BILL NO. 3027-24 **ORDINANCE NO. 2986-24**

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION GRANT AGREEMENT FOR IMPROVMENTS TO WASTEWATER AND WATER TO THE NORTH BUSINESS ROUTE 5 FACILITY

WHEREAS, the parties desire the improvement or reconstruction of wastewater facilities to connect MoDOT Camdenton Maintenance Facility to the City's existing facilities; and

WHEREAS, the Missouri Highways and Transportation Commission is offering Financial Assistance whereby the Commission pays for one hundred percent (100%) of the base project costs or a total of $909,544.50; and

WHEREAS, the City will be responsible for project costs to upsize the project to allow for future expansion.

THREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF CAMDENTON, MISSOURI AS FOLLOWS:

Section 1. That the Mayor and City Clerk are hereby authorized to enter into an Agreement with the Missouri Highways and Transportation Commission for financial assistance to improve or reconstruct wastewater facilities at the Camdenton Maintenance Facility. A copy of the Agreement is attached hereto and made a part thereof, identified as Exhibit A.

Section 2. This Ordinance shall be in full force and in effect from and after its passage by the Board of Aldermen and approval by the Mayor.

Section 3. All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed.

Read the first time this 2 day of April 2024.

Read the second time and passed and approved this 2 day of April 2024.

John D. McNabb, Mayor

ATTEST:

Renée Kingston, MMC/MPCC
Assistant City Administrator/City Clerk

CAMDENTON, MISSOURI
SEAL
INCORPORATED 1931

CCO Form: FS35G
Approved: 1/20 (MWH)
Revised: 3/23 (RSV)
Modified: 12/23 (RSV)

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION GRANT AGREEMENT

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

WITNESSETH:

WHEREAS, the parties desire the improvement or reconstruction of wastewater facilities to connect the Commission's Camdenton Maintenance Facility to the Entity's existing municipal facilities; and

WHEREAS, the Entity is willing to provide assistance in the construction or reconstruction of the improvements, subject to the terms and conditions herein.

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

(1) PURPOSE: The purpose of this Agreement is to coordinate the participation by the Entity in the cost of the improvement to provide municipal wastewater facilities to the Commission's Maintenance Facility outside the city limits of Camdenton ("the Project"). The Project will include the installation of a wastewater line connecting the maintenance facility to the Entity's existing facilities, approximately 5,050 feet of installation, connecting to the existing treatment plant in Camdenton, and the installation of the connections required at the maintenance facility to connect the facility to the new wastewater lines.

(2) LOCATION: The location of the Project will be shown on the plans prepared by the Entity's consultant.

(3) 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 Entity and the Commission.

(4) COMMISSION REPRESENTATIVE: The Commission's Central 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.

(5) ENTITY REPRESENTATIVE: The Entity's City Manager is designated as the Entity's representative for the purpose of administering the provisions of this Agreement. The Entity's representative may designate by written notice other persons having the authority to act on behalf of the Entity in furtherance of the performance of this Agreement.

(6) PROJECT RESPONSIBILITIES: With regard to Project responsibilities under this agreement, the parties agree as follows:

(A) The Entity shall be responsible for design of the Project and shall prepare detailed plans and specifications. The Entity shall provide the Commission with final construction plans, specifications and estimate prior to bidding the Project.

(B) The Entity shall acquire right-of-way as needed for the Project in accordance with Commission requirements.

(C) The Entity shall be responsible for letting the Project, which includes advertising the Project for bids and awarding the construction contract. The Entity shall award the contract to the lowest, responsive, responsible bidder.

(D) The Entity shall be responsible for construction of the Project which includes administration of the construction contract.

(E) The Entity shall be responsible for inspection of the Project work.

(F) The Entity will be responsible for completing the Project and receiving final payment from the Commission no later than December 31, 2026.

(7) FINANCIAL RESPONSIBILITIES: With regard to work under this Agreement, the Entity agrees as follows:

(A) The Commission will pay for one hundred percent (100%) of the base bid Project costs, currently estimated at $909,544.50 as detailed on **Exhibit A**. The Commission funding source is the American Rescue Plan Act.

(B) The Entity will be responsible for Project costs to upsize the Project to allow for the Entity's future expansion.

(8) REIMBURSEMENT FOR ELIGIBLE EXPENSES: The Commission will reimburse the Entity for Project expenses based on eligible construction contract costs.

(A) The Entity may request reimbursement for eligible costs incurred at

any time subsequent to the execution of this Agreement by both parties. Requests for reimbursement shall be submitted to the Commission, not exceeding twice monthly, and shall be supported with invoices and documentation that its providers were paid in full for the work performed.

(B) The request for reimbursement must include a construction progress summary that includes an estimated percent complete and status of schedule.

(C) The final payment from the Commission to the Entity must occur no later than December 31, 2026.

(9) MAINTENANCE: The Entity shall maintain and own the wastewater line installed by the Entity in its entirety terminating at and not including the lift station installed on the Commission's maintenance facility property. The service line connecting the maintenance facility to the lift station, that will be installed by the Entity, will be owned and maintained by the Commission upon completion of the Project and project close-out. The maintenance and ownership responsibilities described in this section will be also shown on the final project plans, and verified for accuracy by all parties prior to letting the Project. The Commission will be billed monthly for sewer fees, the same as any other industrial customer of the Entity.

(10) ACQUISITION OF RIGHT OF WAY: The Entity shall acquire any additional necessary right of way required for the 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.

(11) DESIGN AND CONSTRUCTION SPECIFICATIONS: The Entity agrees that all design and construction work for the proposed Project will be in accordance with policies, procedures, design criteria, design standards, and construction specifications adopted by the Entity.

(12) PERMITS: The Entity shall secure any necessary approvals or permits as required to complete the Project.

(13) AUDIT OF RECORDS: The Entity shall maintain all records relating to this Agreement, including but not limited to bidding documents, construction contracts, construction inspection reports, invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(14) NONDISCRIMINATION CLAUSE: The Entity shall comply with all state and federal statutes applicable to the Entity relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964, as

amended (42 U.S.C. Sections 2000*d* and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*)..

(15) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Entity.

(16) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(17) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(18) NO ADVERSE INFERENCE: This Agreement shall not be construed more strongly against one party or the other. The parties to this Agreement had equal access to, input with respect to, and influence over the provisions of this Agreement. Accordingly, no rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this Agreement.

(19) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(20) VOLUNTARY NATURE OF AGREEMENT: Each party to this Agreement warrants and certifies that it enters into this transaction and executes this Agreement freely and voluntarily and without being in a state of duress or under threats or coercion.

(21) 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.

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

(23) WORK PRODUCT: All documents, reports, exhibits, etc. produced by the Entity at the direction of the Commission and information supplied by the Commission shall remain the property of the Commission.

(24) CONFIDENTIALITY: The Entity shall not disclose to third parties

confidential factual matters provided by the Commission except as may be required by statute, ordinance or order of court, or as authorized by the Commission. The Entity shall notify the Commission immediately of any request for such information.

(25) NONSOLICITATION: The Entity warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Entity, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

(26) DISPUTES: Any disputes that arise under this Agreement shall be decided by the Commission or its representative.

(27) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Entity 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 Entity's wrongful or negligent performance of its obligations under this Agreement.

(B) 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.

(28) NOTIFICATION OF CHANGE: The Entity shall immediately notify the Commission of any change in conditions or law which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.

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

(30) STATE WAGE LAWS: The Entity's contractor and its subcontractors shall pay the prevailing hourly rate of wages for each craft or type of worker required to execute this Project work as determined by the Department of Labor and Industrial Relations of Missouri, and they shall further comply in every respect with the minimum wage laws of Missouri. The Entity shall take those acts which may be required to fully inform itself of the terms of, and to comply with, any applicable state wage laws.

(31) PROMPT PAYMENT: The Commission and the Entity will require all contractors to pay all subcontractors and suppliers for satisfactory performance of services in compliance with section 34.057 RSMo, Missouri's prompt payment statute. Pursuant to section 34.057 RSMo, the Commission and the Entity will also require the prompt return of all retainage held on all subcontractors after the subcontractors' work is satisfactorily completed, as determined by the Entity and the Commission.

[The Remainder of This Page Is Intentionally Left Blank.]

DocuSign Envelope ID: AABE70FF-454B-4FA3-A792-485D4F36B826

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

Executed by the Entity on _____(DATE).

Executed by the Commission on _____ (DATE).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

_____

Title _____

Attest:

_____
Secretary to the Commission

Approved as to Form:

_____
Commission Counsel

CITY OF CAMDENTON

By_____

Title_____

Attest:

By_____

Title_____

Ordinance Number

_____

DocuSign Envelope ID: AABE70FF-454B-4FA3-A792-485D4F36B826

EXHIBIT A

PROJECT BID COST

DocuSign Envelope ID: AABE70FF-454B-4FA3-A792-485D4F36B826

darrenkrehbiel
CONSULTANTS LLC

Thursday, March 14, 2024

Mayor John D. McNabb
Board of Alderman
Mr. Jeff Hooker, City Administrator
City of Camdenton
437 W. Highway 54
Camdenton, MO 65020

RE: Sewer and Water Improvements
MoDOT & Amphitheater

Ladies and Gentlemen:

On Tuesday, March 12th, the City of Camdenton received three bids on the MoDOT & Amphitheater sewer and water improvements construction project. Copies of the bid tabs have been included for your reference.

The low bidder, read at the opening, was Stockman Construction with a total bid of $929,544.50. There were no math errors or bid irregularities identified in any of the bids. The successful bid came in at $257,618.00 below the engineer's estimate.

There were no significant variations in unit prices noted by the engineer. The engineer's estimates for the two lift stations are show in red because we did not hear back from the pump supplier and we were unable to update our bid numbers prior to the bidding. That said, our original numbers were not markedly higher or lower than the averages.

Both the City of Camdenton and Darren Krehbiel Consultants have had past experience with Stockman Construction. These experiences have been positive.

We have researched this firm through Case Net and the Secretary of States office and found nothing of interest to report. We encourage the City to complete their own due diligence with respect to Stockman Construction.

DocuSign Envelope ID: AABE70FF-454B-4FA3-A792-485D4F36B826

It is our understanding, with respect to the low bid received, that the Missouri Department of Transportation will be responsible for $909,544.50 of the total bid. Ozarks Amphitheater will contribute $20,000.00 and complete their construction in house. The City of Camdenton will pay all engineering fees associated with this project.

If the City of Camdenton has questions, or requires additional information regarding the project or the bids, please do not hesitate to contact me.

Respectfully,

Darren David Krehbiel, P.E., P.L.S.
cc: Bid Tabs

DocuSign Envelope ID: AABE70FF-454B-4FA3-A792-485D4F36B826

Water Sewer System Improvements
MoDOT / Amphitheater
2024

3/12/2024

Item	Description	Units	Quantity	Kolb Grading		Stockman Construction		Better By Design	
1.0	Mobillization	L.S.	1	$ 21,752.00	$ 21,752.00	$ 20,000.00	$ 20,000.00	$ 43,800.00	$ 43,800.00
2.0	2-inch Waterline	L.F.	40	$ 245.05	$ 9,802.00	$ 300.00	$ 12,000.00	$ 28.56	$ 1,142.40
3.0	4-inch Waterline	L.F.	1050	$ 71.60	$ 75,180.00	$ 40.00	$ 42,000.00	$ 33.65	$ 35,332.50
4.0	6-inch Waterline	L.F.	2,950	$ 61.90	$ 182,605.00	$ 40.00	$ 118,000.00	$ 44.10	$ 130,095.00
5.0	2-inch Sewer Force Main	L.F.	950	$ 50.20	$ 47,690.00	$ 32.00	$ 30,400.00	$ 28.69	$ 27,255.50
6.0	4-inch Sewer Force Main	L.F.	5,025	$ 55.80	$ 280,395.00	$ 37.00	$ 185,925.00	$ 36.14	$ 181,603.50
7.0	Tracer Wire	EA.	10,015	$ 1.05	$ 10,515.75	$ 0.30	$ 3,004.50	$ 0.38	$ 3,805.70
8.0	Duplex Lift Station with Appurtenances (MoDOT)	L.S.	1	$ 129,725.00	$ 129,725.00	$ 45,000.00	$ 45,000.00	$ 110,600.00	$ 110,600.00
9.0	Duplex Lift Station with Appurtenances (Amphitheater)	L.S.	1	$ 182,780.00	$ 182,780.00	$ 175,000.00	$ 175,000.00	$ 194,250.00	$ 194,250.00
11.0	Valves	EA.	9	$ 1,965.50	$ 17,689.50	$ 2,000.00	$ 18,000.00	$ 1,980.00	$ 17,820.00
12.0	Meter; Double Check Assembly; Valve Box	EA.	2	$ 37,665.00	$ 75,330.00	$ 19,750.00	$ 39,500.00	$ 24,500.00	$ 49,000.00
13.0	2-inch Air Relief Valve	EA.	1	$ 10,652.00	$ 10,652.00	$ 7,500.00	$ 7,500.00	$ 12,400.00	$ 12,400.00
14.0	Connection to existing (Water)	EA.	1	$ 12,372.00	$ 12,372.00	$ 8,500.00	$ 8,500.00	$ 6,300.00	$ 6,300.00
15.0	Connection to existing (Sewer)	EA.	1	$ 7,825.00	$ 7,825.00	$ 21,000.00	$ 21,000.00	$ 5,300.00	$ 5,300.00
16.0	Pressure and Leakage Tests (Water)	L.S.	1	$ 3,654.00	$ 3,654.00	$ 3,000.00	$ 3,000.00	$ 5,300.00	$ 5,300.00
17.0	Pressure and Leakage Tests (Sewer)	L.S.	1	$ 3,654.00	$ 3,654.00	$ 3,000.00	$ 3,000.00	$ 5,300.00	$ 5,300.00
18.0	Road Crossings - Bore	EA.	4	$ 55,165.00	$ 220,660.00	$ 15,500.00	$ 62,000.00	$ 14,500.00	$ 58,000.00
19.0	Gravel Driveway Crossings - Open Cut	L.F.	1,210	$ 16.50	$ 19,965.00	$ 23.00	$ 27,830.00	$ 21.20	$ 25,652.00
20.0	Asphalt Driveway Crossings - Open Cut	L.F.	470	$ 33.25	$ 15,627.50	$ 58.00	$ 27,260.00	$ 85.00	$ 39,950.00
21.0	Concrete Driveway Crossings - Open Cut	L.F.	125	$ 137.60	$ 17,200.00	$ 125.00	$ 15,625.00	$ 98.00	$ 12,250.00
22.0	Seeding & Mulching	L.S.	1	$ 102,510.00	$ 102,510.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00
23.0	Contingency	L.S.	1		$ 40,000.00		$ 40,000.00		$ 40,000.00
	Total				**$ 1,487,583.75**		**$ 929,544.50**		**$ 1,030,156.60**
	Total Read at Opening				$ 1,487,583.75		$ 929,544.50		$ 1,030,156.60
	Difference				$ -		$ -		$ -
	Difference from Engineer				$ 300,421.25		$ (257,618.00)		$ (157,005.90)

DocuSign Envelope ID: AABE70FF-454B-4FA3-A792-485D4F36B826

Item	Description	Units	Quantity	Engineer's Estimate		Average Unit Price	Low Unit Price	High Unit Price	Median Unit Price	Average difference from Engineer
1.0	Mobillization	L.S.	1	$ 23,000.00	$ 23,000.00	$ 28,517.33	$ 20,000.00	$ 43,800.00	$ 21,752.00	$5,517.33
2.0	2-inch Waterline	L.F.	40	$ 30.00	$ 1,200.00	$ 191.20	$ 28.56	$ 300.00	$ 245.05	$161.20
3.0	4-inch Waterline	L.F.	1050	$ 40.00	$ 42,000.00	$ 48.42	$ 33.65	$ 71.60	$ 40.00	$8.42
4.0	6-inch Waterline	L.F.	2,950	$ 67.50	$ 199,125.00	$ 48.67	$ 40.00	$ 61.90	$ 44.10	-$18.83
5.0	2-inch Sewer Force Main	L.F.	950	$ 20.00	$ 19,000.00	$ 36.96	$ 28.69	$ 50.20	$ 32.00	$16.96
6.0	4-inch Sewer Force Main	L.F.	5,025	$ 40.00	$ 201,000.00	$ 42.98	$ 36.14	$ 55.80	$ 37.00	$2.98
7.0	Tracer Wire	EA.	10,015	$ 2.50	$ 25,037.50	$ 0.58	$ 0.30	$ 1.05	$ 0.38	-$1.92
8.0	Duplex Lift Station with Appurtenances (MoDOT)	L.S.	1	$ 165,000.00	$ 165,000.00	$ 95,108.33	$ 45,000.00	$ 129,725.00	$ 110,600.00	-$69,891.67
9.0	Duplex Lift Station with Appurtenances (Amphitheater)	L.S.	1	$ 165,000.00	$ 165,000.00	$ 184,010.00	$ 175,000.00	$ 194,250.00	$ 182,780.00	$19,010.00
11.0	Valves	EA.	9	$ 4,000.00	$ 36,000.00	$ 1,981.83	$ 1,965.50	$ 2,000.00	$ 1,980.00	-$2,018.17
12.0	Meter; Double Check Assembly; Valve Box	EA.	2	$ 20,000.00	$ 40,000.00	$ 27,305.00	$ 19,750.00	$ 37,665.00	$ 24,500.00	$7,305.00
13.0	2-inch Air Relief Valve	EA.	1	$ 4,000.00	$ 4,000.00	$ 10,184.00	$ 7,500.00	$ 12,400.00	$ 10,652.00	$6,184.00
14.0	Connection to existing (Water)	EA.	1	$ 4,000.00	$ 4,000.00	$ 9,057.33	$ 6,300.00	$ 12,372.00	$ 8,500.00	$5,057.33
15.0	Connection to existing (Sewer)	EA.	1	$ 7,000.00	$ 7,000.00	$ 11,375.00	$ 5,300.00	$ 21,000.00	$ 7,825.00	$4,375.00
16.0	Pressure and Leakage Tests (Water)	L.S.	1	$ 7,500.00	$ 7,500.00	$ 3,984.67	$ 3,000.00	$ 5,300.00	$ 3,654.00	-$3,515.33
17.0	Pressure and Leakage Tests (Sewer)	L.S.	1	$ 7,000.00	$ 7,000.00	$ 3,984.67	$ 3,000.00	$ 5,300.00	$ 3,654.00	-$3,015.33
18.0	Road Crossings - Bore	EA.	4	$ 30,000.00	$ 120,000.00	$ 28,388.33	$ 14,500.00	$ 55,165.00	$ 15,500.00	-$1,611.67
19.0	Gravel Driveway Crossings - Open Cut	L.F.	1,210	$ 25.00	$ 30,250.00	$ 20.23	$ 16.50	$ 23.00	$ 21.20	-$4.77
20.0	Asphalt Driveway Crossings - Open Cut	L.F.	470	$ 65.00	$ 30,550.00	$ 58.75	$ 33.25	$ 85.00	$ 58.00	-$6.25
21.0	Concrete Driveway Crossings - Open Cut	L.F.	125	$ 100.00	$ 12,500.00	$ 120.20	$ 98.00	$ 137.60	$ 125.00	$20.20
22.0	Seeding & Mulching	L.S.	1	$ 8,000.00	$ 8,000.00	$ 50,836.67	$ 25,000.00	$ 102,510.00	$ 25,000.00	$42,836.67
23.0	Contingency	L.S.	1		$ 40,000.00					
	Total				$ 1,187,162.50	$ 22,483.25	2.00%			
	Total Read at Opening									
	Difference									
	Difference from Engineer									

DocuSign

Certificate Of Completion

Envelope Id: AABE70FF454B4FA3A792485D4F36B826

Status: Sent

Subject: Complete with DocuSign: FS35_Camdenton_ARPA_let_by_Entity Updated(002) MOU.pdf

Source Envelope:

Document Pages: 12

Signatures: 1

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

EnvelopeId Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Michael Yoder
1860 Michael Faraday Drive
Suite 100
Reston, VA 20190
michael.yoder@modot.mo.gov
IP Address: 168.166.80.221

Record Tracking

Status: Original
3/25/2024 12:19:30 PM

Holder: Michael Yoder
michael.yoder@modot.mo.gov

Location: DocuSign

Signer Events	Signature	Timestamp
Jeff Hooker jhooker@camdentoncity.com City Administrator Security Level: Email, Account Authentication (Optional)	DocuSigned by: Jeff Hooker F85B85743AD04EF... Signature Adoption: Pre-selected Style Using IP Address: 12.201.171.35	Sent: 3/25/2024 12:36:20 PM Viewed: 3/25/2024 12:39:33 PM Signed: 3/25/2024 12:40:42 PM
Electronic Record and Signature Disclosure: Accepted: 3/25/2024 12:39:33 PM ID: aff9b54b-6bc4-4264-9ad6-66d763c392cb		
Reid Vardell Reid.Vardell@modot.mo.gov Assistant Counsel Security Level: Email, Account Authentication (Optional) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		Sent: 3/25/2024 12:40:43 PM
Brenda J. Morris Brenda.Morris@modot.mo.gov Security Level: Email, Account Authentication (Optional) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
Pamela J. Harlan pamela.harlan@modot.mo.gov Security Level: Email, Account Authentication (Optional) **Electronic Record and Signature Disclosure:** Accepted: 12/22/2021 11:42:38 AM ID: 2c664348-0ef1-42bb-97b6-7b0938b1e411		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Dana L. Kaiser Dana.Kaiser@modot.mo.gov Security Level: Email, Account Authentication (Optional) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
Tara Herx tara.herx@modot.mo.gov Security Level: Email, Account Authentication (Optional) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
Jennifer Jorgensen jennifer.jorgensen@modot.mo.gov Security Level: Email, Account Authentication (Optional) **Electronic Record and Signature Disclosure:** Accepted: 6/7/2023 9:45:35 AM ID: 43e1faf8-03d4-4d0e-95b0-9dcba940a033		
Lisa Gerling lisa.gerling@modot.mo.gov Security Level: Email, Account Authentication (Optional) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
Joshua Yeager joshua.yeager@modot.mo.gov Security Level: Email, Account Authentication (Optional) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/25/2024 12:36:20 PM
Envelope Updated	Security Checked	3/25/2024 12:39:09 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

Missouri Highways and Transportation Commission
DocuSign, Inc. Express Electronic Signature Agreement

The Missouri Highways and Transportation Commission (hereinafter, Commission), acting by and through the Missouri Department of Transportation (MoDOT) is willing to provide to the Authorized Representative of the Contractor/Vendor/Consultant (Entity) who is duly authorized to act on behalf of said Entity (hereinafter you or I) and accept from you your electronically affixed authorized signature and seal, as required to validate a binding agreement between the Commission and the Entity, on all Commission/MoDOT documents, including but not limited to disclosures, agreements, contracts, notices, purchase orders, change orders, modifications, amendments, supplements, correspondence, and the like, (hereinafter, Commission Documents) that are processed, generated, and exchanged by and between the Commission and you, acting on behalf of the Entity, electronically through the utilization of the DocuSign, Inc. Express (DocuSign) eSignature Application. In consideration of mutual covenants, you agree as follows:

1) You are the person duly authorized and designated by the Entity to receive, access and agree to the terms of this agreement on behalf of the Entity by clicking the Agree button below.

2) You have the authority to specifically consent and agree that the Commission, in its discretion, provide all disclosures, agreements, contracts, notices, purchase orders, change orders, modifications, amendments, supplements, correspondence, and all other evidence of the transaction between the Commission and the Entity electronically (hereinafter all such documentation is referred to as electronic record(s)).

3) The email address, User ID and password authorized to access the electronic agreement via DocuSign are your own and are not shared with any other person.

4) All of the required notices and disclosures will be sent to the email address authorized through DocuSign.

5) You are duly authorized to receive electronically through DocuSign, access and act upon all electronic records, to provide all required information and electronically affix your signature and seal, as applicable, on behalf of the Entity named in such Commission Documents via DocuSign,.

6) The system through which you are accessing DocuSign and its eSignature Application meets the minimum requirements to access DocuSign, view, receive, retrieve, download, print, store, send and transmit all electronic records and any and all other communications sent to you from the Commission through the DocuSign web site.

7) All communications in electronic format from the Commission to you through DocuSign are considered in-writing. You have the ability to download and print any documents processed through DocuSign for 30 calendar days after such documents are first sent, as long as you are an authorized user of the DocuSign system. After such time, you may request copies by contacting the Commission through the Secretary to the Commission at mhtc@modot.mo.gov or by telephone at 573-751-2824. You shall print or download for your records a copy of any communication that is important to you to retain.

8) You have implemented appropriate security measures to ensure that only you have access through DocuSign to receive, access and electronically affix signatures to electronic records, as applicable, Commission/MoDOT sends to you through DocuSign. It is your sole responsibility to ensure your adequate protection, confidentiality and secrecy of the DocuSign Authentication Code, and any other user ID and/or Password combinations that may be required for you to access the DocuSign eSignature services and any disclosure thereof to any other person or

communication thereof through unsecure medium, such as traditional electronic mail, shall be entirely at your risk. You shall be liable for any unauthorized usage of your ID/Password combination and the DocuSign Authentication Code.

9) You agree and authorize the Commission to respond to and act upon any and all transactions initiated and transmitted by you electronically through DocuSign. Any transaction initiated and transmitted by you to the Commission through DocuSign and its eSignature application shall be deemed to have been authorized by you, and the Commission is entitled to assume that the said transactions are so authorized by you and the Commission shall be protected upon acting thereon.

10) You shall be fully liable to the Commission for every transaction entered into using a valid DocuSign Authentication Code sent to you through certified mail, telephone call or Short Message Service (SMS) text, with or without your knowledge. In no event will the Commission be liable to you for any special, direct, indirect, consequential or incidental loss or damages even if you have advised the Commission/MoDOT of such possibility. The Commission shall not be liable for any misuse, if any, of any data placed on the internet by third parties hacking or accessing the application and hosting server without authorization.

11) The Entity shall take responsibility for all the transactions with the Commission conducted electronically through DocuSign and will abide by the record of the transactions generated by DocuSign or by the Commission/MoDOT through DocuSign. Further such record of transactions shall be conclusive proof and binding for all purposes and may be used as conclusive evidence in any proceedings. All records of the Commission and DocuSign, whether in electronic form, magnetic medium, documents or any other form, with respect to electronic transactions sent or received through use of DocuSign shall be conclusive evidence of such transactions and shall be binding on the Entity.

12) The Commission/MoDOT shall not be liable for any loss or damage whatsoever caused, arising directly or indirectly, in connection with the services and /or this Agreement, including without limitation any: (A) Loss of data; and (B) Interruption or stoppages to your access to DocuSign and its eSignature application and/or processing of electronic transactions due to any operational or technical difficulties/reason beyond our control for any other reason. The Commission, along with its members, employees, agents, executors, successors and assigns shall not be liable for any damages or claims or injuries arising out of or in connection with the use of DocuSign and its eSignature application or its non-use including non-availability or failure of performance, loss or corruption of data, loss of or damage to property (including profit and goodwill), work stoppage, computer failure or malfunctioning or interruption of business, error, omission, deletion, defect, delay in operation or transmission, communication line failure or for any failure to act upon electronic transaction for any cause.

13) You shall keep confidential all information, in whatever form, produced, prepared, observed or received by you to the extent that such information is confidential by law or otherwise required by the Commission.

14) This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Missouri. 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.

15) The terms of this agreement and any amendments thereafter shall remain in full force and effect for as long as DocuSign is active, or by thirty (30) days written notification by either party

of their intent to cancel this agreement.

By checking the I Agree button, I confirm that:

1. I am the person named in the documents to which I will electronically affix my signature; that I am authorized to sign such documents on behalf of the Entity named in the documents; that I will read and know the contents of such electronically signed documents including all exhibits attached thereto, and that the statements made therein are true, and that I will not omit any information needed to make such documents true; and that I will take appropriate security measures to insure that I have sole access to the documents sent to me by the Commission and MoDOT through the email address provided on DocuSign.
2. I and the Entity shall indemnify and save harmless the Commission, its members, employees, officers, successors, assigns, agents and representatives against any and all claims, losses, damages, costs, liabilities and expense actually incurred, suffered or paid by the Commission, its members, employees, officers, successors, assigns, agents and representatives, directly or indirectly, and also against all demands, actions, suits, proceedings made, filed, instituted against the Commission, its members, employees, officers, successors, agents and representatives in connection with, or arising out of, or relating to the Commission accepting and acting or not accepting and not acting for any reason whatsoever pursuant to, in accordance with or relying upon, data received, through DocuSign and its eSignature application you or any unauthorized use of your ID/Password combination, the DocuSign Authentication Code, or the DocuSign eSignature application.
3. I agree to the DocuSign, Inc. Express (DocuSign) Electronic Signature Agreement terms and conditions outlined above.