



**City Council Meeting
Council Chamber**

**November 17, 2022
7:00 P.M.**

Zoom Link – Internet Audio/Video:

<https://us02web.zoom.us/j/82365577808?pwd=M1d1MlE1b1pVdktTSGF4UU9qc0tjZz09>

Dial-in Number: 312 626 6799

Meeting ID: 823 6557 7808

Passcode: 047321

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 **November 3, 2022**
 - B. Payroll Warrant **#T00335 In the Amount of \$339,487.18**
 - C. General Warrant **#5822 In the Amount of \$325,194.29**
5. Ordinances:
 - A. **Bill 2840** An Ordinance Approving A CMAQ Program Agreement Between the Missouri Highways and Transportation Commission and the City of Arnold.
 - B. **Bill 2841** An Ordinance of the City Council of the City of Arnold, Missouri, Amending Chapter 605 of the Arnold Code of Ordinances with the Addition of a Provision Regulating Short-Term Rentals.
 - C. **Bill 2842** An Ordinance Providing for the Amendment of the Fiscal Year 2022 Budget.

6. Resolutions:

- A. **Resolution #22-59** A Resolution Authorizing the Purchase of a New Compact Track Loader and B6 Hammer.
- B. **Resolution #22-60** A Resolution Authorizing the Purchase of A Mini Excavator.

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

Mayor Ron Counts called the meeting to order at 7:03 p.m.

The council meeting was also presented live via Zoom Video Conferencing.

The pledge of allegiance was recited. Councilman Gary Plunk offered the prayer.

ROLL CALL

Those present per roll call taken by City Clerk Tammi Casey: Mayor Counts, Hood, Seidenstricker, Plunk, Fulbright, Fleischmann, Mullins, McArthur, Cooley, Richison, Bookless, Lehmann, Sweeney, Crutchley, Wagner, Kroupa and Chief Carroll.

BUSINESS FROM THE FLOOR

NONE

CONSENT AGENDA

- A. REGULAR COUNCIL MEETING MINUTES FROM OCTOBER 20, 2022**
- B. PAYROLL WARRANT #T00329 IN THE AMOUNT OF \$345,349.76**
- C. GENERAL WARRANT #5821 IN THE AMOUNT OF \$297,952.96**

Butch Cooley made a motion and so moved to approve the consent agenda. Seconded by Mark Hood. Roll call vote: Hood, yes; Seidenstricker, yes; Plunk, yes; Fulbright, yes; Fleischmann, yes; Mullins, yes; McArthur, yes; Cooley, yes; 8 Yeas: **Motion carried.**

ORDINANCES

BILL NO 2830 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ARNOLD MISSOURI, AMENDING CHAPTER 405 OF THE ARNOLD CODE OF ORDINANCES BY DELETING A PROVISION OF THE FENCING STANDARDS THAT IS IN CONTRADICTION WITH ADOPTED TECHNICAL (BUILDING) CODES was read twice by City Clerk Tammi Casey. Roll call vote: Hood, yes; Seidenstricker, yes; Plunk, yes; Fulbright, yes; Fleischmann, yes; Mullins, yes; McArthur, yes; Cooley, yes; 8 Yeas: **Ordinance passed.**

RESOLUTIONS

RESOLUTION NO 22-56– A RESOLUTION AUTHORIZING THE PURCHASE OF AN ASPHALT ROLLER

Gary Plunk made a motion and so moved to pass Resolution No 22-56. Seconded by Rodney Mullins. Roll call vote: Hood, yes; Seidenstricker, yes; Plunk, yes; Fulbright, yes; Fleischmann, yes; Mullins, yes; McArthur, yes; Cooley, yes; 8 Yeas: **Resolution passed.**

RESOLUTION NO 22-57 – A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A SUPPLEMENTAL AGREEMENT TO TASK ORDER 13 WITH INTUITION AND LOGIC, INC

Tim Seidenstricker made a motion and so moved to approve Resolution No 22-57. Seconded by Gary Plunk. Roll call vote: Hood, yes; Seidenstricker, yes; Plunk, yes; Fulbright, yes; Fleischmann, yes; Mullins, yes; McArthur, yes; Cooley, yes; 8 Yeas: **Resolution Passed.**

RESOLUTION NO 22-58 – A RESOLUTION APPROVING THE RENEWAL OF THE OMNIGO SOFTWARE LICENSES FOR THE POLICE DEPARTMENT

Mark Hood made a motion and so moved to approve Resolution No 22-58. Seconded by Jason Fulbright. Roll call vote: Hood, yes; Seidenstricker, yes; Plunk, yes; Fulbright, yes; Fleischmann, yes; Mullins, yes; McArthur, yes; Cooley, yes; 8 Yeas: **Resolution passed.**

MOTIONS

A. A MOTION TO APPROVE LIQUOR LICENSE APPLICATIONS

Tammi Casey informed council that the Liquor Committee met earlier this evening to review the liquor license application for Sugarfire 55 Restaurant. The committee is forwarding a recommendation of approval by unanimous vote.

Rodney Mullins made a motion and so moved to approve the liquor license application for Sugarfire 55 Restaurant. Seconded by EJ Fleischmann. Roll call vote: Hood, yes; Seidenstricker, yes; Plunk, yes; Fulbright, yes; Fleischmann, yes; Mullins, yes; McArthur, yes; Cooley, yes; 8 Yeas: **Motion carried.**

REPORTS FROM MAYOR AND COUNCIL

Mayor Counts – Encouraged everyone to attend the Veterans Parade on November 11th.

EJ Fleischmann, Ward 1 – Informed everyone that the Parks & Recreation Department will once again be participating in a competition with other municipalities to see who can collect the most food during the annual food drive. City councilmen will be in front of the Rec Center this Saturday from 10:00 a.m. until 1:00 p.m. holding their own competition to see which Ward can collect the most cans. The winning Ward receives a trophy.

Rodney Mullins, Ward 3 – Stated the Veteran's Day Parade will begin at 11:00 a.m. with a brief ceremony afterwards, then on to the Service Center for lunch. Mr. Mullins thanked Parks & Rec for their assistance with the event.

Dan Kroupa – Thanked David Bookless for keeping the City's Zoning Ordinances consistent and up to date.

3

Regular Meeting
November 3, 2022

Tim Seidenstricker, Ward 2 – Stated he was at Arnold City Park last Saturday and witnessed the district-wide cross-country event that was held there. He is happy to see these types of events in Arnold.

Jason Fulbright, Ward 1 – Reminded everyone to get out and vote next Tuesday.

Brian McArthur, Ward 2 – Stated he has received a few phone calls from residents inquiring as to whether or not the old and abandoned tennis courts at Arnold City Park could be converted to Pickle Ball Courts.

ADMINISTRATIVE REPORTS

Chief Carroll – Informed everyone that for the first time in 22 years the Arnold Police Department has an officer that will be boxing in the annual Guns and Hoses competition. Officer Joe Siebert will be boxing against a fire fighter from Rock Community Fire at the Enterprise Center on November 23, 2022.


Judy Wagner – Provided council with an update on various projects.

Dave Crutchley – Informed everyone there will be a mini farmers market this Saturday between 9:00 a.m. and 11:30 a.m.

A motion to adjourn the meeting was made by Gary Plunk. Seconded by EJ Fleischmann.

Voice vote: All Yeas.

Meeting adjourned at 7:25 p.m.



City Clerk Tammi Casey, CMC/MRCC-S

CITY OF ARNOLD, MISSOURI

ROLL CALL

MEETING: COUNCIL MEETING

DATE: 11/3/2022

PAGE: 1

BILL NO - RESOLUTION - MOTION

COUNCIL MEMBERS:

		ROLL CALL	CONSENT AGENDA	BILL NO 2839	RESOLUTION NO 22-56	RESOLUTION NO 22-57	RESOLUTION NO 22-58
MAYOR	<u>RON COUNTS</u>	PRESENT					
COUNCIL:	<u>MARK HOOD</u>	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	<u>TIM SEIDENSTRICKER</u>	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	<u>GARY PLUNK</u>	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	<u>JASON FULBRIGHT</u>	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	<u>EJ FLEISCHMANN</u>	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	<u>RODNEY MULLINS</u>	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	<u>BRIAN MCARTHUR</u>	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	<u>BUTCH COOLEY</u>	PRESENT	YES	YES	YES	YES	YES
CITY ADMINISTRATOR	<u>BRYAN RICHISON</u>	PRESENT	PARKS DIR:		DAVE CRUTCHLEY		PRESENT
CITY CLERK	<u>TAMMI CASEY</u>	PRESENT	PUBLIC WORKS:		JUDY WAGNER		PRESENT
COM DEV	<u>DAVID BOOKLESS</u>	PRESENT	TREASURER:		DAN KROUPA		PRESENT
FINANCE DIRECTOR	<u>BILL LEHMANN</u>	PRESENT	POLICE DEPT.		CHIEF CARROLL		PRESENT
CITY ATTORNEY	<u>BOB SWEENEY</u>	PRESENT					

CITY OF ARNOLD, MISSOURI

ROLL CALL

MEETING: COUNCIL MEETING

DATE: 11/3/2022

PAGE: 2

BILL NO - RESOLUTION - MOTION

		MOTION TO APPROVE LIQUOR LICENSE FOR SUGARFIRE 55				
COUNCIL MEMBERS:						
MAYOR	<u>RON COUNTS</u>					
COUNCIL:	<u>MARK HOOD</u>	YES				
COUNCIL:	<u>TIM SEIDENSTRICKER</u>	YES				
COUNCIL:	<u>GARY PLUNK</u>	YES				
COUNCIL:	<u>JASON FULBRIGHT</u>	YES				
COUNCIL:	<u>EJ FLEISCHMANN</u>	YES				
COUNCIL:	<u>RODNEY MULLINS</u>	YES				
COUNCIL:	<u>BRIAN MCARTHUR</u>	YES				
COUNCIL:	<u>BUTCH COOLEY</u>	YES				
CITY ADMINISTRATOR	BRYAN RICHISON		PARKS DIR:	DAVE CRUTCHLEY		
CITY CLERK	TAMMI CASEY		PUBLIC WORKS:	JUDY WAGNER		
COM DEV	DAVID BOOKLESS		TREASURER:	DAN KROUPA		
FINANCE DIRECTOR	BILL LEHMANN		POLICE DEPT.	CHIEF CARROLL		
CITY ATTORNEY	BOB SWEENEY					

BILL NO. 2840

ORDINANCE NO. _____

AN ORDINANCE APPROVING A CMAQ PROGRAM AGREEMENT
BETWEEN THE MISSOURI HIGHWAYS AND TRANSPORTATION
COMMISSION AND THE CITY OF ARNOLD.

WHEREAS, the City of Arnold is planning a project to improve Richardson Rd;
and

WHEREAS, as part of the project process the Commission is seeking a CMAQ
Agreement with the City of Arnold; and

WHEREAS, this project will benefit the public through improvements to
Richardson;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE
CITY OF ARNOLD, MISSOURI, AS FOLLOWS:

SECTION 1. The attached CMAQ Agreement between the Missouri Highways and
Transportation Commission and the City of Arnold is hereby approved.

SECTION 2. The Mayor and /or City Administrator are authorized to execute the CMAQ
Agreement and any related documents on behalf of the City of Arnold.

SECTION 3. This ordinance shall be in full force and effect from and after its passage and
approval.

READ TWO TIMES, PASSED AND APPROVED ON THIS __ DAY OF _____.

Presiding officer of the Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

First Reading: _____

Second Reading: _____

APPROVED AS TO FORM:

City Attorney Robert Sweeney

CCO Form: FS15
Approved: 10/96 (KMH)
Revised: 9/2022 (MWH)
Modified:

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: CMAQ-5445(609)
Award Year: 2023
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
CONGESTION MITIGATION AND AIR QUALITY AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and City of Arnold (hereinafter, "City").

WITNESSETH:

WHEREAS, the Infrastructure Investment and Jobs Act (IIJA), 23 U.S.C. §149 authorizes the funding of projects providing for congestion mitigation and air quality (CMAQ); and

WHEREAS, the Commission is the agency designated to receive and dispense such funds; and

WHEREAS, the Commission has determined that Richardson Road project is consistent with the goals of the CMAQ funding; and

WHEREAS, the City has the resources to develop and provide such services.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The United States Congress has authorized, in 23 U.S.C. §149, funds to be used for activities for CMAQ. The purpose of this Agreement is to grant the use of such funds to realign the intersection at Richardson Road and Old Lemay Ferry Road and add a left turn lane.

(2) SCOPE OF WORK: City shall provide planning and implementation of an intersection realignment and addition of a left turn lane in the Richardson Road area as more fully described in the attached Exhibit A which is incorporated herein by reference.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City.

(4) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or Department) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(5) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(6) COMMISSION REPRESENTATIVE: The Commission's St. Louis District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(7) NONDISCRIMINATION ASSURANCE: with regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, *et seq.*), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, *et seq.*). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the United States Department of Transportation as appropriate and shall

set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or

2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include provisions of paragraph (7) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission of the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(8) DISADVANTAGED BUSINESS ENTERPRISES (DBE): It is the policy of the U.S. Department of Transportation and the Commission that businesses owned by socially and economically disadvantaged individuals (DBE's), as defined in 49 C.F.R. Part 26, have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds.

(9) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(10) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(11) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(12) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of

cancellation sent to the City.

(13) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the Federal Highway Administration (FHWA) and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(14) BUDGET: The City shall incur obligations in connection with the performance of the period only in conformity with the latest budget approved by the Commission as specified in Appendix A - Project Budget. This budget may be revised as necessary; however, no budget or revision shall be effective unless approved by the Commission's representative and FHWA.

(15) ELIGIBLE EXPENDITURES: No expenditure or charges shall be eligible for reimbursement that are contrary to the provisions of this Agreement or not required for the carrying out of the project.

(16) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be 80 percent not to exceed \$659,816. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of the City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(17) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. All progress payment requests must be submitted for reimbursement within 90 days of the project completion date for the final phase of work. The City shall repay any progress payments which involve ineligible costs.

(18) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in

the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(19) PERMITS: The City shall secure any necessary approvals or permits from any federal or state agency as required for the completion of this project.

(20) INSPECTION OF CONTRACTOR'S RECORDS: The City shall assure that its contractors, and all subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with this Agreement. The City shall make such materials available at such contractor's office at all reasonable times during the contract period, and for three (3) years from the date of final payment under the contract, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri. Copies thereof shall be furnished at no charge, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

(21) FINAL AUDIT: The Commission will perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(22) AUDIT REQUIREMENTS: If the City expend(s) seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than seven hundred fifty thousand dollars (\$750,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(23) FHWA APPROVAL: This Agreement is made and entered into subject to the approval of the FHWA.

(24) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The

City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(25) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The City shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

(26) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, the City shall acquire any additional necessary right of way required for this project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act. However, upon written request by the City and written acceptance by the Commission, the Commission shall acquire right of way for the City. Upon approval of all agreements, plans and specifications by the Commission and by the FHWA, the Commission will file copies of said plans in the office of the County clerk: and proceed to acquire by negotiation and purchase or by condemnation any necessary right of way required for the construction of the improvement contemplated herein. All right of way acquired by negotiation and purchase will be acquired in the name of the City, and the City will pay to grantors thereof the agreed upon purchase prices. All right of way acquired through condemnation proceedings will be acquired in the name of the State of Missouri and subsequently released to the City. The City shall pay into court all awards and final judgments in favor of any such condemnees. The City shall also reimburse the Commission for any expense incurred by the Commission in acquiring said right of way, including but not limited to the costs of surveying, appraisal, negotiation, condemnation, and relocation assistance benefits. Unless otherwise agreed to in writing the Commission shall have the final decision regarding the settlement amount in condemnation.

(27) CONFLICT OF INTEREST: The City shall comply with conflict of interest policies identified in 23 CFR 1.33. A conflict of interest occurs when an entity has a financial or personal interest in a federally funded project.

(28) MANDATORY DISCLOSURES: The City shall comply with 2 CFR 200.113 and disclose, in a timely manner, in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City on _____ (DATE).

Executed by the Commission on _____ (DATE).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF ARNOLD

By _____

Title _____

Title _____

ATTEST:

ATTEST:

By _____

Secretary to the Commission

Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title _____

Appendix A - Project Budget

FINANCIAL PLAN					
<i>Note: federal participation for a phase of work must not exceed 80% for most projects. Carpool/vanpool marketing & vanpool acquisition activities may be reimbursed up to 100%. Sponsor share of at least 50% is required for public-private partnerships.</i>					
Activity ⁶	Starting Federal Fiscal Year ⁷	Total Phase Cost	CMAQ Funds Requested	Sponsor Share	Sponsor Share Percentage
PE / Planning / Environmental Studies	FY 2023	\$ 92,000	\$ 73,600	\$ 18,400	20.00%
Right-of-Way	FY 2024	\$ 130,000	\$ 104,000	\$ 26,000	20.00%
Construction Engineering	FY 2025	\$ 48,000	\$ 38,400	\$ 9,600	20.00%
Construction / Implementation	FY 2025	\$ 554,770	\$ 443,816	\$ 110,954	20.00%
TOTAL PROJECT COST		\$ 824,770	\$ 659,816	\$ 164,954	20.00%
Identify the source(s) of local matching funds (e.g., state DOT, city, county, county road board, county motor fuel tax, private entity), and the amount for each source:			City of Arnold, MO		

Exhibit A – Scope of Work

Realign the intersection at Richardson Road and Old Lemay Ferry Road and add a left turn lane.

Exhibit B – Project Schedule

Project Description: CMAQ-5445(609) Richardson Road

PROJECT DEVELOPMENT SCHEDULE			
<i>Note: many stages can occur concurrently.</i>			
Activity Description	Start Date (MM/YYYY)	Finish Date (MM/YYYY)	Time Frame (Months)
Receive notification letter	10/2022	10/2022	1
Execute agreement (project sponsor and DOT)	01/2023	02/2023	2
Engineering services contract submitted and approved*	03/2023	04/2023	2
Obtain environmental clearances (106, CE-2, etc.)	05/2023	09/2023	5
Public meeting/hearing			
Develop and submit preliminary plans	05/2022	05/2023	5
Preliminary plans approved	10/2023	12/2023	3
Develop and submit right-of-way plans	01/2024	03/2024	3
Review and approval of right-of-way plans	04/2024	05/2024	2
Submit and receive approval for notice to proceed for right-of-way acquisition (A-Date)*	06/2024	07/2024	2
Right-of-way acquisition	08/2024	06/2025	11
Utility coordination	05/2023	06/2025	25
Develop and submit PS&E	01/2025	06/2025	6
District approval of PS&E/advertise for bids*	07/2025	09/2025	4
Submit and receive bids for review and approval	01/2026	03/2026	3
Project implementation/construction	04/2026	09/2026	6
* Finish date must match fiscal year for each milestone shown in bold text.			

*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and requires request to adjust.

Exhibit C - Required Contract Provisions

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

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

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

II. NONDISCRIMINATION

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

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

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

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

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

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

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

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

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

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

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

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

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

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

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

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

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

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

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

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

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

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

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

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

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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

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

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

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

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

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

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

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

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

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

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

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

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

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

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

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

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

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

1. Instructions for Certification – First Tier Participants:

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

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

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

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

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

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

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

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

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

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

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ARNOLD, MISSOURI,
AMENDING CHAPTER 605 OF THE ARNOLD CODE OF ORDINANCES WITH THE
ADDITION OF A PROVISION REGULATING SHORT-TERM RENTALS**

WHEREAS, the Missouri General Assembly has passed, and Governor Parsons has signed House Bill 1662, effective August 28, 2022, which makes sweeping changes to the ability of Missouri’s Cities to regulate and control home-based occupations; and

WHEREAS, under the provisions of HB 1662, the City of Arnold (“City”) is prohibited from

- A. limiting the hours of operation for any home-based business; or
- B. prohibiting or requiring any structural modifications as a condition of operating a home-based business; or
- C. Prohibiting service by appointment within the home-based business; or
- D. Prohibiting any particular occupation as a home-based business; or
- E. Prohibiting the storage or use of equipment that does not cause effects outside of the home or an accessory building; and

WHEREAS, Under the provisions of HB 1662, if a business qualifies as a “no-impact home-based business” the City is further prohibited from:

- A. Limiting the number of employees or customers in the business at any time except to the extent of the fire codes; or
- B. Requiring that the business activities occur only within the residence, although the city may prohibit activities that can be viewed from the street; or
- C. Requiring that the business obtain any zoning permit, home occupation permit, or other licenses, other than a business license; and

WHEREAS, HB 1662 recognizes that the City may regulate a “no impact home-based business to the extent such regulation protects the public health and safety; and

WHEREAS, the language of this Bill has been submitted to the Planning and Zoning Commission, which, after conducting a public hearing on the same which was properly noticed, has recommended that the City Council amend the Zoning Code of the City of Arnold as provided herein; and

WHEREAS, the City Council has conducted a public hearing on this matter in compliance with Chapter 89 RSMo.;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ARNOLD, MISSOURI, AS FOLLOWS:

Section 1. There is hereby enacted in Chapter 605 of the Code of the City of Arnold, a new Article IV, to read as follows:

“Article IV – Home Occupations

Section 605.580 Permitted in Residential Districts, when.

No-Impact Home-based businesses shall be permitted in all residential districts and in accordance subject to the restrictions and limitations of this Chapter. No other business may be operated in a residence at any time. The term ‘home occupation’ when used in this Code shall be interpreted to mean Home-based Business.

Section 605.590 Definitions

As used in this Chapter, the following terms shall have the meanings provided below:

Goods

Any merchandise, equipment, products, supplies, or materials;

Home-based business

A business operating in a residential dwelling that manufactures, provides, or sells goods or services and that is owned and operated by the owner or tenant of the residential dwelling.

No-Impact Business

Means a home-based business that:

- (A) Is engaged in the sale of lawful goods and services; and
- (B) Does not cause a substantial increase in traffic through the residential area; and
- (C) The activities of the business are not visible from any public street; and
- (D) Does not use any equipment that produces noise, light, odor, smoke, gas, or vibrations that can be seen, felt, heard, or smelled by a person of ordinary senses outside of the property where the business is located; and
- (E) Does not sell any goods or services for which a health inspection would be required if the business were not located in a residence unless the owner or tenant provides written consent for the Department of Health to inspect the business during normal business hours or at any other time that the business is operating.

Section 605.600 Restrictions and Limitations.

(A) No-Impact Home-based business must be incidental and subordinate to the principal residential use of the premises and shall not include more than twenty-five percent (25%) of the floor area of any one (1) floor of a dwelling unit, not including the floor space of any permitted accessory building used by the business. This provision shall not be interpreted as allowing an accessory building, accepted by the usual permitting process for accessory buildings.

(B) The owner or operator of the No-Impact Home-Based Business must be an owner or tenant of the residence and must reside at the residence.

(C) The owner or operator of the No-Impact Home-Based Business may employ others to work in the No-Impact Home-Based Business.

(D) The home occupation may be conducted in an existing detached

accessory building that existed at the time this Chapter was adopted. A new accessory building shall not be constructed to house a home occupation.

(E) Outdoor storage of materials or equipment used in the home occupation shall not be permitted.

(F) Alterations to the exterior of the principal residential building shall not be made which change the character of the residence.

(G) The owner or operator must provide adequate parking for the No-Impact Home-Based Business. Parking for the No-Impact Home-Based Business may include the driveway or garage of the residence or a paved parking area located behind the front plane of the residence.

(H) The total number of persons in the home, including residents, customers, clients, employees, and all others may not exceed the maximum occupancy of the residence at any time.

Failure to adhere to any restriction or limitation listed shall result in the business immediately losing its no-impact status and being subject to immediate cessation of operation.

Section 605.610 Licenses and Permits.

(A) No permit shall be required to operate a No-Impact Home-Based Business, however, a business operating in a residence shall be presumed not to qualify as a No-Impact Home-Based Business unless the owner or tenant provides an affidavit, on a form approved by the City Clerk stating that the business in question is qualified. No fee shall be charged for the filing of such an affidavit. The affidavit shall contain, at a minimum, the following:

(1) The name of the owner or tenant.

(2) The address of the residence.

(3) The general nature of the business, including whether the business is subject to health inspections. If the business is subject to health inspections the affidavit must have consent for inspections attached.

(4) The maximum occupancy of the residence and a statement that the maximum occupancy will not be exceeded. It shall be the duty of the affiant to obtain this number from the fire department and provide proof of the same with his or her affidavit;

(5) That the business qualifies as a No-Impact Home-Based Business.

(6) A statement that the Affiant is familiar with the provisions of this Chapter and will comply with the same.

(7) No-Impact Home-Based Businesses and other home occupations shall be required to have a business license to ensure that the business activity is compliant with State and Federal law and paying all applicable taxes.

(B) Businesses operated in a residence, which do not qualify as a No-Impact Home-Based Business must have a conditional use permit from the Planning and Zoning Commission.

Section 605.620 Penalties.

Any person who operates a business in violation of this Article shall, upon conviction, be subject to a fine of not less than \$100.00 and up to ninety (90) days in jail or both. Each day of violation shall be considered a separate offense.”

Section 2. All other code sections and ordinances which conflict with the provisions of this

ordinance are hereby repealed to the extent of such conflict.

Section 3. This Ordinance shall be in full force and effect from and after its passage by the City Council and its approval by the Mayor.

READ TWO TIMES, PASSED AND APPROVED THIS ____ DAY OF _____ 2022.

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

1st reading: _____

2nd reading: _____

APPROVED AS TO FORM:

City Attorney Robert Sweeney

BILL NO. 2842

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE
AMENDMENT OF THE FISCAL YEAR 2022 BUDGET.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ARNOLD, MISSOURI, AS
FOLLOWS:

- Section 1. The Fiscal Year 2022 Budget adopted on August 19, 2021 has been reviewed and is hereby amended by reference. A copy of said budget adjustment is attached hereto and made a part hereof.
- Section 2. All subsequent interdepartmental or interfund budget line transfers and transfers from unassigned fund balance may be completed upon approval of the City Council.
- Section 3. This ordinance shall be in full force and effect upon its passage and approval and does not require codification.

READ TWO TIMES, PASSED AND APPROVED THIS 17th DAY OF NOVEMBER,
2022.

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

1st reading: _____

2nd reading: _____

APPROVED AS TO FORM:

City Attorney Robert Sweeney

RESOLUTION NO. 22-59

A RESOLUTION AUTHORIZING THE PURCHASE OF A NEW COMPACT
TRACK LOADER AND B6 HAMMER.

WHEREAS, the City of Arnold has obtained a quote of \$94,170.00 for a new Cat 279D3 Compact Track Loader and Hammer using the Sourcewell Contract 032119 Pricing;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Arnold, Missouri, that the attached proposal for the purchase of a new CAT 279D3 Compact Track Loader with B6 hammer is hereby approved. The Mayor and/or City Administrator are authorized to execute any necessary documents to complete this transaction.

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

Date: _____



SALES AGREEMENT

DATE Oct 03, 2022

One Fabick Drive, Fenton, MO63026 Phone: 1-800-845-9188

Visit our website: www.fabickcat.com

PURCHASER	CITY OF ARNOLD				<SAME>
STREET ADDRESS	2101 JEFFCO BLVD				
CITY/STATE	ARNOLD, MO	COUNTY	JEFFERSON		
POSTAL CODE	63010-2742	PHONE NO.	636-282-2386		
CUSTOMER CONTACT:	EQUIPMENT	CHARLIE ALLEN 636-346-6065 callen@arnoldmo.org			
	PRODUCT SUPPORT	CHARLIE ALLEN 636-346-6065 callen@arnoldmo.org		F.O.B. AT: Fenton	

INDUSTRY CODE: GOVERNMENTAL LOCAL HC (205A)	PRINCIPAL WORK CODE:
---	----------------------

CUSTOMER NUMBER 1113870	Sales Tax Exemption # (if applicable) 12486485	CUSTOMER PO NUMBER
-------------------------	--	--------------------

PAYMENT TERMS:	NET PAYMENT ON RECEIPT OF INVOICE <input checked="" type="checkbox"/>	NET ON DELIVERY <input type="checkbox"/>	FINANCIAL SERVICES <input type="checkbox"/>	ISC <input type="checkbox"/>	LEASE <input type="checkbox"/>
----------------	---	--	---	------------------------------	--------------------------------

Cash With Order \$0.00	Balance To Finance 0.00		
Contract Interest Rate 0.00	Payment Period	Payment Amount 0.00	Number Of Payments 0

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED

MAKE: CATERPILLAR INC.	MODEL: 279D3 C3E2	YEAR: TBA	NEW <input checked="" type="checkbox"/> USED <input type="checkbox"/>
STOCK NUMBER: 22M06909	SERIAL NUMBER: TBA	SMU: TBA	
279D3 COMPACT TRACK LOADER	512-4279	CAB PACKAGE, PRO PLUS	588-9126
TRACK, RUBBER, 450MM (17.7 IN) BAR	454-6059	DOOR, CAB, GLASS	539-8060
RIDE CONTROL, NONE	556-5898	COUNTERWEIGHT, MACHINE, EXTERNAL	345-5148
BATTERY, EXTRA HD, DISC, 1000 CCA	568-5603	LANE 2 ORDER	0P-9002
REAR LIGHTS	356-6082	PRODUCT LINK, CELLULAR PL641	573-8121
SEAT BELT, 2"	542-6994	BUCKET-GP, 86", BOCE	296-8192
CERTIFICATION ARR, P65	563-1163	HAMMER, B6	532-9106
INSTRUCTIONS, ANSI, USA	512-3743	BRACKET, SSL, MD-LG	532-9250
SERIALIZED TECHNICAL MEDIA KIT	421-8926	LINES, B4-B6-B8 HAMMER, SSL	532-9264
HEATER, ENGINE COOLANT, 120V	345-3556	Hammer assembly and PDI	
PACK, DOMESTIC TRUCK	0P-0210		

TRADE-IN EQUIPMENT		PRICE AS EQUIPPED	\$92,924.54
MODEL: _____	YEAR: _____ SN: _____	EXT WARRANTY	\$1,245.46
PAYOUT TO: _____	AMOUNT: _____ PAID BY: _____	SUB TOTAL	\$94,170.00
MODEL: _____	YEAR: _____ SN: _____	SALES TAX (0%)	\$0.00
PAYOUT TO: _____	AMOUNT: _____ PAID BY: _____	BALANCE DUE	\$94,170.00
MODEL: _____	YEAR: _____ SN: _____		
PAYOUT TO: _____	AMOUNT: _____ PAID BY: _____		

ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.

PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.

CATERPILLAR EQUIPMENT WARRANTY

INITIAL _____

The customer acknowledges that he has received a copy of the Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty.

Warranty applicable including expiration date where necessary:
24 Month or 2000 Hours, Premier

279-60 MO/2000 HR POWERTRAIN + HYDRAULICS + TECH (Tier 4)

Payment Terms and Conditions:

CSA:
NOTES: Sourcewell Contract number For Caterpillar - 032119
Sourcewell Membership ID number for City of Arnold - 17912

NO AGREEMENTS OTHER THAN THOSE EITHER PRINTED OR WRITTEN ON THIS ORDER ARE BINDING ON EITHER PARTY OF THIS CONTRACT. This order is subject to the terms and conditions set forth on both front and reverse sides including the applicable manufacturer's warranty. In the event this machine is equipment with Product Link, I understand data concerning this machine, its condition, and its operation is being transmitted by Product Link to Caterpillar Inc., its affiliates (Caterpillar), and for its dealers to better serve me and to improve upon Caterpillar products and services. The information transmitted may include: machine serial number, machine location, and operation data, including but not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and customer privacy. I agree to allow this data to be accessed by Caterpillar and/or its dealers.

ORDER RECEIVED BY Harris, Craig REPRESENTATIVE
 APPROVED AND ACCEPTED ON _____ PURCHASER
 CITY OF ARNOLD PURCHASER

BY _____ SIGNATURE
 _____ TITLE

TERMS AND CONDITIONS

This order is subject to the following terms and conditions:

1. The Seller reserves the right to accept or reject this order and shall not be required to give any reason for non-acceptance.
2. This order when accepted by Seller shall become a binding contract, but shall be subject to strikes, lockouts, accidents, fire, delays in manufacture or transportation, acts of God, embargoes, or Governmental action and any other causes beyond the control of the Seller whether the same as, or different from the matters and things hereinbefore specifically enumerated, and any of said causes shall absolutely absolve the Seller from any liability to the purchaser under the terms hereof.
3. Title to the machine(s) being purchased shall remain in the name of Seller until the purchase price is fully paid, and release of the machine(s) to Purchaser for demonstration or as an accommodation shall not transfer title until payment for the machine is received. In the event of nonpayment, receipt of insufficient funds check, stop payment order, or other failure to pay agreed consideration, customer agrees that it is leasing any to be purchased machine in its possession or control at Fabick's daily rental rate from date of possession until return of possession to Fabick, and subject to Fabick's standard Rental Terms, which are incorporated herein by reference. In the event of default, Fabick shall be entitled to its costs of collection or repossession, including reasonable attorneys' fees and 18% per annum interest on delinquent payment.
4. The Seller's responsibility for shipment ceases upon delivery to the transportation company at Seller's place of business, or manufacturer's place of business if direct shipped to Purchaser, and any and all Risk of Loss for in transit damage, delay claims or shortages after such delivery is at Purchaser's risk (not Seller's risk) and claims shall be made by Purchaser to the transportation company. Purchaser agrees to acquire insurance on the machine prior to shipment.
5. Upon receipt of possession, Purchaser shall immediately inspect the machine(s) for non-compliance with terms of purchase, pre-transit damage, shortage claims, or any other claim against Seller, and shall immediately notify Seller of any such claims in writing, and shall be deemed to have accepted the machine in its as is condition if no written claim is made within fifteen days of receipt of possession, which the parties agree is a commercially reasonable period for inspection.
6. Upon acceptance by Seller, this contract contains all terms and conditions of purchase, and prior negotiations, different terms, or representations are superseded by the terms of this contract. Seller is not bound by any representation or term made or allegedly made by any agent or employee of Seller which is not expressly set forth in this contract.
7. Purchaser is buying the machines or goods herein subject to the manufacturer's warranty, if any. Seller **DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Purchaser assumes the risk of damage and/or injury from use or operation of the machines or goods, both personal injury and property or casualty damage, suffered or sustained in the operation thereof, and agrees to hold Seller harmless therefrom. Purchaser waives and holds Seller harmless from any and all claims in connection with delays, lost profits, consequential damages, and incidental damages. All used machines or goods being purchased are sold "as is" without any warranty, express or implied (except Seller warrants title), unless said warranty is set forth on page 1 of this contract in the section entitled **WARRANTY ON EQUIPMENT EXTENDED BY SELLER, USED EQUIPMENT** and is signed or initialed by both of the parties hereto.
8. New Caterpillar Products (to include machines, engines, attachments and parts manufactured by Caterpillar Tractor Co.), are warranted by Caterpillar as set forth in Caterpillar Warranty forms, which the Purchaser has reviewed and accepts in lieu of any and all warranties by the Seller, whether express or implied. All non-Caterpillar new products being purchased including machines, engines, attachments and parts are subject to their Manufacturer's Warranty, if any, which the buyer has reviewed and accepts in lieu of any and all warranties by the Seller, whether express or implied.
9. **To the extent applicable, the contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**

BILL OF SALE FOR PROPERTY TAKEN IN TRADE

For value received, I/we hereby grant, sell, transfer and deliver unto John Fabick Tractor Company, One Fabick Drive, Fenton, Missouri 63026 at _____

I/we hereby certify that there is no lien, claim, debt, mortgage or encumbrance of any kind, nature or description against this property now existing, of record or otherwise, and that same is free and clear and is my/our sole and absolute property. I/we agree to assume all risk of loss and/or damage to above described equipment, beyond normal wear, until delivery is made to and accepted by Fabick.

by _____
(Title)



Proposal

QUOTE NUMBER | 183549-01
Nov 09, 2022

CATERPILLAR INC. 279D3 C3H2

PREPARED FOR
CITY OF ARNOLD



FABICK **CAT**



Oct 03, 2022

CITY OF ARNOLD
2101 JEFFCO BLVD
ARNOLD, MISSOURI, 63010-2742

Dear Judy Wagner,

We are pleased to offer you the following proposal for your consideration.

One (1) Caterpillar Inc. Model: 279D3 C3H2 Compact Track Loader (CCE) with all standard equipment in addition to the specifications listed below:

STOCK NUMBER: 22M06909
SERIAL NUMBER:
YEAR:
SMU:

Thank you for your interest in Fabick Cat and Caterpillar products. Please know that we sincerely appreciate your consideration and look forward to answering any questions you may have moving forward. Feel free to contact me directly at any time.

Sincerely,

Craig Harris
Machine Sales Representative
Fabick Cat
craig.harris@fabickcat.com
(314) 591-7342

This quotation is valid for 30 days, after which time we reserve the right to re-quote.

"TO EVER SERVE OUR CUSTOMERS BETTER"



One (1) Caterpillar Inc. Model: 279D3 C3H2 Compact Track Loader (CCE) with all standard equipment in addition to the specifications listed below:

STANDARD FEATURES

POWERTRAIN -Cat C3.3B diesel engine --Gross horsepower per SAE J1349 -74.3 hp (55.4 kW) @ 2400 RPM --Electric fuel priming pump --Glow plugs starting aid --Liquid cooled, direct injection -Air cleaner, dual element, radial seal -S-O-S sampling valve, hydraulic oil -Filter, cartridge type, hydraulic -Filters, canister type, fuel -and water separator -Radiator / hydraulic oil -cooler (side-by-side) -Spring applied, hydraulically released, -parking brakes -Hydrostatic transmission

UNDERCARRIAGE -Dual flange front idler, single flange -rear idler -Suspension - independent torsion axle (4) -Two speed motor

HYDRAULICS -ISO or H pattern controls: -Electro/hydraulic implement control -Electro/hydraulic hydrostatic -transmission control -Speed sensor guarding

ELECTRICAL -12 Volt electrical system -80 Ampere alternator -Ignition key start/stop/aux switch - Lights: --LED work lights (2 front, 2 rear) --Gauge backlighting --Two rear taillights --Dome light - Backup alarm -Electrical outlet, beacon

OPERATOR ENVIRONMENT -Operator warning system indicators: --Air filter restriction --Alternator output --Armrest raised / operator out of seat --Engine coolant temperature --Engine oil pressure --Glow plug activation --Hydraulic filter restriction --Hydraulic oil temperature --Park brake engages -- Engine emission system -Gauges: fuel level and hour meter -Storage compartment with netting - Adjustable vinyl seat -Ergonomic contoured armrest -Adjustable joystick controls -Control interlock system, when operator -leaves seat or armrest raised: --Hydraulic system disables --Hydrostatic transmission disables --Parking brake engages -ROPS cab, open, tilt up -Anti-theft security system w/6-button -keypad -FOPS, Level I -Top and rear Windows -Floormat -Interior rear view mirror -12V electric socket -Horn -Hand (dial) throttle, electronic

FRAMES -Lift linkage, radial path -Chassis, one piece welded -Machine tie down points (6) -Belly pan cleanout -Support, lift arm -Rear bumper, welded

OTHER STANDARD EQUIPMENT -Engine enclosure - lockable -Extended life antifreeze (-37C, -34F) -Coupler, mechanical -Hydraulic oil level sight gauge -Radiator coolant level sight gauge -Radiator expansion bottle -Cat tough guard hose -Heavy duty flat faced quick disconnects -with integrated pressure release -Split D-ring to route work tool hoses -alongside of left lift arm -Variable speed hydraulic cooling fan -Per SAE J818-2007 and EN 474-3:2006 and -ISO 14397-1:2007



MACHINE CONFIGURATION

279D3 COMPACT TRACK LOADER	512-4279
TRACK, RUBBER,450MM (17.7 IN) BAR	454-6059
RIDE CONTROL, NONE	556-5898
BATTERY, EXTRA HD, DISC,1000 CCA	568-5603
REAR LIGHTS	356-6082
SEAT BELT, 2"	542-6994
CERTIFICATION ARR, P65	563-1163
INSTRUCTIONS, ANSI, USA	512-3743
SERIALIZED TECHNICAL MEDIA KIT	421-8926
HEATER, ENGINE COOLANT, 120V	345-3556
PACK, DOMESTIC TRUCK	0P-0210
CAB PACKAGE, PRO PLUS	588-9126
DOOR, CAB, GLASS	539-8060
COUNTERWEIGHT, MACHINE, EXTERNAL	345-5148
LANE 2 ORDER	0P-9002
PRODUCT LINK, CELLULAR PL641	573-8121
BUCKET-GP, 86", BOCE	296-8192

OPTIONS - Not Included in above Machine Pricing:

Components	Ref No.	Sell (Ex GST)
HAMMER, B6	532-9106	\$7,094.12
BRACKET, SSL, MD-LG	532-9250	\$1,000.38
LINES, B4-B6-B8 HAMMER, SSL	532-9264	\$423.53
Hammer assembly and PDI		\$585.00



PRICING INFORMATION

PRICE AS EQUIPPED	\$83,726.53
EXT WARRANTY	\$1,244.16
SUB TOTAL	\$84,970.69
SALES TAX (0%)	\$0.00
BALANCE DUE	\$84,970.69

Sourcewell Contract number For Caterpillar – 032119
Sourcewell Membership ID number for City of Arnold - 17912

EQUIPMENT PROTECTION PLAN

Standard Warranty:	24 Month or 2000 Hours, Premier For new machines and work tools/attachments the warranty period is 12-months/unlimited hours, starting from date of delivery to the first user.
Extended Protection Plan:	279-60 MO/2000 HR POWERTRAIN + HYDRAULICS + TECH (Tier 4)

ESTIMATED DELIVERY

To be confirmed at date of order acceptance by Fabick Cat.

FINANCE OPTIONS



WHY CHOOSE FABICK CAT?

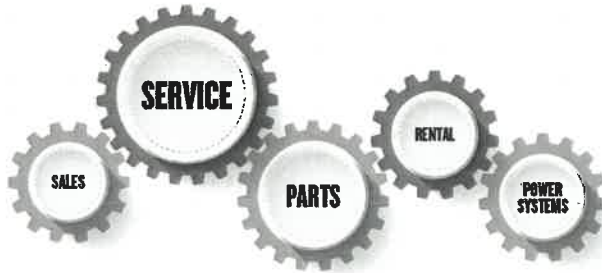
Fabick Cat is the Cat® dealer throughout major portions of Missouri, Illinois, the entire state of Wisconsin and the Upper Peninsula of Michigan. We are proud to serve the hard-working men and women that improve the quality of life in our community. From Cat machines that help maintain our infrastructure and support our farmers, to aerial lifts and emergency power generation, Fabick Cat supplies essential products that help make progress possible.

THROUGHOUT OUR TERRITORY

- 34 LOCATIONS
- 200 SERVICE BAYS
- 1,200+ EMPLOYEES
- 200 SERVICE TRUCKS
- 550 SERVICE TECHNICIANS
- 100+ PARTS DROP BOXES

SERVING THE INDUSTRIES THAT SERVE OUR REGION

With broad capabilities and advanced integration of innovative technology, we are able to serve the diverse requirements of our customers through:



SOLID FOUNDATIONS SINCE 1917

Over a century ago, our founder John Fabick Sr., set out to build the greatest service organization of its kind. He adopted the motto *"To Ever Serve Our Customers Better."* To this day, these words remain the foundation of our organization.

FABICK CAT IS HERE TO SUPPORT YOU & YOUR CONTINUED SUCCESS

LEARN MORE @ fabickcat.com » 800.845.9188 » contact@fabickcat.com



"TO EVER SERVE OUR CUSTOMERS BETTER"

RESOLUTION NO. 22-60

A RESOLUTION AUTHORIZING THE PURCHASE OF A MINI
EXCAVATOR.

WHEREAS, the City of Arnold has obtained a quote of \$77,126.80 for a new Cat 304 Mini Excavator using the Sourcewell Contract 032119 Pricing in the amount of \$77,126.80;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Arnold, Missouri, that the attached proposal for the purchase of a new CAT 304 Mini Excavator is hereby approved. The Mayor and/or City Administrator are authorized to execute any necessary documents to complete this transaction.

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

Date: _____



SALES AGREEMENT

DATE Nov 09, 2022

One Fabick Drive, Fenton, MO63026 Phone: 1-800-845-9188

Visit our website: www.fabickcat.com

PURCHASER	CITY OF ARNOLD			
STREET ADDRESS	2101 JEFFCO BLVD		<SAME>	
CITY/STATE	ARNOLD, MO	COUNTY	JEFFERSON	
POSTAL CODE	63010-2742	PHONE NO.	636-282-2386	
EQUIPMENT	CHARLIE ALLEN 636-346-6065 CALLEN@ARNOLDMO.ORG			
PRODUCT SUPPORT	CHARLIE ALLEN 636-346-6065 CALLEN@ARNOLDMO.ORG		F.O.B. AT: Fenton	

INDUSTRY CODE: GOVERNMENTAL LOCAL HC (205A)	PRINCIPAL WORK CODE:		
CUSTOMER NUMBER 1113870	Sales Tax Exemption # (if applicable) 12486485	CUSTOMER PO NUMBER	
PAYMENT TERMS:	NET PAYMENT ON RECEIPT OF INVOICE <input checked="" type="checkbox"/>	NET ON DELIVERY <input type="checkbox"/>	FINANCIAL SERVICES <input type="checkbox"/> ISC <input type="checkbox"/> LEASE <input type="checkbox"/>
Cash With Order \$0.00	Balance To Finance 0.00		
Contract Interest Rate 0.00	Payment Period	Payment Amount 0.00	Number Of Payments 0

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED	
MAKE: CATERPILLAR INC.	MODEL: 304-07
STOCK NUMBER: 22M06841	SERIAL NUMBER: TBA
YEAR: TBA	SMU: TBA
	NEW <input checked="" type="checkbox"/> USED <input type="checkbox"/>
304 07A MHE DCA3A	610-5472
SERIALIZED TECHNICAL MEDIA KIT	421-8926
PACKING, LAST MILE PROGRAM	0P-4299
THUMB, HYD + COUPLER, PG, HYD, 3T	589-8470
SHIPPING/STORAGE PROTECTION	0P-2266
LANE 2 ORDER	0P-9002
PINS, BUCKET, 40MM	154-2638
BUCKET-HD, 24", 4.2 FT3, 3T	464-9904

TRADE-IN EQUIPMENT		PRICE AS EQUIPPED	
MODEL: _____	YEAR: _____ SN: _____		\$77,126.80
PAYOUT TO: _____	AMOUNT: _____ PAID BY: _____	EXT WARRANTY	Included
MODEL: _____	YEAR: _____ SN: _____	SUB TOTAL	\$77,126.80
PAYOUT TO: _____	AMOUNT: _____ PAID BY: _____	SALES TAX (0%)	\$0.00
MODEL: _____	YEAR: _____ SN: _____	BALANCE DUE	\$77,126.80
PAYOUT TO: _____	AMOUNT: _____ PAID BY: _____		

ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.

PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.

<input checked="" type="checkbox"/> CATERPILLAR EQUIPMENT WARRANTY	NITIAL	Payment Terms and Conditions:
<p>The customer acknowledges that he has received a copy of the Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty.</p> <p>Warranty applicable including expiration date where necessary: 24 Month or 2000 Hours, Premier 304-60 MO/2000 HR PREMIER (Tier 4)</p>		
CSA:		
NOTES:		

NO AGREEMENTS OTHER THAN THOSE EITHER PRINTED OR WRITTEN ON THIS ORDER ARE BINDING ON EITHER PARTY OF THIS CONTRACT. This order is subject to the terms and conditions set forth on both front and reverse sides including the applicable manufacturer's warranty. In the event this machine is equipment with Product Link, I understand data concerning this machine, its condition, and its operation is being transmitted by Product Link to Caterpillar Inc., its affiliates (Caterpillar), and for its dealers to better serve me and to improve upon Caterpillar products and services. The information transmitted may include: machine serial number, machine location, and operation data, including but not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and customer privacy. I agree to allow this data to be accessed by Caterpillar and/or its dealers.

ORDER RECEIVED BY	Fabick	APPROVED AND ACCEPTED ON	PURCHASER
	Harris, Craig		
	REPRESENTATIVE	CITY OF ARNOLD	PURCHASER
BY		SIGNATURE	
			TITLE

TERMS AND CONDITIONS

This order is subject to the following terms and conditions:

1. The Seller reserves the right to accept or reject this order and shall not be required to give any reason for non-acceptance.
2. This order when accepted by Seller shall become a binding contract, but shall be subject to strikes, lockouts, accidents, fire, delays in manufacture or transportation, acts of God, embargoes, or Governmental action and any other causes beyond the control of the Seller whether the same as, or different from the matters and things hereinbefore specifically enumerated, and any of said causes shall absolutely absolve the Seller from any liability to the purchaser under the terms hereof.
3. Title to the machine(s) being purchased shall remain in the name of Seller until the purchase price is fully paid, and release of the machine(s) to Purchaser for demonstration or as an accommodation shall not transfer title until payment for the machine is received. In the event of nonpayment, receipt of insufficient funds check, stop payment order, or other failure to pay agreed consideration, customer agrees that it is leasing any to be purchased machine in its possession or control at Fabick's daily rental rate from date of possession until return of possession to Fabick, and subject to Fabick's standard Rental Terms, which are incorporated herein by reference. In the event of default, Fabick shall be entitled to its costs of collection or repossession, including reasonable attorneys' fees and 18% per annum interest on delinquent payment.
4. The Seller's responsibility for shipment ceases upon delivery to the transportation company at Seller's place of business, or manufacturer's place of business if direct shipped to Purchaser, and any and all Risk of Loss for in transit damage, delay claims or shortages after such delivery is at Purchaser's risk (not Seller's risk) and claims shall be made by Purchaser to the transportation company. Purchaser agrees to acquire insurance on the machine prior to shipment.
5. Upon receipt of possession, Purchaser shall immediately inspect the machine(s) for non-compliance with terms of purchase, pre-transit damage, shortage claims, or any other claim against Seller, and shall immediately notify Seller of any such claims in writing, and shall be deemed to have accepted the machine in its as is condition if no written claim is made within fifteen days of receipt of possession, which the parties agree is a commercially reasonable period for inspection.
6. Upon acceptance by Seller, this contract contains all terms and conditions of purchase, and prior negotiations, different terms, or representations are superseded by the terms of this contract. Seller is not bound by any representation or term made or allegedly made by any agent or employee of Seller which is not expressly set forth in this contract.
7. Purchaser is buying the machines or goods herein subject to the manufacturer's warranty, if any. Seller **DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE**. Purchaser assumes the risk of damage and/or injury from use or operation of the machines or goods, both personal injury and property or casualty damage, suffered or sustained in the operation thereof, and agrees to hold Seller harmless therefrom. Purchaser waives and holds Seller harmless from any and all claims in connection with delays, lost profits, consequential damages, and incidental damages. All used machines or goods being purchased are sold "as is" without any warranty, express or implied (except Seller warrants title), unless said warranty is set forth on page 1 of this contract in the section entitled WARRANTY ON EQUIPMENT EXTENDED BY SELLER, USED EQUIPMENT and is signed or initialed by both of the parties hereto.
8. New Caterpillar Products (to include machines, engines, attachments and parts manufactured by Caterpillar Tractor Co.), are warranted by Caterpillar as set forth in Caterpillar Warranty forms, which the Purchaser has reviewed and accepts in lieu of any and all warranties by the Seller, whether express or implied. All non-Caterpillar new products being purchased including machines, engines, attachments and parts are subject to their Manufacturer's Warranty, if any, which the buyer has reviewed and accepts in lieu of any and all warranties by the Seller, whether express or implied.
9. **To the extent applicable, the contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**

BILL OF SALE FOR PROPERTY TAKEN IN TRADE

For value received, I/we hereby grant, sell, transfer and deliver unto John Fabick Tractor Company, One Fabick Drive, Fenton, Missouri 63026 at _____

I/we hereby certify that there is no lien, claim, debt, mortgage or encumbrance of any kind, nature or description against this property now existing, of record or otherwise, and that same is free and clear and is my/our sole and absolute property. I/we agree to assume all risk of loss and/or damage to above described equipment, beyond normal wear, until delivery is made to and accepted by Fabick.

by _____
(Title)



Proposal

QUOTE NUMBER | 186642-01
Nov 09, 2022

CATERPILLAR INC. 304-07

PREPARED FOR
CITY OF ARNOLD



FABICK **CAT**



Nov 09, 2022

CITY OF ARNOLD
2101 JEFFCO BLVD
ARNOLD, MISSOURI, 63010-2742

Dear Judy Wagner,

We are pleased to offer you the following proposal for your consideration.

One (1) Caterpillar Inc. Model: 304-07 Mini Excavator (CCE) with all standard equipment in addition to the specifications listed below:

STOCK NUMBER: 22M06841
SERIAL NUMBER:
YEAR:
SMU:

Thank you for your interest in Fabick Cat and Caterpillar products. Please know that we sincerely appreciate your consideration and look forward to answering any questions you may have moving forward. Feel free to contact me directly at any time.

Sincerely,

Craig Harris
Machine Sales Representative
Fabick Cat
craig.harris@fabickcat.com
(314) 591-7342

This quotation is valid for 30 days, after which time we reserve the right to re-quote.

"TO EVER SERVE OUR CUSTOMERS BETTER"



One (1) Caterpillar Inc. Model: 304-07 Mini Excavator (CCE) with all standard equipment in addition to the specifications listed below:

STANDARD FEATURES

POWERTRAIN -Cat C1.7T diesel engine --U.S. EPA tier 4 final --EU stage V --ISO 9249/EEC 80/1270 --Rated net power 34.1kW --2,400 rpm - ISO 9249/EEC 80/1269 --Electronic engine, turbo, DOC (diesel -oxidation catalyst) -Automatic engine idle -Automatic engine shut-off -Automatic swing brake - Automatic two speed travel -Fuel and water separator with indicator -Radial seal, double element air filter -with restrictions indicator

HYDRAULICS -Smart tech electronic pump -Variable displacement piston pump -Load sensing & flow sharing hydraulics -Power on demand -Hydraulic temperature monitoring -Accumulator - certified

ELECTRICAL -12-volt electrical system -85 ampere alternator -650 CCA maintenance free battery - Battery disconnect -Circuit breaker -Ignition key stop switch -Signaling/warning horn -Work lights -- Cab, boom left --Courtesy safety light

OPERATOR ENVIRONMENT -Sealed and pressurized unitized cab -Operator sound pressure 72 dB(A) ISO6396 -Integrated lower front window -Rear window emergency exit -Radio - Bluetooth, USB, aux, mic -12V power socket -Ergonomic joystick control levers -Adjustable wrist rests -Pattern changer -Color LCD monitor --Fuel level, coolant temperature and -warning indicator --Maintenance and machine monitoring --Performance & machine adjustments --Numeric security code --Multiple languages --Hour meter --Jog dial control interface -Coat hook -Cup holder -Hydraulic lockout controls -Literature holder -Molded footrests -Removable washable floormat -Retractable fluorescent "high - visibility" seat belt -Travel control pedals with hand levers -Utility space for mobile phone -skylight - mounting bosses for top & front guards

FLUIDS -Extended life coolant - 37C -Hydro advanced hydraulic oil

OTHER STANDARD EQUIPMENT -Cat key with passcode option -Locks on external enclosure doors -Lockable fuel cap -Beacon socket -Ecology drain - engine oil -Side by side engine & hydraulic -oil cooler -Stick steer mode -Cruise control mode -Power on demand -Rear reflectors -Roll-over protective structure (ROPS) -(ISO 12117-2) -Product Link PL243 (regulations apply) -Auxiliary hydraulic lines --1-way and 2-way (combined function) --Auxiliary line quick disconnects --Adjustable auxiliary flow --Continuous flow --Adjustable auxiliary relief -Thumb ready stick



MACHINE CONFIGURATION

304 07A MHE DCA3A	610-5472
SERIALIZED TECHNICAL MEDIA KIT	421-8926
PACKING, LAST MILE PROGRAM	0P-4299
THUMB, HYD + COUPLER, PG, HYD,3T	589-8470
SHIPPING/STORAGE PROTECTION	0P-2266
LANE 2 ORDER	0P-9002
PINS, BUCKET, 40MM	154-2638
BUCKET-HD, 24", 4.2 FT3, 3T	464-9904



PRICING INFORMATION

PRICE AS EQUIPPED	\$77,126.80
SUB TOTAL	\$77,126.80
SALES TAX (0%)	\$0.00
BALANCE DUE	\$77,126.80

Sourcewell Contract number For Caterpillar – 032119
Sourcewell Membership ID number for City of Arnold - 17912

EQUIPMENT PROTECTION PLAN

Standard Warranty:	24 Month or 2000 Hours, Premier For new machines and work tools/attachments the warranty period is 12-months/unlimited hours, starting from date of delivery to the first user.
Extended Protection Plan:	304-60 MO/2000 HR PREMIER (Tier 4)

ESTIMATED DELIVERY

To be confirmed at date of order acceptance by Fabick Cat.

FINANCE OPTIONS



WHY CHOOSE FABICK CAT?

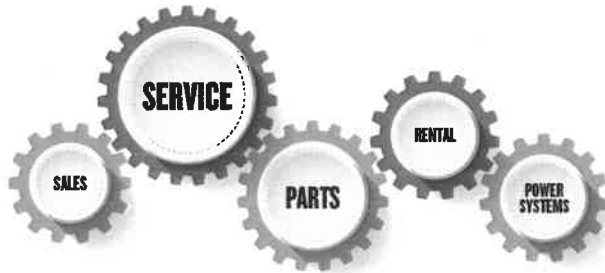
Fabick Cat is the Cat® dealer throughout major portions of Missouri, Illinois, the entire state of Wisconsin and the Upper Peninsula of Michigan. We are proud to serve the hard-working men and women that improve the quality of life in our community. From Cat machines that help maintain our infrastructure and support our farmers, to aerial lifts and emergency power generation, Fabick Cat supplies essential products that help make progress possible.

THROUGHOUT OUR TERRITORY

- 📍 34 LOCATIONS
- 🔧 200 SERVICE BAYS
- 👤 1,200+ EMPLOYEES
- 🚚 200 SERVICE TRUCKS
- 👷 550 SERVICE TECHNICIANS
- ⚙️ 100+ PARTS DROP BOXES

SERVING THE INDUSTRIES THAT SERVE OUR REGION

With broad capabilities and advanced integration of innovative technology, we are able to serve the diverse requirements of our customers through:



SOLID FOUNDATIONS SINCE 1917

Over a century ago, our founder John Fabick Sr., set out to build the greatest service organization of its kind. He adopted the motto *"To Ever Serve Our Customers Better."* To this day, these words remain the foundation of our organization.

FABICK CAT IS HERE TO SUPPORT YOU & YOUR CONTINUED SUCCESS

LEARN MORE @ fabickcat.com » 800.845.9188 » contact@fabickcat.com



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