

---

Sponsored By: Mayor Hennessy

---

**AN ORDINANCE THAT APPROVES ENTERING INTO THE FOURTH SUPPLEMENTAL TO THE FIRST AMENDED AND RESTATED COST SHARE AGREEMENT BETWEEN THE CITY OF O'FALLON AND MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR USE OF MODOT COST SHARE PROGRAM FUNDS TO FUND THE I-70 OUTER ROAD PROJECT.**

**Whereas**, Missouri Highways and Transportation Commission has provided a Fourth Supplemental to the First Amended and Restated Cost Share Agreement, based on revised cost estimates and modifications to some federal funding, towards the Route K interchange project (a/k/a I-70 Outer Road Project); and

**Whereas**, the City of O'Fallon has committed to the improvements at I-70 between Woodlawn Ave. and TR Hughes Blvd.; and improvements at Route K and Veteran's Memorial Parkway for efficient traffic flow and orderly development; and

**Whereas**, Missouri Highways and Transportation Commission and the City of O'Fallon, Missouri have agreed to enter into a Fourth Supplemental to the First Amended and Restated Cost Share Agreement for use of MoDOT Cost Share funds for the I-70 Outer Road Project.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF O'FALLON, MISSOURI, AS FOLLOWS:**

**Section 1.**

The City of O'Fallon hereby approves and authorizes entering into a Fourth Supplemental to the First Amended and Restated Cost Share Agreement between the Missouri Highways and Transportation Commission and the City of O'Fallon, Missouri regarding improvements to the I-70 Outer Road Project, which agreement is attached hereto as Exhibit A and incorporated herein by reference. The City Administrator

is hereby authorized to execute said agreement on behalf of the City, together with such revisions as may be approved by the City Administrator and City Attorney.

**Section 2.**

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

First Reading: **May 27, 2021**

Second Reading: **June 10, 2021**

**PASSED BY THE CITY COUNCIL FOR THE CITY OF O'FALLON, MISSOURI, THIS 10 DAY OF JUNE, 2021.**



*Bill Hennessy*  
\_\_\_\_\_  
Presiding Officer

Attest:  
*Pamela L. Clement*  
\_\_\_\_\_  
Pamela L. Clement, City Clerk

**APPROVED BY THE MAYOR THIS 11 DAY OF JUNE, 2021.**

*Bill Hennessy*  
\_\_\_\_\_  
Bill Hennessy, Mayor

Attest:  
*Pamela L. Clement*  
\_\_\_\_\_  
Pamela L. Clement, City Clerk



Approved as to Form:  
*Stephanie Karr*  
\_\_\_\_\_  
Stephanie Karr, City Attorney

CCO Form: FS08  
Approved: 03/04 (BDG)  
Revised: 03/17 (MWH)  
Modified:

Route I-70, St. Charles County  
Project No. J6I2418  
City of O'Fallon

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
SUPPLEMENTAL # 4 TO THE FIRST AMENDED AND RESTATED  
COST SHARE AGREEMENT**

THIS SUPPLEMENTAL # 4 TO THE FIRST AMENDED AND RESTATED AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of O'Fallon (hereinafter, "City").

WITNESSETH:

WHEREAS, the City applied to the Commission's Cost Share Committee for participation in the Commission's *Cost Share Program*; and

WHEREAS, on August 5, 2011 and August 3, 2012 the Cost Share Committee approved the City's application to the *Commission's Cost Share Program*; and

WHEREAS, on December 28, 2012, the Commission and the City entered into a Cost Share Agreement (hereinafter, "Original Agreement") to provide for the terms of the City's contribution to the Commission's project for the improvements on I-70 and Routes K/M; and

WHEREAS, on February 17, 2015 the Cost Share Committee approved a revised scope of the original plan; and

WHEREAS, on February 22, 2016, the Commission and the City entered into a First Amended and Restated Cost Share Agreement (hereinafter, "First Amended and Restated Agreement") to amend and restate the Original Agreement in its entirety, providing for the supersession and termination of the Original Agreement by the First Amended and Restated Agreement upon execution of the First Amended and Restated Agreement; and

WHEREAS, on January 18, 2017, the Commission and the City entered into a Supplemental #1 to the First Amended and Restated Agreement (hereinafter, "Supplemental Agreement #1"); and

WHEREAS, on February 2, 2018, the Commission and the City entered into a Supplemental #2 to the First Amended and Restated Agreement (hereinafter, "Supplemental Agreement #2"); and

WHEREAS, on March 28, 2018, the Commission and the City entered into a Supplemental #3 to the First Amended and Restated Agreement (hereinafter,

"Supplemental Agreement #3); and

WHEREAS, the Commission and the City now desire to revise the terms and conditions of the Supplemental #1, Supplemental #2 and Supplemental #3 as provided for in this Supplemental # 4 to the First Amended and Restated Agreement (hereinafter, "Supplemental Agreement #4").

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Supplemental #4 , the parties agree as follows:

(1) REVISION: Subparagraph (l) is hereby added under Paragraph (10) FINANCIAL RESPONSIBILITIES of the Original Agreement and shall state as follows:

(l) The Commission is responsible for one hundred percent (100%) of the miscellaneous bridge joint cleanout and sealing estimated at six thousand five hundred seven dollars and sixty-four cents (\$6,507.64). This is not Cost Share eligible and will be funded with St. Louis District funds. This is in addition to the total costs of the project in paragraph (10), Subparagraph (A).

(2) REVISION TO EXHIBIT A: Exhibit A to the Supplemental Agreement #3 is hereby deleted in its entirety and replaced with Exhibit A that is attached hereto and incorporated herein to this Supplemental Agreement #4 .

(3) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Supplemental Agreement #4, the First Amended and Restated Agreement and all previous Supplemental Agreements between the parties shall remain in full force and effect and shall extend and apply to this Supplemental Agreement #4 as if fully written in this Supplemental Agreement #4. The unaltered provisions of the First Amended and Restated Agreement shall extend to and apply to this Supplemental Agreement #4.

*Remainder of Page Intentionally Left Blank; Signatures and Execution Appear on  
Following Page*

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

Executed by the City on June 10, 2021 (DATE).

Executed by the Commission on \_\_\_\_\_ (DATE).

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

CITY OF O'FALLON, MISSOURI

\_\_\_\_\_

By MSC 6-15-21

Title: \_\_\_\_\_

Title: City Administrator

ATTEST:

ATTEST:

\_\_\_\_\_  
Secretary to the Commission

By Parrella L. Clement  
Title: City Clerk

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Commission Counsel

[Signature]  
Title: City Attorney

Ordinance No.: 6790



## EXHIBIT A

### (Supplemental #4 to the First Amended and Restated Cost Share Agreement)

**Project Name:** Corridor Improvements at Interstate 70 from Woodlawn to TR Hughes Blvd & Route K Improvements

**MoDOT Job Number:** J6I2418

**Description:** Improvements at Interstate 70 from Woodlawn to TR Hughes Blvd & Route K Improvements in O'Fallon, MO

**Definition of "Total Project" for Cost Sharing Includes:**

Preliminary Engineering	Right-of-Way Incidentals	Utilities	
Right-of-Way acquisition	Construction	Construction Contingencies	Construction Engineering

**Project Estimate**

	Current Estimate – Cost Share Eligible	Current Estimate - Cost Share Ineligible	Total Project Cost
Preliminary Engineering	\$1,323,000.00		\$1,323,000.00
Right-of-way	\$1,483,200.00		\$1,483,200.00
Right-of-way Incidentals	\$100,000.00		\$100,000.00
Utilities	\$220,000.00		\$400,000.00
Construction	\$12,601,250.00	\$ 770,000.00 **	\$13,371,250.00
Construction Contingencies	\$215,400.00		\$215,400.00
Construction Engineering	\$769,200.00		\$769,200.00
Change order – deck sealing	0.00	\$6,507.64	\$6,507.64
Inflation	\$341,600.00		\$341,600.00
<b>Total</b>	<b>\$17,053,650.00</b>	<b>\$776,507.64</b>	<b>\$17,830,157.64</b>

\*\* Includes construction costs for Aesthetic Enhancements, Pool King Drive, and Water Main. Design and construction inspection costs are the responsibility of the City. Design will be performed by the City and/or their consultant. Construction inspection will be performed by MoDOT.

**Project Responsibilities**

Design	City of O'Fallon	
ROW Acquisition	MoDOT	
Letting	MoDOT	
Construction Engineering	MoDOT	

**Financial Responsibilities**

City of O'Fallon	\$8,522,059.00	These three costs total \$12,601,891, which is 73.9% of Total -Cost Share Eligible.	
City of O'Fallon CMAQ Funds	\$3,462,200.00		
City of O'Fallon TAP Funds	\$617,632.00		
City of O'Fallon Aesthetic Enhancements	\$330,000.00	These three costs total \$770,000.	
City of O'Fallon Pool King Dr.	\$ 115,000.00		
City of O'Fallon Water Main	\$325,000.00		
MoDOT-Cost Share Funds	\$ 3,878,533.00	This cost is 22.7% of Total-Cost Share Eligible.	
St. Louis District Funds	\$ 573,226.00	This cost is 3.4% of Total-Cost Share Eligible.	
St. Louis District Funds	\$6,507.64	Cost Share Ineligible	
<b>Total</b>	<b>\$17,830,157.64</b>		

**How are overruns and underruns handled?** The City shall pay for any and all cost overrun expenses and cost underruns will be reimbursed based on each entities' pro-rata share of the investment except for the change order for sealing deck.

CCO Form: FS08  
Approved: 03/04 (BDG)  
Revised: 03/17 (MWH)  
Modified:

Route I-70, St. Charles County  
Project No. J612418  
City of O'Fallon

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
SUPPLEMENTAL # 4 TO THE FIRST AMENDED AND RESTATED  
COST SHARE AGREEMENT**

THIS SUPPLEMENTAL # 4 TO THE FIRST AMENDED AND RESTATED AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of O'Fallon (hereinafter, "City").

WITNESSETH:

WHEREAS, the City applied to the Commission's Cost Share Committee for participation in the Commission's *Cost Share Program*; and

WHEREAS, on August 5, 2011 and August 3, 2012 the Cost Share Committee approved the City's application to the *Commission's Cost Share Program*; and

WHEREAS, on December 28, 2012, the Commission and the City entered into a Cost Share Agreement (hereinafter, "Original Agreement") to provide for the terms of the City's contribution to the Commission's project for the improvements on I-70 and Routes K/M; and

WHEREAS, on February 17, 2015 the Cost Share Committee approved a revised scope of the original plan; and

WHEREAS, on February 22, 2016, the Commission and the City entered into a First Amended and Restated Cost Share Agreement (hereinafter, "First Amended and Restated Agreement") to amend and restate the Original Agreement in its entirety, providing for the supersession and termination of the Original Agreement by the First Amended and Restated Agreement upon execution of the First Amended and Restated Agreement; and

WHEREAS, on January 18, 2017, the Commission and the City entered into a Supplemental #1 to the First Amended and Restated Agreement (hereinafter, "Supplemental Agreement #1"); and

WHEREAS, on February 2, 2018, the Commission and the City entered into a Supplemental #2 to the First Amended and Restated Agreement (hereinafter, "Supplemental Agreement #2"); and

WHEREAS, on March 28, 2018, the Commission and the City entered into a Supplemental #3 to the First Amended and Restated Agreement (hereinafter,



“Supplemental Agreement #3); and

WHEREAS, the Commission and the City now desire to revise the terms and conditions of the Supplemental #1, Supplemental #2 and Supplemental #3 as provided for in this Supplemental # 4 to the First Amended and Restated Agreement (hereinafter, “Supplemental Agreement #4”).

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Supplemental #4 , the parties agree as follows:

(1) REVISION: Subparagraph (I) is hereby added under Paragraph (10) FINANCIAL RESPONSIBILITIES of the Original Agreement and shall state as follows:

(I) The Commission is responsible for one hundred percent (100%) of the miscellaneous bridge joint cleanout and sealing estimated at six thousand five hundred seven dollars and sixty-four cents (\$6,507.64). This is not Cost Share eligible and will be funded with St. Louis District funds. This is in addition to the total costs of the project in paragraph (10), Subparagraph (A).

(2) REVISION TO EXHIBIT A: Exhibit A to the Supplemental Agreement #3 is hereby deleted in its entirety and replaced with Exhibit A that is attached hereto and incorporated herein to this Supplemental Agreement #4 .

(3) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Supplemental Agreement #4, the First Amended and Restated Agreement and all previous Supplemental Agreements between the parties shall remain in full force and effect and shall extend and apply to this Supplemental Agreement #4 as if fully written in this Supplemental Agreement #4. The unaltered provisions of the First Amended and Restated Agreement shall extend to and apply to this Supplemental Agreement #4.

*Remainder of Page Intentionally Left Blank; Signatures and Execution Appear on Following Page*

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

Executed by the City on 2021-06-23 | 8:48 AM CDT (DATE).

Executed by the Commission on 2021-06-24 | 12:58 PM CDT (DATE).

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

CITY OF O'FALLON, MISSOURI

DocuSigned by:  
Eric E. Schroeter  
5F8CGFE0020E400...  
Title: Assistant Chief Engineer

DocuSigned by:  
Mike Snowden  
9B364B080316451...  
By \_\_\_\_\_  
Title: City Administrator

ATTEST:

ATTEST:

DocuSigned by:  
Pamela Hoban  
A4666CD7996249B...  
Secretary to the Commission

DocuSigned by:  
Pam Clement  
CF079DD8BC42484...  
By \_\_\_\_\_  
Title: City Clerk

Approved as to Form:

Approved as to Form:

DocuSigned by:  
Megan L. Waters-Hamlin  
BA34EE9EF9E5407...  
Commission Counsel

DocuSigned by:  
Kevin O'Keefe  
E43E68AD5CF94B5...  
Title: City Attorney

Ordinance No.: \_\_\_\_\_

**EXHIBIT A****(Supplemental #4 to the First Amended and Restated Cost Share Agreement)**

**Project Name:** Corridor Improvements at Interstate 70 from Woodlawn to TR Hughes Blvd & Route K Improvements

**MoDOT Job Number:** J612418

**Description:** Improvements at Interstate 70 from Woodlawn to TR Hughes Blvd & Route K Improvements in O'Fallon, MO

**Definition of "Total Project" for Cost Sharing Includes:**

Preliminary Engineering	Right-of-Way Incidentals	Utilities	
Right-of-Way acquisition	Construction	Construction Contingencies	Construction Engineering

**Project Estimate**

	Current Estimate – Cost Share Eligible	Current Estimate - Cost Share Ineligible	Total Project Cost
Preliminary Engineering	\$1,323,000.00		\$1,323,000.00
Right-of-way	\$1,483,200.00		\$1,483,200.00
Right-of-way Incidentals	\$100,000.00		\$100,000.00
Utilities	\$220,000.00		\$400,000.00
Construction	\$12,601,250.00	\$ 770,000.00 **	\$13,371,250.00
Construction Contingencies	\$215,400.00		\$215,400.00
Construction Engineering	\$769,200.00		\$769,200.00
Change order – deck sealing	0.00	\$6,507.64	\$6,507.64
Inflation	\$341,600.00		\$341,600.00
Total	\$17,053,650.00	\$776,507.64	\$17,830,157.64

\*\* Includes construction costs for Aesthetic Enhancements, Pool King Drive, and Water Main. Design and construction inspection costs are the responsibility of the City. Design will be performed by the City and/or their consultant. Construction inspection will be performed by MoDOT.

**Project Responsibilities**

Design	City of O'Fallon	
ROW Acquisition	MoDOT	
Letting	MoDOT	
Construction Engineering	MoDOT	

**Financial Responsibilities**

City of O'Fallon	\$8,522,059.00	These three costs total \$12,601,891, which is 73.9% of Total -Cost Share Eligible.	
City of O'Fallon CMAQ Funds	\$3,462,200.00		
City of O'Fallon TAP Funds	\$617,632.00		
City of O'Fallon Aesthetic Enhancements	\$330,000.00	These three costs total \$770,000.	
City of O'Fallon Pool King Dr.	\$ 115,000.00		
City of O'Fallon Water Main	\$325,000.00		
MoDOT-Cost Share Funds	\$ 3,878,533.00	This cost is 22.7% of Total-Cost Share Eligible.	
St. Louis District Funds	\$ 573,226.00	This cost is 3.4% of Total-Cost Share Eligible.	
St. Louis District Funds	\$6,507.64	Cost Share Ineligible	
Total	\$17,830,157.64		

**How are overruns and underruns handled?** The City shall pay for any and all cost overrun expenses and cost underruns will be reimbursed based on each entities' pro-rata share of the investment except for the change order for sealing deck.

**Certificate Of Completion**

Envelope Id: C5C999D028B5412D8C0A554787AE4EE5  
 Subject: Please DocuSign: 2021-03-61989.pdf  
 Source Envelope:  
 Document Pages: 12  
 Certificate Pages: 6  
 AutoNav: Enabled  
 Enveloped Stamping: Enabled  
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed  
 Envelope Originator:  
 Carol S. Kliethermes  
 1860 Michael Faraday Drive  
 Suite 100  
 Reston, VA 20190  
 Carol.Kliethermes@modot.mo.gov  
 IP Address: 168.166.80.221

**Record Tracking**

Status: Original  
 6/15/2021 1:31:27 PM  
 Holder: Carol S. Kliethermes  
 Carol.Kliethermes@modot.mo.gov  
 Location: DocuSign

**Signer Events**

Mike Snowden  
 msnowden@ofallon.mo.us  
 City Administrator  
 Security Level: Email, Account Authentication (Optional), Access Code

**Signature**

DocuSigned by:  
  
 9B364B080316451...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 216.106.50.34

**Timestamp**

Sent: 6/15/2021 1:47:43 PM  
 Viewed: 6/15/2021 4:45:00 PM  
 Signed: 6/15/2021 4:50:44 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 6/15/2021 4:45:00 PM  
 ID: 6233c91f-05d0-42ee-b93c-460047f2499e

Pam Clement  
 pclement@ofallon.mo.us  
 City Clerk  
 Security Level: Email, Account Authentication (Optional), Access Code

DocuSigned by:  
  
 CF079D08BC42484...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 216.106.50.34

Sent: 6/15/2021 4:50:46 PM  
 Viewed: 6/16/2021 8:40:00 AM  
 Signed: 6/16/2021 11:10:30 AM

**Electronic Record and Signature Disclosure:**  
 Accepted: 6/16/2021 8:40:00 AM  
 ID: c26d50fc-418a-44a1-95ce-194773d3ffce

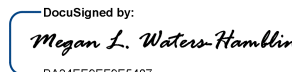
Kevin O'Keefe  
 kokeefe@chgolaw.com  
 City Attorney  
 Security Level: Email, Account Authentication (Optional), Access Code

DocuSigned by:  
  
 E43E68A05CF94B5...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 207.243.174.28

Sent: 6/16/2021 11:10:32 AM  
 Viewed: 6/23/2021 8:47:55 AM  
 Signed: 6/23/2021 8:48:37 AM

**Electronic Record and Signature Disclosure:**  
 Accepted: 6/23/2021 8:47:55 AM  
 ID: 9c393b90-ce02-458a-a29e-7fb6237d599f

Megan L. Waters-Hamblin  
 Megan.Waters-Hamblin@modot.mo.gov  
 Senior Administrative Counsel  
 Missouri Department of Transportation  
 Security Level: Email, Account Authentication (Optional)


DocuSigned by:  
  
 BA34EE9EF9E5407...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 168.166.80.221

Sent: 6/23/2021 8:48:38 AM  
 Viewed: 6/23/2021 11:51:51 AM  
 Signed: 6/23/2021 12:12:14 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Signer Events	Signature	Timestamp
---------------	-----------	-----------

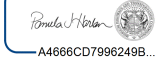
Eric E. Schroeter  
 Eric.Schroeter@modot.mo.gov  
 Assistant Chief Engineer  
 Missouri Department of Transportation  
 Security Level: Email, Account Authentication (Optional)

DocuSigned by:  
  
 5F8CCFE9B29E499...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 168.166.80.221  
 Signed using mobile

Sent: 6/23/2021 12:12:16 PM  
 Viewed: 6/24/2021 12:24:01 PM  
 Signed: 6/24/2021 12:24:08 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Pamela J Harlan  
 Pamela.Harlan@modot.mo.gov  
 Secretary to the Commission  
 Missouri Department of Transportation  
 Security Level: Email, Account Authentication (Optional)

DocuSigned by:  
  
 A4666CD7996249B...  
 Signature Adoption: Uploaded Signature Image  
 Using IP Address: 168.166.80.221

Sent: 6/24/2021 12:24:10 PM  
 Viewed: 6/24/2021 12:58:30 PM  
 Signed: 6/24/2021 12:58:35 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

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
--------------------	--------	-----------

Chis Clercx  
 cclercx@ofallon.mo.us  
 Project Manager  
 Security Level: Email, Account Authentication (Optional), Access Code

**COPIED**

Sent: 6/15/2021 1:47:43 PM  
 Viewed: 6/15/2021 2:29:34 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Dana Kaiser  
 Dana.Kaiser@modot.mo.gov  
 Senior Executive Assistant  
 Missouri Department of Transportation  
 Security Level: Email, Account Authentication (Optional)

**COPIED**

Sent: 6/23/2021 12:12:16 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Jennifer L. Jorgensen  
 Jennifer.Jorgensen@modot.mo.gov  
 Asst Secretary to the Commission  
 MoDOT  
 Security Level: Email, Account Authentication (Optional)

**COPIED**

Sent: 6/24/2021 12:24:10 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Witness Events	Signature	Timestamp
----------------	-----------	-----------

<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
----------------------	------------------	------------------

<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
--------------------------------	---------------	-------------------

Envelope Sent	Hashed/Encrypted	6/15/2021 1:47:43 PM
Certified Delivered	Security Checked	6/24/2021 12:58:30 PM
Signing Complete	Security Checked	6/24/2021 12:58:35 PM
Completed	Security Checked	6/24/2021 12:58:35 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
-----------------------	---------------	-------------------

<b>Electronic Record and Signature Disclosure</b>
---

**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](mailto: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.