

A SPECIAL ORDINANCE OF THE CITY OF NEVADA, MISSOURI, AUTHORIZING THE EXECUTION OF AMENDMENT NUMBER ONE (1) TO THE CONTRACT BETWEEN THE CITY OF NEVADA AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION PROVIDING FOR DESIGN OF THE RUNWAY LIGHTING PROJECT AT THE NEVADA MUNICIPAL AIRPORT.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEVADA, MISSOURI THAT:

Section 1. The City of Nevada, Missouri, has been approved by the Missouri Highways and Transportation Commission for financial assistance under the State Block Grant Program in the amount not to exceed \$75,000. This amendment increases the amount of the grant agreement by \$30,000, to a total of \$105,000.

Section 2. The City Manager is hereby authorized and directed to execute on behalf of the City of Nevada this amendment to the contract with the Missouri Highways and Transportation Commission providing for planning and design of the runway lighting project at the Nevada Municipal Airport.

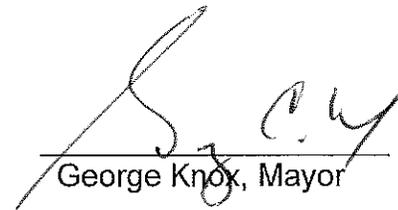
Section 3. That all ordinances or parts of ordinances therefore enacted which are in conflict herewith are hereby repealed.

Section 4. This ordinance shall be in full force and effect after its passage and approval.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Nevada, Missouri, this 24th day of August 2021.



Michele Bailey, City Clerk


George Knox, Mayor

CCO Form: MO18
Approved: 05/94 (MLH)
Revised: 03/17 (MWH)
Modified:

Sponsor: City of Nevada
Project No.: 21-082A-1

CFDA Number: CFDA #20.106
CFDA Title: Airport Improvement Program
Federal Agency: Federal Aviation Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
AMENDMENT TO STATE BLOCK GRANT AGREEMENT**

AMENDMENT #1

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

WITNESSETH:

WHEREAS, the parties entered into an Agreement executed by the Sponsor on June 28, 2021, and executed by the Commission on July 12, 2021, (hereinafter, "Original Agreement") under which the Commission granted the sum not to exceed Seventy-Five Thousand Dollars (\$75,000) to the Sponsor to assist with Rehabilitate Runway 2/20 Lighting, Taxilane Lighting, and Signage; Replace Windcone;

WHEREAS, the Commission previously approved funds for Rehabilitate Runway 2/20 Lighting, Taxilane Lighting, and Signage; Replace Windcone; and Conduct Runway 2/20 Obstruction Analysis;

WHEREAS, the level of funding originally approved is not sufficient to cover the costs associated with Rehabilitate Runway 2/20 Lighting, Taxilane Lighting, and Signage; Replace Windcone; and Conduct Runway 2/20 Obstruction Analysis.

WHEREAS, the Commission has sufficient funds to increase the grant amount for Rehabilitate Runway 2/20 Lighting, Taxilane Lighting, and Signage; Replace Windcone; and Conduct Runway 2/20 Obstruction Analysis.

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

(1) ADDITIONAL GRANT: The Commission grants to the Sponsor an additional sum not to exceed Thirty Thousand Dollars (\$30,000) for Rehabilitate Runway 2/20 Lighting, Taxilane Lighting, and Signage; Replace Windcone; and Conduct Runway 2/20 Obstruction Analysis subject to the following conditions:

(A) The amount of this grant stated above represents Thirty Thousand

Dollars (\$30,00) at one hundred percent (100%) of eligible project costs.

(B) The project will be carried out in accordance with the assurances (Exhibit 1) given by the Sponsor to the Commission as specified in the Original Agreement.

(C) This Amendment shall expire and the Commission shall not be obligated to pay any part of the costs of the project unless this grant amendment has been executed by the Sponsor on or before September 30, 2021, or such subsequent date as may be prescribed in writing by the Commission.

(D) All other terms and conditions of the Original Agreement entered into between the parties shall remain in full force and effect.

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

Executed by the Sponsor this ____ day of _____, 20__.

Executed by the Commission this ____ day of _____, 20__.

**MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION**

CITY OF NEVADA

By _____

Title _____

Title _____

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title _____

Ordinance No. _____
(if applicable)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as attorney for the Sponsor do hereby certify that in my opinion the Sponsor is empowered to enter into the foregoing grant Agreement under the laws of the State of Missouri. Further, I have examined the foregoing grant Agreement and the actions taken by said Sponsor and Sponsor's official representative have been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said state and the Airport and Airway Improvement Act of 1982, as amended. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said grant constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

CITY OF NEVADA

Name of Sponsor's Attorney (typed)

Signature of Sponsor's Attorney

Date _____

Airport: Nevada Municipal
MoDOT Project No.: 21-082A-1

Airport Name: Nevada Municipal
Project No.: 21-082A-1
County: Vernon

**AVIATION PROJECT CONSULTANT SUPPLEMENTAL AGREEMENT NO. 1
RUNWAY 2-20 AIRFIELD ELECTRICAL IMPROVEMENTS – OBSTRUCTION
ANALYSIS SERVICES**

THIS SUPPLEMENTAL AGREEMENT NO. 1 for Runway 2-20 Obstruction Analysis Services is entered into by the City of Nevada (hereinafter, "Sponsor") and H.W. Lochner, Inc. (hereinafter, "Consultant").

WITNESSETH:

WHEREAS, the Sponsor and the Consultant entered into an Agreement on May 6, 2021, to accomplish a project at the Nevada Municipal Airport, (hereinafter, "Original Agreement"); and

WHEREAS, the Sponsor and the Consultant now desire to enter into Supplemental Agreement No. 1 to otherwise complete, extend or continue the Original Agreement as provided herein.

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

(1) SCOPE OF SERVICES:

(A) The Services to be provided by the Consultant under Supplemental Agreement No. 1 are additional services which are beyond the scope of services provided in the Original Agreement. These additional professional services are for the survey and analysis of potential obstructions to the Runway 2-20 approach surface as described in Exhibit II - SA1, which is attached hereto and incorporated herein by reference.

(2) FEES AND PAYMENTS:

(A) The Consultant shall be reimbursed in accordance with Section (8)(State) or (9)(Federal) of the Original Agreement.

(B) The costs of Supplemental Agreement No. 1 shall be in addition to the cost of the Original Agreement.

(C) The lump sum fee included in Section (8)(State) or (9)(Federal) of the Original Agreement are hereby modified as follows:

	ORIGINAL AMOUNT	SUPPLEMENTAL AGREEMENT NO. 1	TOTAL
Lump Sum Fee	\$75,000.00	\$30,000.00	\$105,000.00

(D) Estimated costs for the services in Supplemental Agreement No. 1 are defined in Exhibit IV - SA1 and Exhibit V - SA1, which are attached hereto and incorporated herein by reference.

(3) PERIOD OF SERVICE: Exhibit VI, Performance Schedule, of the Original Agreement is hereby revised to include time for the performance of these additional services. The total time to be added to Exhibit VI for completion of these additional services shall be 45 calendar days for completion of the field survey, identification of any potential obstructions, and preparation of the narrative. The projected completion date is October 1, 2021, which includes time for performance of all remaining services in the Original Agreement and the services in Supplemental Agreement No. 1 and submittal of all deliverables.

(4) DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

(A) DBE Goal: The following DBE goal has been established for this Supplemental Agreement No. 1. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 0.00% of the total Supplemental Agreement No. 1 dollar value.

(B) DBE Participation Obtained by Consultant: The Consultant has obtained DBE participation, and agrees to use DBE firms to complete 0.00% of the total services to be performed under this Supplemental Agreement No. 1 by dollar value. The DBE firms which the Consultant shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS	TYPE OF DBE SERVICE	TOTAL \$ VALUE OF THE DBE SUBCONTRACT	CONTRACT \$ AMOUNT TO APPLY TO TOTAL DBE GOAL	% OF SUBCONTRACT \$ VALUE APPLICABLE TO TOTAL GOAL
TREKK Design Group, LLC 2313 C. Industrial Dr. Columbia, MO 65202	Topo. Survey	\$22,247.07	\$22,247.07	74.16%

(5) SUBCONSULTANTS:

(A) The Consultant agrees that except for those firms and for those services listed below, there shall be no transfer of engineering services performed under this Supplemental Agreement No. 1 without the written consent of the Sponsor. Subletting, assignment, or transfer of the services or any part thereof to any other corporation, partnership, or individual is expressly prohibited. Any violation of this clause will be deemed cause for termination of this Supplemental Agreement No. 1.

Airport: Nevada Municipal
MoDOT Project No.: 21-082A-1

Exceptions (Subconsultant Information):

FIRM NAME	COMPLETE ADDRESS	NATURE OF SERVICES
N/A		

(6) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Supplemental Agreement No. 1, the Original Agreement between the parties shall remain in full force and effect and the terms of the Original Agreement shall extend and apply to this Supplemental Agreement No. 1.

IN WITNESS WHEREOF, the parties have entered into this Supplemental Agreement No. 1 on the date last written below.

Executed by the Consultant this 20th day of July, 20 21.

Executed by the Sponsor this _____ day of _____, 20 _____.

CONSULTANT

H.W. LOCHNER, INC.

By Matthew J. Jacobs

Title Vice President, Aviation

SPONSOR

CITY OF NEVADA, MISSOURI

By _____

Title _____

ATTEST:

By Sadie Robb

Title Project Manager - Aviation

ATTEST:

By _____

Title _____

CCO Form: MO18
Approved: 05/94 (MLH) Sponsor: City of Nevada
Revised: 03/17 (MWH) Project No.: 21-082A-1
Modified:

CFDA Number: CFDA #20.106
CFDA Title: Airport Improvement Program
Federal Agency: Federal Aviation Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
AMENDMENT TO STATE BLOCK GRANT AGREEMENT**

AMENDMENT #1

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(A) The amount of this grant stated above represents Thirty Thousand

Dollars (\$30,00) at one hundred percent (100%) of eligible project costs.

(B) The project will be carried out in accordance with the assurances (Exhibit 1) given by the Sponsor to the Commission as specified in the Original Agreement.

(C) This Amendment shall expire and the Commission shall not be obligated to pay any part of the costs of the project unless this grant amendment has been executed by the Sponsor on or before September 30, 2021, or such subsequent date as may be prescribed in writing by the Commission.

(D) All other terms and conditions of the Original Agreement entered into between the parties shall remain in full force and effect.

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

Executed by the Sponsor this ___ day of 2021-08-25 | 11:33 AM CDT, 20__.

Executed by the Commission this ___ day of 2021-09-10 | 2:51 PM CDT, 20__.

**MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION**

DocuSigned by:
Eric E. Schroeter
6F8CCFE9B29E499...

Title Assistant Chief Engineer

DocuSigned by:
Brenda H. Hester
A4668CD7996249B...
Secretary to the Commission

Approved as to Form:

DocuSigned by:
Megan L. Waters-Hamblin
BA34EE9EF8E5407...
Commission Counsel

CITY OF NEVADA

DocuSigned by:
By Mark Mitchell
0AFC55A0B7E4470...

Title City Manager

DocuSigned by:
By Michele Bailey
C6DB221A608D42A...

Title City Clerk

Approved as to Form:

DocuSigned by:
William McLaffrey
EC714FB04387476...

Title Commission Counsel

Ordinance No. _____
(if applicable)



CERTIFICATE OF SPONSOR'S ATTORNEY

I, William McCaffree, acting as attorney for the Sponsor do hereby certify that in my opinion the Sponsor is empowered to enter into the foregoing grant Agreement under the laws of the State of Missouri. Further, I have examined the foregoing grant Agreement and the actions taken by said Sponsor and Sponsor's official representative have been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said state and the Airport and Airway Improvement Act of 1982, as amended. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said grant constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

CITY OF NEVADA

William McCaffree

Name of Sponsor's Attorney (typed)

DocuSigned by:

William McCaffree

Signature of Sponsor's Attorney

Date 2021-08-30 | 4:24 PM CDT

BILL NO. 2021-055

ORDINANCE NO. 8437

A SPECIAL ORDINANCE OF THE CITY OF NEVADA, MISSOURI, AUTHORIZING THE EXECUTION OF AMENDMENT NUMBER ONE (1) TO THE CONTRACT BETWEEN THE CITY OF NEVADA AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION PROVIDING FOR DESIGN OF THE RUNWAY LIGHTING PROJECT AT THE NEVADA MUNICIPAL AIRPORT.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEVADA, MISSOURI THAT:

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Section 2. The City Manager is hereby authorized and directed to execute on behalf of the City of Nevada this amendment to the contract with the Missouri Highways and Transportation Commission providing for planning and design of the runway lighting project at the Nevada Municipal Airport.

Section 3. That all ordinances or parts of ordinances therefore enacted which are in conflict herewith are hereby repealed.

Section 4. This ordinance shall be in full force and effect after its passage and approval.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Nevada, Missouri, this 24th day of August 2021.



Michele Bailey
Michele Bailey, City Clerk

George Knox
George Knox, Mayor

Certificate Of Completion

Envelope Id: D9F47AB2CF58450C88465B516A37E44E
Subject: Please DocuSign: 2021-07-64376.pdf
Source Envelope:
Document Pages: 4
Certificate Pages: 6
AutoNav: Enabled
Enveloped Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:
Amy M. Ludwig
1860 Michael Faraday Drive
Suite 100
Reston, VA 20190
Amy.Ludwig@modot.mo.gov
IP Address: 168.166.80.221

Record Tracking

Status: Original
8/25/2021 8:59:10 AM

Holder: Amy M. Ludwig
Amy.Ludwig@modot.mo.gov

Location: DocuSign

Signer Events

Mark Mitchell
mmitchell@nevadamo.gov
City Manager
Security Level: Email, Account Authentication
(Optional), Access Code

Signature

DocuSigned by:
Mark Mitchell
0AFCB5A687E4476...

Signature Adoption: Pre-selected Style
Using IP Address: 69.55.136.74

Timestamp

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Viewed: 8/25/2021 11:27:38 AM
Signed: 8/25/2021 11:27:55 AM

Electronic Record and Signature Disclosure:
Accepted: 8/25/2021 11:27:38 AM
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Michele Bailey
cityclerk@nevadamo.gov
City Clerk
Security Level: Email, Account Authentication
(Optional), Access Code

DocuSigned by:
Michele Bailey
C60B221A008D42A...

Signature Adoption: Pre-selected Style
Using IP Address: 69.55.136.74

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Signed: 8/25/2021 11:33:56 AM

Electronic Record and Signature Disclosure:
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ID: c44cecb4-69e1-47b9-9e6d-635f7579f1c7

William McCaffree
wmccaffree@gmail.com
Commission Counsel
McCaffree Law Firm
Security Level: Email, Account Authentication
(Optional), Access Code

DocuSigned by:
William McCaffree
EC714FB04367476...

Signature Adoption: Pre-selected Style
Using IP Address: 23.126.72.90

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Resent: 8/30/2021 3:16:00 PM
Viewed: 8/25/2021 1:16:30 PM
Signed: 8/30/2021 4:24:20 PM

Electronic Record and Signature Disclosure:
Accepted: 8/25/2021 1:16:30 PM
ID: 6c74cb1a-196d-4f96-b836-0671ef5f2c4c

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:
Megan L. Waters-Hamblin
BA34EE8EF9E9407...

Signature Adoption: Pre-selected Style
Using IP Address: 168.166.80.221

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Viewed: 9/10/2021 11:43:22 AM
Signed: 9/10/2021 11:48:17 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signer Events

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

Signature

DocuSigned by:
Eric E. Schroeter
5F8CCFE8829E49B...

Signature Adoption: Pre-selected Style
Using IP Address: 168.166.80.221

Timestamp

Sent: 9/10/2021 11:48:19 AM
Viewed: 9/10/2021 2:30:19 PM
Signed: 9/10/2021 2:30:25 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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

DocuSigned by:
Pamela Harlan
A4688CD7996249B...

Signature Adoption: Uploaded Signature Image
Using IP Address: 168.166.80.221

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Viewed: 9/10/2021 2:51:46 PM
Signed: 9/10/2021 2:51:52 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

Dana L. Kaiser
Dana.Kaiser@modot.mo.gov
Senior Executive Assistant
Missouri Department of Transportation
Security Level: Email, Account Authentication (Optional)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

COPIED

Sent: 9/10/2021 2:30:27 PM

Jennifer Jorgensen
jennifer.jorgensen@modot.mo.gov
Asst Secretary to the Commission
MoDOT
Security Level: Email, Account Authentication (Optional)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

COPIED

Sent: 9/10/2021 2:51:54 PM

Randy Marti
rmarti@nevadamo.gov
Security Level: Email, Account Authentication (Optional)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

COPIED

Sent: 9/10/2021 2:51:55 PM
Viewed: 9/10/2021 3:07:12 PM

Carbon Copy Events

Amy M. Ludwig
 amy.ludwig@modot.mo.gov
 Administrator of Aviation
 Missouri Department of Transportation
 Security Level: Email, Account Authentication
 (Optional)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Status
COPIED
Timestamp

Sent: 9/10/2021 2:51:56 PM
 Resent: 9/10/2021 2:52:01 PM

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent	Hashed/Encrypted	8/25/2021 9:49:49 AM
Certified Delivered	Security Checked	9/10/2021 2:51:46 PM
Signing Complete	Security Checked	9/10/2021 2:51:52 PM
Completed	Security Checked	9/10/2021 2:51:56 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.