Heavy Earthwork, Drilled Piers	2018	PRELBERG, IL	Ameren
		2018	COLLINGSVILLE, IL	Ameren
		2018	ALTON, IL	Ameren
		2018	SOUTHWESTERN ELECTRIC CO-OP	Ameren

Amount	Description	Month	Year	Location	Contractor
\$ 260,636.13	Structural concrete foundations	2018	2018	GRAND PRINGS, MO	ACE ENERGY ***
\$ 43,989.00	Deep Foundation Drilled Shafts	2018	2018	OPWYE, IL	MERCURY COMMUNICATIONS
\$ 1,700,889.45	Road repair/ Expansion	2018	2018	TROY, MO	WITTE BROS. EXCHANGE, INC.
\$ 2,560,384.73	Structural concrete foundations	2018	2018	JONESBURG, MO	CERTAINTED CORPORATION
\$ 74,900.00	Subst Expansion- Heavy Earthwork/Drilled Piers	2018	2018	ST LOUIS, MO	AMEREN
\$ 990,611.05	Structural Concrete	2018	2018	ST LOUIS, MO	BURNS & MCDONNELL ENGINEERING C
\$ 75,074.00	Lynbom and Spill Control	2018	2018	ALTAAMONT, IL	SOUTHWESTERN ELECTRIC CO-OP
\$ 91,157.16	Subst Expansion- Heavy Earthwork/Drilled Piers	2018	2018	HOSKINS, NE	IRL E. MYERS CO.
\$ 147,668.48	Road Repair/ Expansion	2018	2018	KUDRUVILLE, IA	HEWLETT & WICKOFF INC
\$ 233,127.96	Subst Expansion- Heavy Earthwork/Drilled Piers	2018	2018	SMITHS, WV	EC SOURCE SERVICES, LLC.
\$ 364,557.07	Civil Stewer/Utilities	October 2019	2019	ST LOUIS, MO	MSD
\$ 807,584.00	Substation Spill Control install and removal	July 2019	2019	FLOHRSBART, MO	MSD
\$ 80,015.85	Substation Spill Control install	September 2019	2019	ST PETERS, MO	AMEREN
\$ 375,985.00	Civil Stewer/Utilities	October 2018	2018	KIRKWOOD, MO	MSD
\$ 218,277.80	Civil Stewer/Utilities	September 2019	2019	ST LOUIS, MO	NESTLE PURINA PETCARE CO.
\$ 1,695,042.38	5 Acre Parking Lot	July 2019	2019	O'FALLON, MO	CLASHMAN & WADEFIELD
\$ 92,033.00	Substation Expansion	November 2019	2019	O'FALLON, MO	AMEREN
\$ 490,482.17	New Substation, Civil Stewer	September 2019	2019	ST LOUIS, MO	AMEREN
\$ 169,731.42	Civil Stewer/Utilities, Parking Lot Expansion	August 2019	2019	ST LOUIS, MO	PROGRESS PARTNER, LLC
\$ 108,316.00	Mass Excavation, Storm Sewer, Rock Excavation	June 2019	2019	ST PETERS, MO	DIEMIC ELECTRONIC MATERIALS, INC.
\$ 354,194.18	Civil Stewer/Utilities, Sewer Install	September 2019	2019	ST LOUIS, MO	AMEREN
\$ 557,130.00	Civil Stewer/Utilities	March 2020	2020	ST LOUIS, MO	BADEAN CONSTRUCTION
\$ 694,100.00	Historical Painting, Restoration	September 2019	2019	ST LOUIS, MO	MSD
\$ 5,950,850.50	Well Remediation, New Well Installation, 500,000 Gallon Cleared Storage Tank Install	June 2019	2019	ST LOUIS, MO	QTY OF TROY ILLINOIS
\$ 1,037,672.88	Lewis, Vehicle Installation	June 2019	2019	TROY, IL	MSD
\$ 1,149,199.18	New Booster Pump Station, Demo, Stewer, Highway	October 2019	2019	FENTON, MO	MSD
\$ 2,487,744.00	Concrete Loading Dock	June 2019	2019	CARROLLTON, IL	GREENE COUNTY RURAL WATER DISTR
\$ 4,356,735.00	Transmission Line Access Road	August 2019	2019	ST LOUIS, MO	VAZQUEZ COMMERCIAL CONTRACTIN
\$ 7,667,345.85	Transmission Line Access Road	March 2020	2020	MAYWOOD, MO	AMEREN
\$ 913,808.54	New Substation	March 2020	2020	KIRKVILLE (VARIOUS), MO	AMEREN
\$ 655,142.29	Substation Remedial	December 2019	2019	COLUMBIA, IL	AMEREN
\$ 686,929.00	Substation Remedial/Expansion	November 2019	2019	HAYMA, IL	AMEREN
\$ 377,577.83	Substation Expansion	December 2019	2019	EDWARDS, IL	AMEREN
\$ 500,547.17	New Substation	October 2019	2019	WASHINGTON, MO	AMEREN
\$ 659,136.40	New Substation	July 2019	2019	CARLISLE, IL	J.F. ELECTRIC, INC.
\$ 238,000.00	Substation Expansion/Remodel	October 2019	2019	ROLLA, MO	AMEREN
\$ 2,186,208.00	Substation Expansion/Remodel	March 2020	2020	NORMAL, IL	INSPIRED SOLUTIONS
\$ 736,916.74	Transmission Line	December 2019	2019	BONHEAVILLE, IA	AMEREN
\$ 9,438,227.57	New Transmission Line	December 2019	2019	DALE, IN	CAE VALLEY ELECTRIC CO.
\$ 4,111,580.87	Substation Remedial/ Civil Site Utilities	March 2020	2020	EDWARDS, IL	MTR TRANSMISSION SERVICES INC
\$ 1,083,818.83	Metro Link Platform	September 2019	2019	ST LOUIS, MO	AMEREN
\$ 2,803,470.00	Substation Expansion/Remodel	August 2019	2019	ST LOUIS, MO	INSPIRED SOLUTIONS
\$ 2,082,989.76	Substation Expansion/Remodel	February 2020	2020	ST LOUIS, MO	BI STATE DEVELOPMENT
\$ 1,159,937.06	Loading Dock Addition	December 2019	2019	STUART, IA	Great Rivers Greenway
\$ 150,751.20	Sewer Relocation and 600' concrete retaining wall	August 2019	2019	ST LOUIS, MO	Venquest
\$ 751,150.71	New Substation	February 2020	2020	ST LOUIS, MO	AMEREN
\$ 1,624,580.43	New Substation	January 2020	2020	ST LOUIS, MO	AMEREN
\$ 101,670.56	Pavement	December 2019	2019	ST LOUIS, MO	AMEREN
\$ 49,657.28	New Substation	September 2019	2019	WABDARD HETS, MO	AMEREN
\$ 1,066,921.37	New Substation	March 2020	2020	ROLLA, MO	AMEREN
\$ 182,207.28	Transmission Line Casing	January 2020	2020	DECATUR, IL	AMEREN
\$ 103,051.00	Substation Expansion	January 2020	2020	QUINTON, IL	AMEREN
\$ 741,715.50	New Substation	December 2019	2019	ST LOUIS, MO	Barnes-Jewish Hospital
\$ 4,413,980.87	Substation Remedial/Adhion	January 2020	2020	EDWARDS, IL	AMEREN
\$ 8,156,727.57	Transmission Line Foundatons	January 2020	2020	DALE, IN	L. E. Myers
\$ 486,556.00	Substation Remedial/Adhion	February 2020	2020	NORMAL, IL	AMEREN
\$ 156,424.90	Substation Remedial/Adhion	January 2020	2020	NORMAL, IL	AMEREN
\$ 494,300.00	CSO Modifications	December 2019	2019	ST LOUIS, MO	MSD
\$ 131,389.77	Substation Foundations	December 2019	2019	ST LOUIS, MO	MSD
\$ 881,193.81	Substation	January 2020	2020	SPRINGFIELD, IL	Prarie Power
\$ 373,123.89	Solar Field	May 2020	2020	NEW HOLLAND, IL	William Charles
\$ 2,590,385.05	Substation Remedial/Expansion	July 2020	2020	DARWIN TOWNSHIP, IL	Enlie Solar
\$ 1,029,043.00	Substation Remedial/Expansion	July 2020	2020	BLOOMINGTON, IL	AMEREN
\$ 1,309,596.31	Substation Remedial/Expansion	July 2020	2020	ROBINSON, IL	AMEREN
\$ 2,097,032.76	New Substation/ Substation Expansion	September 2020	2020	GRANITE CITY, IL	AMEREN
\$ 337,490.80	Transmission Line	July 2020	2020	ROLLA, MO	AMEREN
\$ 12,656,556.14	Alport Fuel Tank and Transfer Line	October 2020	2020	BERKELEY, MO	STI Fuel Company
\$ 4,991,778.00	Waste Water Treatment Facility Improvements	May 2021	2021	QUINCY, IL	Washington University St. Louis
\$ 2,014,444.00	Street Improvements	December 2020	2020	ST LOUIS, MO	AMEREN
\$ 1,906,029.00	Transmission Line	July 2020	2020	ROBINSON, IL	AMEREN
\$ 855,653.00	Substation Remedial/Expansion	November 2020	2020	NORMAL, IL	AMEREN
\$ 770,511.00	New Substation	October 2020	2020	WHITE OAK TWRNSH, IL	AMEREN

\$ 712,396.00	Transmission Line	September 2020	FARMINGTON, MO	Amnren
\$ 201,396.74	Transmission Line	July 2020	BOSS, MO	Amnren
\$ 312,041.45	Transmission Line	July 2020	ST. LOUIS, MO	Amnren
\$ 151,171.69	Substation Renodel/Expansion	August 2020	TROY, MO	Amnren
\$ 108,367.43	New Substation	August 2020	CAPE GIRARDEAU, MO	Amnren
\$ 983,306.46	New Substation	December 2020	SPRINGFIELD, IL	Amnren
\$ 1,026,303.19	New Substation	September 2020	ATHENS, IL	Amnren
\$ 804,351.03	New Substation	September 2020	ELKHART, IL	Amnren
\$ 795,835.46	Transmission Line	October 2020	ATYENS, IL	Amnren
\$ 2,216,421.93	Transmission Line	November 2020	WHITE OAK TWPSP, IL	Amnren
\$ 1,634,765.00	Substation Expansion	December 2020	CUVEY, IL	Amnren
\$ 702,897.20	Transmission Line	July 2020	BROWNSTOWN, IL	Amnren
\$ 860,979.63	Substation	October 2020	BROWNSTOWN, IL	Amnren
\$ 334,756.89	New Substation	July 2020	EDWARDS, IL	Amnren
\$ 429,620.91	New Substation	July 2020	HILLSBORO, IL	Amnren
\$ 124,519.95	Substation Expansion	September 2020	HILLSBORO, IL	Amnren
\$ 429,620.91	Substation Expansion	September 2020	CASEY, IL	Amnren
\$ 1,722,394.00	Substation Renodel/Expansion	October 2020	SULLIVAN, MO	Amnren
\$ 627,883.45	Substation Renodel/Expansion	August 2020	BLOOMFIELD, MO	The City of Sullivan, MO
\$ 1,623,318.00	Substation Renodel/Expansion	August 2020	ALDOONA, IA	Michels
\$ 350,000.00	Aviation fuel tank farm	August 2021	St. Louis, MO	Washington University St. Louis
\$ 1,960,874.00	Aviation fuel tank farm	August 2021	Trenton, AZ	Burns & McDonnell
\$ 5,180,077.00	New multi-family complex	September 2021	Houston, TX	Burns & McDonnell
\$ 3,238,264.00	Site demolition	October 2021	St. Louis, MO	KOG
\$ 1,962,645.00	Site demolition	October 2021	Brentwood, MO	Brentwood School District
\$ 1,962,645.00	Site demolition	October 2021	St. Louis, MO	Tower Grove Park
\$ 1,962,645.00	Site demolition	November 2021	Lincoln, IL	City of Lincoln, IL
\$ 1,962,645.00	Site demolition	November 2021	St. Robert, MO	City of St. Robert, MO
\$ 1,962,645.00	Site demolition	December 2021	St. Louis, MO	Tans Chemical
\$ 1,962,645.00	Site demolition	December 2021	Springfield, IL	Amnren
\$ 1,962,645.00	Site demolition	August 2021	Central, IL	Amnren
\$ 1,962,645.00	Site demolition	September 2021	Central, IL	Amnren
\$ 1,962,645.00	Site demolition	Winter 2022	South St. Louis	Amnren
\$ 1,962,645.00	Site demolition	December 2021	St. Louis, MO	Amnren
\$ 1,962,645.00	Site demolition	November 2021	Central, IL	Amnren
\$ 1,962,645.00	Site demolition	August 2021	Central, IL	Amnren
\$ 1,962,645.00	Site demolition	November 2021	Keokuk, IL	Amnren
\$ 1,962,645.00	Site demolition	November 2021	Keokuk, IL	Amnren
\$ 1,962,645.00	Site demolition	Spring 2022	Litchfield, IL	Amnren
\$ 1,962,645.00	Site demolition	September 2021	Ulm, MO	Amnren
\$ 1,962,645.00	Site demolition	November 2021	St. Louis, MO	Amnren
\$ 1,962,645.00	Site demolition	November 2021	Vandalia, MO	Amnren
\$ 1,962,645.00	Site demolition	October 2021	St. Charles, MO	Amnren
\$ 1,962,645.00	Site demolition	September 2021	Fancy Creek, IL	French Power
\$ 1,962,645.00	Site demolition	August 2021	Reynolds, IN	Sargent Electric
\$ 1,962,645.00	Site demolition	Spring 2022	St. Louis, MO	Kweme Building Group
\$ 1,962,645.00	Site demolition	Aug-22	Charterfield, MO	Metropolitan Sewer District
\$ 1,962,645.00	Site demolition	Fall 2022	Sturton, IL	Amnren
\$ 1,962,645.00	Site demolition	Fall 2022	ST. LOUIS, MO	Amnren
\$ 1,962,645.00	Site demolition	Fall 2022	Albion, IL	Amnren
\$ 1,962,645.00	Site demolition	Fall 2022	Peoh, IL	Amnren
\$ 1,962,645.00	Site demolition	Fall 2022	BLOOMINGTON, IL	Amnren
\$ 1,962,645.00	Site demolition	Fall 2022	Madison, IL	Amnren
\$ 1,962,645.00	Substation and Transmission Line Foundations	Fall 2022		

Agency	License Number	License Title	Issuance Date	Expiration Date	Renewal Date	Renewal Period	State
L. Keeley Construction Co. - Specialty - Commercial Contractor License	RCC-310211	Commercial Contractor License	11/09/2022	11/09/2024	11/09/2024	2 Years	Arkansas
Keely Construction Group, Inc. - Business License	6-429880	Business License	11/31/2022	11/31/2022	11/31/2022	1 Years	Missouri
Keely Construction Group, Inc. - Business License	593251	Business License	11/31/2022	11/31/2022	11/31/2022	1 Years	Missouri
Keely Construction Group, Inc. - Contractor License	2057006080	Contractor License	3/1/2023	2/1/2023	2/1/2023	1 Years	North Dakota
Keely Construction Group, Inc. - Business License	92842216	Business License	2/28/2023	2/28/2023	2/28/2023	1 Years	Missouri
KEELY CONSTRUCTION GROUP, INC. - Contractor License	1993300423	Contractor License	4/17/2023	3/8/2023	3/8/2023	1 Years	Idaho
Keely Construction Co. - Contractor License	391767	Contractor License	4/30/2023	3/31/2023	3/31/2023	1 Years	Alabama
Keely Construction Group, Inc. - Business License	RV20017315R588	Business License	4/30/2023	3/31/2023	3/31/2023	3 Years	New Mexico
Keely Construction Group, Inc. - Contractor License	CV782	Contractor License	5/17/2023	5/9/2023	5/9/2023	1 Years	Nebraska
Keely Construction Group, Inc. - Contractor Business License	LC9394307	Contractor Business License	6/1/2023	6/1/2023	6/1/2023	1 Years	Nebraska
Keely Construction Group, Inc. - Electrical Contractor License	36251	Electrical Contractor License	6/1/2023	6/1/2023	6/1/2023	1 Years	Nebraska
Keely Construction Group, Inc. - Contractor License	20865-MC	Contractor License	8/6/2023	8/6/2023	8/6/2023	1 Years	Texas
Keely Construction Co. - Contractor License	WY046130	Contractor License	8/6/2023	8/6/2023	8/6/2023	1 Years	Mississippi
Keely Construction Co. - Contractor License	22-000472	Contractor License	8/23/2023	8/23/2023	8/23/2023	1 Years	West Virginia
Keely Construction Co. - Contractor License	071060	General Contractor License	8/31/2023	8/31/2023	8/31/2023	1 Years	Iowa
Keely Construction Group, Inc. - General Business License	84905834-001-0001	General Business License	8/31/2023	8/31/2023	8/31/2023	1 Years	Missouri
L. Keeley Construction Co. - Contractor License	94524	Contractor License	9/30/2023	9/30/2023	9/30/2023	1 Years	Missouri
L. Keeley Construction Co. - Contractor With LBE License	242323-5361	Contractor With LBE License	11/09/2023	10/31/2023	10/31/2023	2 Years	Utah
L. Keeley Construction Co. - Business License	1208	Business License	10/31/2023	10/31/2023	10/31/2023	1 Years	Missouri
L. Keeley Construction Co. - Contractor License	53883	Contractor License	12/5/2023	12/5/2023	12/5/2023	1 Years	Missouri
L. Keeley Construction Co. - Business License	19747	Business License	12/5/2023	12/5/2023	12/5/2023	1 Years	Missouri
L. Keeley Construction Co. - Business License	6366	Business License	12/5/2023	12/5/2023	12/5/2023	1 Years	Missouri
L. Keeley Construction Co. - Business License	83360	Business License	12/5/2023	12/5/2023	12/5/2023	1 Years	Illinois
L. Keeley Construction Co. - General Contractor Qualifying Agent	SGCC007888	General Contractor Qualifying Agent	4/30/2024	3/31/2024	3/31/2024	2 Years	Nevada
L. Keeley Construction Co. - Asph/Flt Paving Contractor License	RCC-305569	Asphalt Paving Contractor License	5/30/2024	5/31/2024	5/31/2024	1 Years	Georgia
L. Keeley Construction Co. - General Commercial Contractor License	RCC-321084	General Commercial Contractor License	5/30/2024	5/31/2024	5/31/2024	2 Years	Arizona
L. Keeley Construction Co. - Contractor License	223377	Contractor License	5/30/2024	5/31/2024	5/31/2024	2 Years	Arizona
Francis P. Deaton, L. Keeley Construction Co. - Certified General Contractor License	DC004981	Certified General Contractor License	6/29/2024	6/30/2024	6/30/2024	2 Years	Oregon
L. Keeley Construction Co. - Contractor License	63911	Contractor License	7/5/2024	7/5/2024	7/5/2024	2 Years	Florida
L. Keeley Construction Co. - Contractor License	6115172	Contractor License	7/5/2024	7/5/2024	7/5/2024	2 Years	Tennessee
L. Keeley Construction Co. - Contractor License	6115172	Contractor License	7/5/2024	7/5/2024	7/5/2024	2 Years	South Carolina
Keely Construction Group, Inc. - Contractor License	1021169	Contractor License	9/30/2024	9/30/2024	9/30/2024	2 Years	South Carolina
L. Keeley Construction Co. - State Business License	603976563-001-0001	State Business License	11/30/2024	10/31/2024	10/31/2024	2 Years	California
L. Keeley Construction Co. - State Business License		State Business License				2 Years	Washington

Keeley Construction Group, Inc.

Balance Sheet

December 31, 2022

Assets

Current Assets

Cash	\$ 15,934,873	
Contracts Receivable, net	90,606,169	
Retention Receivable	12,094,810	
Contract Assets	25,964,000	
Due from related parties	1,113,868	
Prepaid Expense	<u>2,319,417</u>	
Total Current Assets		\$ 148,033,137

Long Term Assets

Property & equipment, net	\$ 25,140,265	
Right of Use, Net	16,075,568	
Other Assets	<u>6,467,427</u>	
Total Long Term Assets		\$ <u>47,683,260</u>

Total Assets \$ 195,716,397

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Keeley Construction Group, Inc.
Income Statement
For the Period Ended December 31, 2022

	Current Month	%		Year to Date	%
<u>Income</u>					
Earned Revenue	\$ 42,300,141	100.00	%	\$ 440,640,822	100.00 %
Total Income	<u>\$ 42,300,141</u>	<u>100.00</u>	<u>%</u>	<u>\$ 440,640,822</u>	<u>100.00 %</u>
<u>Cost of Sales</u>					
Direct Labor	\$ 7,294,950	17.25	%	\$ 89,592,181	20.33 %
Direct materials	7,717,785	18.25		63,608,351	14.44
Operating Supplies	50,309	.12		1,007,349	.23
Subcontractors	18,230,373	43.10		209,699,093	47.59
Equipment rental	4,194,816	9.92		35,059,034	7.96
Hauling	162,829	.38		1,470,650	.33
Outside Services	929,686	2.20		7,021,472	1.59
Other	<u>291,351</u>	<u>.69</u>		<u>1,945,856</u>	<u>.44</u>
Total Cost of Sales	<u>\$ 38,872,099</u>	<u>91.91</u>	<u>%</u>	<u>\$ 409,403,986</u>	<u>92.91 %</u>
Gross Margin	\$ 3,428,042	8.09	%	\$ 31,236,836	7.09 %
<u>Expenses</u>					
Salaries	\$ 2,916,744	6.90	%	\$ 7,297,904	1.66 %
Deferred Comp. Expense	26,000	.06		288,000	.07
Employee benefits	178,275	.42		1,630,547	.37
Employee relations exp	145,011	.34		331,799	.08
Advertising and promotion	10,980	.03		41,050	.01
Professional fees	72,382	.17		987,701	.22
Depreciation	384,410	.91		3,927,608	.89
Dues and subscriptions	(2,545)	(.01)		267,771	.06
Conference and education	3,085	.01		117,222	.03
Meals and entertainment	58,076	.14		352,620	.08
Insurance expense	187,133	.44		1,524,067	.35
Office expense	475,269	1.12		2,783,159	.63
Permits and licenses	5,638	.01		83,149	.02
Rent expense	100,244	.24		1,011,367	.23
Safety and testing exp	13,570	.03		95,958	.02
Small tool exp	131,401	.31		739,506	.17
Taxes and licenses	137,392	.32		419,214	.10
Bidding and plan exp	86			360	
Telephone expense	132,762	.31		793,211	.18
Travel expense	101,345	.24		653,564	.15
Utilities expense	23,763	.06		136,554	.03
Donations				17,668	
Unallocated credit card	(201,574)	(.48)		57,918	.01
Miscellaneous expense	13,763	.03		361,676	.08
Management fee expense	513,500	1.21		6,162,000	1.40
Management fee income	(56,917)	(.13)		(302,582)	(.07)
Repairs and maintenance	404,724	.96		4,953,510	1.12
Vehicle lease expense	318,204	.75		3,476,407	.79
Fuel	469,335	1.11		5,692,729	1.29
Equipment lease expense	189,773	.45		1,995,108	.45
Applied Overhead	(47,141)	(.11)		(653,375)	(.15)
Equip allocated to jobs	<u>(2,202,837)</u>	<u>(5.21)</u>		<u>(22,469,486)</u>	<u>(5.10)</u>
Total Expenses	\$ 4,501,851	10.63	%	\$ 22,773,904	5.17 %
<u>Other Income/Expense</u>					
Income from JV - MAK				\$ 3,154,932	.72 %
Interest/Misc Income	44,589	.11		442,781	.10
EQ Gain (loss) sale/trade				518,102	.12
Interest expense	(178,220)	(.42)		(2,046,038)	(.46)
Corporate income taxes				(61,982)	(.01)
Total Other Income/Expense	\$ (133,631)	(.31)	%	\$ 2,007,795	.46 %
Net Income (Loss)	<u>\$ (1,207,440)</u>	<u>(2.85)</u>	<u>%</u>	<u>\$ 10,470,727</u>	<u>2.38 %</u>

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KEELEY CONSTRUCTION GROUP, INC.
FINANCIAL STATEMENTS
DECEMBER 31, 2021 AND 2020

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Keeley Construction Group, Inc.

Opinion

We have audited the accompanying financial statements of Keeley Construction Group, Inc., which comprise the balance sheets as of December 31, 2021 and 2020, and the related statements of income, shareholders' equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Keeley Construction Group, Inc. as of December 31, 2021 and 2020, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America ("GAAS"). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Keeley Construction Group, Inc. and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Keeley Construction Group, Inc.'s ability to continue as a going concern for one year after the date that the financial statements are issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Keeley Construction Group, Inc.'s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Keeley Construction Group, Inc.'s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Report on Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The information included in the accompanying Exhibits 1 through 5 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audits of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

April 13, 2022

SPW Partners, LLC
SPW Partners, LLC

KEELEY CONSTRUCTION GROUP, INC.

BALANCE SHEETS
As of December 31, 2021 and 2020

	ASSETS	
	2021	2020
Current assets:		
Cash	\$ 14,005,578	\$ 3,790,872
Contract receivables, net of allowance for doubtful accounts of \$52,583	73,495,131	48,447,233
Contract assets	36,695,705	14,319,486
Other receivables	365,940	503,407
Due from related parties	1,577,371	226,419
Prepaid expenses	1,082,815	751,733
Total current assets	127,222,540	68,039,150
Property and equipment, net of accumulated depreciation and amortization	21,013,755	12,788,636
Investment in joint venture	3,749,665	750,000
Other assets	496,678	359,609
Total assets	\$ 152,482,638	\$ 81,937,395

LIABILITIES AND SHAREHOLDERS' EQUITY

Current liabilities:		
Current maturities of long-term debt	\$ 3,496,038	\$ 1,900,719
Accounts payable	50,326,063	24,044,433
Contract liabilities	25,564,030	12,377,192
Accrued expenses and payroll withholdings	6,514,678	5,563,686
Due to related parties	28,305	1,668,920
Total current liabilities	85,929,114	45,554,950
Note payable	36,654,296	16,482,635
Long-term debt, less current maturities	10,338,634	5,424,292
Long-term accrued expenses and payroll withholdings	695,600	968,100
Total liabilities	133,617,644	68,429,977
Shareholders' equity	18,864,994	13,507,418
Total liabilities and shareholders' equity	\$ 152,482,638	\$ 81,937,395

The accompanying notes to the financial statements
are an integral part of these balance sheets.

KEELEY CONSTRUCTION GROUP, INC.

STATEMENTS OF INCOME
For the Years Ended December 31, 2021 and 2020

	<u>2021</u>		<u>2020</u>	
Earned revenue	\$ 353,498,893	100.00 %	\$ 238,926,801	100.00 %
Cost of earned revenue	<u>330,218,137</u>	<u>93.42</u>	<u>219,594,584</u>	<u>91.91</u>
Gross profit	23,280,756	6.58	19,332,217	8.09
General and administrative expenses	<u>20,231,087</u>	<u>5.76</u>	<u>15,607,213</u>	<u>6.50</u>
Operating income	3,049,669	0.82	3,725,004	1.59
Other income (expense):				
Earnings of joint venture	2,999,665	0.85	-	-
Interest expense	(918,419)	(0.26)	(426,566)	(0.18)
Miscellaneous income	213,063	0.06	189,938	0.08
Rental income	93,000	0.03	93,000	0.04
(Loss) gain on sales of property and equipment	<u>(43,494)</u>	<u>(0.01)</u>	<u>59,220</u>	<u>0.02</u>
Net income	<u>\$ 5,393,484</u>	<u>1.49 %</u>	<u>\$ 3,640,596</u>	<u>1.55 %</u>

The accompanying notes to the financial statements
are an integral part of these statements.

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR E-VERIFY EMPLOYER AGENTS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and L. Keeley Construction (E-Verify Employer Agent). The purpose of this agreement is to set forth terms and conditions which the E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the E-Verify Employer Agent, the Employer, DHS, and the Social Security Administration (SSA).

The Employer is not a party to this MOU; however, this MOU contains a section titled Responsibilities of the Employer. This section is provided to inform E-Verify Employer Agents acting on behalf of the Employer of the responsibilities and obligations their clients are required to meet. The Employer is bound by these responsibilities through signing a separate MOU during their enrollment as a client of the E-Verify Employer Agent. The E-Verify program requires an initial agreement between DHS and the E-Verify Employer Agent as part of the enrollment process. After agreeing to the MOU as set forth herein, completing the tutorial, and obtaining access to E-Verify as an E-Verify Employer Agent, the E-Verify Employer Agent will be given an opportunity to add a client once logged into E-Verify. All parties, including the Employer, will then be required to sign and submit a separate MOU to E-Verify. The responsibilities of the parties remain the same in each MOU.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF E-VERIFY EMPLOYER AGENT

1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing



Company ID Number: 219693

Approved by:

E-Verify Employer Agent Employer L. Keeley Construction	
Name (Please Type or Print) Pam Steinmann	Title
Signature Electronically Signed	Date 06/09/2009
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 06/09/2009

Company ID Number: 219693

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	L. Keeley Construction
Company Facility Address	500 S. Ewing Avenue Suite G ST LOUIS, MO 63103
Company Alternate Address	same ST LOUIS, MO 63103
County or Parish	SAINT LOUIS CITY
Employer Identification Number	371362018
North American Industry Classification Systems Code	236
Parent Company	L. Keeley Construction
Number of Employees	100 to 499
Number of Sites Verified for	5

Company ID Number: 219693

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

ARIZONA	1 site(s)
COLORADO	1 site(s)
ILLINOIS	1 site(s)
MISSOURI	1 site(s)
TEXAS	1 site(s)

Company ID Number: 219693

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Buckley Cheryl
Phone Number (314) 421 - 5933
Fax Number (314) 421 - 2266
Email Address cbuckley@lkeeley.com

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

I, JOHN R. ASHCROFT, Secretary of State of the STATE OF MISSOURI, do hereby certify that the records in my office and in my care and custody reveal that

L. KEELEY CONSTRUCTION CO.

using in Missouri the name

L. KEBLEY CONSTRUCTION CO.
F00431570

a ILLINOIS entity was created under the laws of this State on the 24th day of September, 1996, and is Good Standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 20th day of November, 2017.


Secretary of State



Certification Number: CERT-11202017-0091