

CCO Form: GS09
Approved: 07/05 (BDG)
Revised: 05/14 (AR)
Modified:

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
TRUSTEE, PAYING AGENT, REGISTRAR, ESCROW AGENT, CALCULATION AGENT
AND DISSEMINATION AGENT SERVICES
CONTRACT SERVICES AGREEMENT**

THIS AGREEMENT is entered into by BOKF, NA (hereinafter, "Contractor") and the Missouri Highways and Transportation Commission (hereinafter, "Commission").

WITNESSETH:

WHEREAS, the Commission has selected the Contractor to perform professional services in the nature of Trustee, Paying Agent, Registrar, Escrow Agent, Calculation Agent and Dissemination Agent Services; and

WHEREAS, the Contractor represents that it is qualified in its field of expertise to competently provide such services.

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 covered by this Agreement shall include furnishing all personnel and the equipment, material and all other things necessary for Trustee, Paying Agent, Registrar, Escrow Agent, Calculation Agent and Dissemination Agent Services.

(B) The specific services to be provided by the Contractor are set forth in Exhibit I to this Agreement, titled "Scope of Services," which is attached hereto and made a part of this Agreement, also referenced in RFP 6-150923KH.

(C) Components of Agreement: The Agreement between MHTC and the Contractor shall consist of: the RFP 6-150923KH and any written amendments thereto, the proposal submitted by the Contractor in the response to the RFP 6-150923KH and this Agreement.

(2) ADDITIONAL SERVICES: The Commission reserves the right to direct additional services not described in Exhibit I as changed or unforeseen conditions may require. Such direction by the Commission shall not be a breach of this Agreement. In this event, a supplemental agreement will be negotiated and executed prior to the

Contractor performing the additional or changed services, or incurring any additional cost therefore.

(3) NONSOLICITATION: The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Contractor, 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.

(4) FEES: The amount to be paid to the Contractor by the Commission as full remuneration for the performance of all services called for in this Agreement which is shown in Exhibit II "Fixed Pricing Table", attached hereto and made a part of this Agreement.

(5) NONDISCRIMINATION CLAUSE: The Contractor shall comply with all state and federal statutes applicable to the Contractor 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 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).

(6) EXECUTIVE ORDER: The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

(A) By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law.

(B) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the Contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.

(7) INCORPORATION OF PROVISIONS: The Contractor shall include the provisions of paragraph 6 of this Agreement in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

(8) DISPUTES UNDER THIS AGREEMENT: The Commission's representative will decide all questions which may arise as to the quality, quantity, and acceptability of services performed by the Contractor and as to the rate of progress of the services; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the Agreement on the part of the Contractor; the proper compensation for performance or breach of the Agreement; and all claims of any character whatsoever in connection with or growing out of the services of the Contractor, whether claims under this Agreement or otherwise. The Commission representative's decisions shall be conclusive, binding and incontestable.

(9) SUCCESSORS AND ASSIGNS: The Commission and the Contractor agree that this Agreement and all agreements entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.

(10) INDEMNIFICATION: The Contractor shall defend, indemnify and hold harmless the Commission, including its members and 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 Contractor's performance of its obligations under this Agreement.

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

(12) AUDIT OF RECORDS: The Contractor must maintain all records relating to this Agreement, including but not limited to 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.

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

(14) CONFIDENTIALITY: The Contractor shall not disclose to third parties confidential factual matter provided by the Commission except as may be required by statute, ordinance, or order of court, or as authorized by the Commission. The Contractor shall notify the Commission immediately of any request for such information.

(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 Contractor.

(16) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment approved and signed by representatives of the Contractor and Commission, respectively, each of whom being duly authorized to execute the contract amendment on behalf of the Contractor and Commission, respectively.

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

(18) BANKRUPTCY: Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel this Agreement or affirm this Agreement and hold the Contractor responsible for damages.

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

(20) COMMISSION REPRESENTATIVE: The Commission's Financial Services Director 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.

(21) 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.

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

(23) CONTRACT PERIOD: The initial contract period is from the date of the fully executed Resulting Agreement through the final maturity of all of MHTC's outstanding bonds or until such point at the MHTC's option, it decides to re-bid and award the services to another entity.

[Remainder of Page Intentionally Left Blank.]

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

Executed by the Contractor the 31st day of December, 2015.

Executed by the Commission the 16 day of February, 2016.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

By *Patrick Conway*

Title: Assistant Chief Engineer

BOKF, NA

By *Meresa Nelson*

Title: Vice President

ATTEST:

Pamela

Secretary to the Commission

ATTEST:

Wendee Bess

Title: Vice President

APPROVED AS TO FORM:

[Signature]

Commission Counsel

APPROVED AS TO FORM:

[Signature]

Title: SVP



Exhibit I

(C) **Contract Period:** The Contract Period for the performance of the services described in this RFP is from the date of the fully executed Resulting Agreement through the final maturity of all of MHTC's outstanding bonds or until such point at the MHTC's option, it decides to re-bid and award the services to another entity. The successful Offeror shall perform any and all the services listed herein as often as requested by MHTC for the entire duration of the Contract Period as defined herein at the fees submitted and not to exceed the fees submitted by the successful Offeror in response to **SECTION 6: FIXED PRICING TABLE** of this RFP.

(D) **Schedule of Events:** Below is the schedule that will be followed. Unless otherwise specified, the time of day will be 7:30 a.m. to 4:00 p.m. Central Time. MHTC reserves the right at its sole discretion to expand this schedule, as deemed necessary, without any notification except for the deadline date for submitting a proposal.

DATE	EVENT
August 31, 2015	Issue RFP.
September 9, 2015	Deadline for Offerors to submit written questions and requests for clarification to the RFP.
September 15, 2015	Issuance of Amendment with resolution of any questions submitted. http://www.modot.org/business/contractor_resources/g_s_bidding/CO/COcommodities.htm
September 23, 2015 by 3:00 p.m.	Deadline for submission of proposals.

**SECTION 2:
SCOPE OF WORK AND SPECIFIC SERVICES**

(A) **Scope of Work:** The MHTC seeks to engage a qualified bank or trust company to serve as Trustee, Paying Agent, Registrar, Escrow Agent, Calculation Agent and Dissemination Agent as required under the MHTC's Indentures. The Indentures establish the technical duties and requirements for the Trustee, Paying Agent, Registrar, Escrow Agent, Calculation Agent and Dissemination Agent. Copies of the Indentures are attached in **Attachments 3 - 14** for reference and for additional information necessary to complete a proposal. The successful Offeror agrees to provide these services to MHTC.

(B) **Specific Services:** The Offerors agree to perform specific services within the above stated scope of work. The MHTC has determined that it is in its best interest and that of its bondholders to select one firm to serve as Trustee, Paying Agent, Registrar, Escrow Agent, Calculation Agent and Dissemination Agent for its bonds. Any firm selected to serve as Trustee, Paying Agent, Registrar, Escrow Agent, Calculation Agent and Dissemination Agent must continue to meet the requirements specified in this RFP throughout the term of the Resulting Agreement. The MHTC expects the Trustee, Paying Agent, Registrar, Escrow Agent, Calculation Agent and Dissemination Agent will review relevant documents in connection with the outstanding bonds; provide timely, required information to the MHTC prior to each debt service payment date of the bonds; maintain the funds and accounts as required by the

Indentures; and, as necessary, provide required information to comply with current securities rules on secondary market disclosure. The MHTC expects to enter into a contract with the successful Offeror specifying fees and administrative requirements. Additional duties and requirements may be imposed by the MHTC on the Trustee, Paying Agent, Registrar, Escrow Agent, Calculation Agent and Dissemination Agent through any subsequent execution of any supplemental indentures.

SECTION 3: REQUIRED ELEMENTS OF PROPOSAL AND SUBMISSION

(A) Required Elements of Proposal: Each Offeror shall provide a cover letter signed by an authorized firm representative stating he/she has read and understands all of the terms and conditions of doing business with MHTC in response to this request for proposal. Each Offeror's proposal must be divided into sections corresponding to the list of elements in this RFP.

1. Eligibility Requirements: The following are essential requirements to serve as Trustee, Paying Agent, Registrar, Escrow Agent, Calculation Agent and Dissemination Agent. Provide documentation affirming the bank / trust corporation meets the following requirements.

A. The bank or trust company is authorized to do business under the laws of the State of Missouri or is a national banking association.

B. The bank or trust company is authorized by law to perform all duties imposed by the Master Bond Indentures and Supplemental Bond Trust Indentures.

C. The bank or trust company must have capital and surplus aggregating at least Three Hundred Million Dollars (\$300,000,000).

D. The bank or trust company will assign a trust officer with authority to make and implement decisions and process banking activities on the MHTC's account.

2. Organizational Experience: The proposal must clearly identify the Offeror's experience in offering the services requested in this RFP. Special interest will be given to experience with Missouri and other tax exempt organizations and well as other state level transportation departments. Please address the following items:

A. State the corporate name and business address. List all locations providing the requested services, including which office will perform each specific service.

B. Submit the firm's most current Annual Report and audited Financial Statements.

C. Describe the "business model" used by the organization in handling trust accounts. Include details about the location of back office operations and describe how and where responsibilities and authority for day-to-day transactions are handled. Provide specific information on how the MHTC's account will be serviced.

D. Describe briefly your firm's additional qualifications and experiences which clearly demonstrate its capability to serve as Trustee, Paying Agent,

Missouri Department of Transportation

Attachment 15

Trustee, Paying Agent, Registrar, Escrow Agent, Calculation Agent and Dissemination Agent Services RFP - Fixed Pricing Table

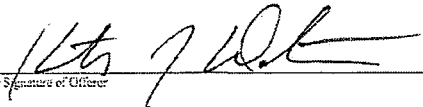
Bond Series	Administration Fees			Paying Agent Fees			Escrow Agent Fees			Calculation Agent Fees for BABs			Dissemination Agent Fees			Other Service Fees (detail below)			Total Annual Service Fees
	Annual Frequency	Unit Bid Price	Annual Service Fees	Annual Frequency	Unit Bid Price	Annual Service Fees	Annual Frequency	Unit Bid Price	Annual Service Fees	Annual Frequency	Unit Bid Price	Annual Service Fees	Annual Frequency	Unit Bid Price	Annual Service Fees	Annual Frequency	Unit Bid Price	Annual Service Fees	
Series 2006 A	0	\$0.00	\$0.00	1	\$575.00	\$575.00	n/a	n/a	\$0.00	n/a	n/a	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$575.00
Series 2006 B	0	\$0.00	\$0.00	1	\$575.00	\$575.00	n/a	n/a	\$0.00	n/a	n/a	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$575.00
Series 2006 Refunding	0	\$0.00	\$0.00	1	\$575.00	\$575.00	n/a	n/a	\$0.00	n/a	n/a	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$575.00
Series 2007	0	\$0.00	\$0.00	1	\$575.00	\$575.00	n/a	n/a	\$0.00	n/a	n/a	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$575.00
Series 2008 A	0	\$0.00	\$0.00	1	\$575.00	\$575.00	n/a	n/a	\$0.00	n/a	n/a	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$575.00
Series 2009 A	0	\$0.00	\$0.00	1	\$575.00	\$575.00	n/a	n/a	\$0.00	n/a	n/a	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$575.00
Series 2009 B (BAB)	0	\$0.00	\$0.00	1	\$600.00	\$600.00	n/a	n/a	\$0.00	1	\$500.00	\$500.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$1,100.00
Series 2009 C (BAB)	0	\$0.00	\$0.00	1	\$600.00	\$600.00	n/a	n/a	\$0.00	1	\$500.00	\$500.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$1,100.00
Series 2010 A	0	\$0.00	\$0.00	1	\$575.00	\$575.00	n/a	n/a	\$0.00	n/a	n/a	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$575.00
Series 2010 B (BAB)	0	\$0.00	\$0.00	1	\$600.00	\$600.00	n/a	n/a	\$0.00	1	\$500.00	\$500.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$1,100.00
Series 2010 C Refunding	0	\$0.00	\$0.00	1	\$575.00	\$575.00	n/a	n/a	\$0.00	n/a	n/a	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$575.00
Series 2014 A Refunding	0	\$0.00	\$0.00	1	\$600.00	\$600.00	1	\$500.00	\$500.00	n/a	n/a	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$1,100.00
Series 2014 B Refunding	0	\$0.00	\$0.00	1	\$600.00	\$600.00	1	\$500.00	\$500.00	n/a	n/a	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$1,100.00
Total On-Going Annual Service Fees																		\$10,100.00	
Total One-Time Transition Service Fees																		\$6,500.00	
One-Time Transition Service Fees																			
Acceptance Fees	1	\$6,500.00	\$6,500.00																
Other Service Fees (detail below)																			
ANNUAL FEES																			
Master Trustee Service (2000, 2005 & 2008)	3	\$2,000.00	\$6,000.00																
Dissemination Agent Fee (All Series)	1	\$750.00	\$750.00																
\$13,250.00																			
Future Issuances																			
Acceptance Fees (Supplemental) per Service	One-Time	\$500.00																	
Acceptance Fees (Master)	One-Time	\$1,500.00																	
Administration Fees (Master)	Annual	\$2,800.00																	
Paying Agent Fees	Annual	\$623.00																	
Calculation Agent Fees for BABs	Annual	\$300.00																	
Dissemination Agent Fees		\$0.00																	
Escrow Agent Fees	Annual	\$400.00																	
Investment Fees		\$0.00																	
Other Service Fees (please detail)		\$0.00																	
\$0.00																			
\$0.00																			
Detailed Description of Other Service Fees																			
Dissemination Agent Fee provides the service of dissemination and reminder notices. The Agent will not prepare the reports nor assist in the preparation of the reports.																			
Investment Services can be provided at additional fee. Investment in the Trustee's standard money market funds will not be charged any additional fees.																			

Exhibit II

Missouri Department of Transportation

Attachment 15

Trustee, Paying Agent, Registrar, Escrow Agent, Calculation Agent and Dissemination Agent Services RFP - Fixed Pricing Table


Authorized Signature of Officer

9.21.15
Date

Kenneth J. Dotson
Printed Name of Officer

BOKF, NA
Company Name