

Missouri Department of Transportation *Patrick K. McKenna, Director* 105 West Capitol Avenue P.O. Box 270 Jefferson City, Missouri 65102

1.888.ASK MODOT (275.6636)

July 13, 2022

Dear Consultant:

The Missouri Highways and Transportation Commission is requesting the services of a consulting engineering firm to perform the described professional services for the project included on the attached list.

If your firm would like to be considered for these consulting services, you may express your interest by responding to the appropriate office, which is indicated on the attachments. Limit your letter of interest to no more than <u>three</u> pages. This letter should include a statement to indicate your firm's understanding of the project. It should also include any other information which might help us in the selection process, including key personnel you would assign to the project and the backgrounds of those individuals, and any sub-consultants you would propose to use, and an indication of your firm's approach to promoting and developing a diverse workforce. MoDOT is committed to reflecting the diversity of the communities we serve and we expect our partners to do the same. We will utilize the consultant information already on file so we will not need a lengthy submittal of other general company information. In addition, please attach one page with detailed information on similar projects that your key personnel have worked on. Indicate the role your key personnel played in the projects and include reference contact information.

DBE firms must be certified by the Missouri Department of Transportation in order to be counted as participation towards an established DBE Goal. We encourage DBE firms to submit letters of interest as prime consultants for any projects they feel can be managed by their firm. We also encourage both DBE firms and non-DBE firms to consider joining MoDOT's Mentor/Protégé program whenever possible as part of a MoDOT project.

MoDOT will evaluate firms based on: Project Understanding & Innovation, Past Performance, Qualifications of Personnel Assigned, General Experience of Firm, Familiarity/Capability, Accessibility of Firm & Staff. Firm's not providing a response on approach to workforce diversity will be considered nonresponsive to this solicitation. Firm's that are not current on all of the required prequalification categories found in <u>MoDOT's Approved Consultant Prequalification List</u> at the date of the solicitation expiration will be considered non-responsive.

We request all letters be received by 3:00 pm, July 27, 2022 at the appropriate office.

Sincerely,

DocuSigned by: Tamis Kastur

Travis Koestner, P.E. State Design Engineer Attachment

Our mission is to provide a world-class transportation system that is safe, innovative, reliable and dedicated to a prosperous Missouri. www.modot.org

Bridge Division (Administration and Submittal of Letter of Interest)

Bryan Hartnagel, P.E., PhD State Bridge Engineer Missouri Department of Transportation 105 W. Capitol Ave. Jefferson City, MO 65102

Contact:

Michele Atkinson, P.E. Structural Liaison Engineer Bridge Division Phone: (573) 522-2371 Email: <u>Michele.Atkinson@modot.mo.gov</u>

Email responses are encouraged

St. Louis District (Roadway Inquiries)

Shirley Norris, P.E. Transportation Project Manager St. Louis District Phone: (314) 453-5032 Email: <u>Shirley.Norris@modot.mo.gov</u>

St. Louis District

| Franklin County, Route Y & Route K | | |
|--------------------------------------|--|--|
| Job No: | J6S2319 & SL0059 | |
| Location: | J6S2319 – Existing bridge X0489 is located on Route Y | |
| | over Cedar Fork Creek | |
| | | |
| | SL0059 – Existing structures A8533 & A8534 are | |
| | located on Route K over Brush Creek. Existing bridge | |
| | A3871 is located on Route K over Meramec River & | |
| Description of Learning and the | River Drive. | |
| Proposed Improvement: | J6S2319 - Replace existing bridge X0489 | |
| | SL0059 – Replace existing structures A8533 & A8534 | |
| | with box culverts and rehab existing bridge A3871 | |
| Length: | As needed | |
| Approximate Construction Cost: | J6S2319 - \$1,220,000 | |
| | | |
| | SL0059 - \$2,560,000 | |
| DBE Goal (if applicable) | 10% | |
| Letting Date (subject to change): | J6S2319 - November 2023 | |
| | | |
| | SL0059 – February 2025 | |
| Consultant Services Required: | J6S2319 - Preparation of the Bridge Survey Submittal, | |
| | Conceptual, Preliminary and Final Roadway Design, | |
| | Preliminary and Final Bridge Design, Right of Way | |
| | Plans (if R/W is needed) | |
| | SL0059 – Survey Services, Conceptual, Preliminary and | |
| | Final Roadway Design, Preliminary and Final Bridge | |
| | Design, Right of Way Plans (if R/W is needed) | |
| Other Comments: | Interviews or presentations will not be required. | |
| | | |
| | Tentative Date of Consultant Selection – Aug. 5, 2022 | |
| | Tentative Date of Contract Execution – Aug. 31, 2022 | |
| | KC2210 1000/ unsigned and unseeled builded and | |
| | J6S2319 - 100% unsigned and unsealed bridge and roadway plans are due to MoDOT by June 16, 2023. | |
| | Toadway plans are due to WobOT by Julie 10, 2025. | |
| | J6S2319 - Final electronic signed and sealed bridge and | |
| | roadway plans and JSP's must be submitted to MoDOT | |
| | by July 28, 2023. | |
| | | |
| | SL0059 – 100% unsigned and unsealed bridge and | |
| | roadway plans are due to MoDOT by September 13, | |
| | 2024. | |
| | | |

| SL0059 – Final electronic signed and sealed bridge and roadway plans and JSP's must be submitted to MoDOT by October 30, 2024. |
|--|
| MoDOT will perform utility coordination services for both projects. |
| MoDOT will provide survey data for J6S2319. Consultant will provide survey services for SL0059. |
| MoDOT will provide preliminary and final geotechnical reports for J6S2319. No geotechnical services anticipated for SL0059. |
| Consultant will submit milestone Requests for Environmental Services for both projects. |
| MoDOT may use a supplemental agreement with the consultant to provide construction inspection services. |
| Existing bridge plans and other project information is available for download at the following location: <u>https://www.modot.org/files-download</u> |

Rating Criteria w/Weighted Values

Project Understanding & Innovation Past Performance Qualifications of Personnel Assigned General Experience of Firm Familiarity/Capability Accessibility of Firm & Staff 25 Points Max 25 Points Max 20 Points Max 10 Points Max 10 Points Max 10 Points Max 100 Points Max Total

DocuSign

Certificate Of Completion

Envelope Id: 65B08808CC764382A0F36C37DB38735B Subject: Please DocuSign: J6S2319_SL0059_PSC_Letter_Requesting_Solicitation.pdf Source Envelope: Document Pages: 9 Signatures: 4 Certificate Pages: 5 Initials: 0 AutoNav: Enabled EnvelopeId Stamping: Enabled Time Zone: (UTC-06:00) Central Time (US & Canada)

Record Tracking

Status: Original 7/6/2022 3:50:15 PM

Signer Events

Brian Reagan Brian.reagan@modot.mo.gov Security Level: Email, Account Authentication (Optional)

Electronic Record and Signature Disclosure: Accepted: 7/8/2022 1:08:07 PM ID: c9ed697d-2c18-44ae-b616-b8820f51e756

BRYAN A. HARTNAGEL

BRYAN.HARTNAGEL@modot.mo.gov

State Bridge Engineer MoDOT

Security Level: Email, Account Authentication (Optional)

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Travis D. Koestner Travis.Koestner@modot.mo.gov State Design Engineer Missouri Department of Transportation Security Level: Email, Account Authentication (Optional)

Electronic Record and Signature Disclosure: Not Offered via DocuSign Holder: Keith Jennings keith.jennings@modot.mo.gov

Signature DocuSigned by: Brian Kragan

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



Signature Adoption: Uploaded Signature Image Using IP Address: 168.166.80.221

Sent: 7/6/2022 3:52:24 PM Viewed: 7/7/2022 8:45:07 AM Signed: 7/7/2022 9:09:17 AM

Status: Completed

Envelope Originator:

Reston, VA 20190

Location: DocuSign

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Timestamp

1860 Michael Faraday Drive

keith.jennings@modot.mo.gov IP Address: 23.84.151.8

Keith Jennings

Suite 100



Signature Adoption: Uploaded Signature Image Using IP Address: 168.166.80.221

Sent: 7/6/2022 3:52:25 PM Viewed: 7/7/2022 7:01:52 AM Signed: 7/7/2022 7:02:12 AM

| 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 |

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| Brian Reagan | | Sent: 7/6/2022 3:52:24 PM | | |
| Brian.reagan@modot.mo.gov | COPIED | Viewed: 7/8/2022 8:42:55 AM | | |
| Security Level: Email, Account Authentication (Optional) | | | | |
| Electronic Record and Signature Disclosure: Accepted: 7/8/2022 1:08:07 PM ID: c9ed697d-2c18-44ae-b616-b8820f51e756 | | | | |
| Jane Kempker | COPIED | Sent: 7/6/2022 3:52:25 PM | | |
| jane.kempker@modot.mo.gov | COPILD | | | |
| Missouri Department of Transportation | | | | |
| Security Level: Email, Account Authentication (Optional) | | | | |
| Electronic Record and Signature Disclosure: Not Offered via DocuSign | | | | |
| Patricia Barnes | CODIED | Sent: 7/6/2022 3:52:25 PM | | |
| patricia.barnes@modot.mo.gov | COPIED | | | |
| Security Level: Email, Account Authentication (Optional) | | | | |
| Electronic Record and Signature Disclosure: Not Offered via DocuSign | | | | |
| Keith Jennings | CODIED | Sent: 7/8/2022 1:09:50 PM | | |
| keith.jennings@modot.mo.gov | COPIED | | | |
| Security Level: Email, Account Authentication (Optional) | | | | |
| Electronic Record and Signature Disclosure: Not Offered via DocuSign | | | | |
| Rodney A. Braman | CODIED | Sent: 7/8/2022 1:09:50 PM | | |
| Rodney.Braman@modot.mo.gov | COPIED | | | |
| Senior Design Tech | | | | |
| Missouri Department of Transportation | | | | |
| 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 | 7/6/2022 3:52:26 PM | | |
| Certified Delivered | Security Checked | 7/7/2022 7:01:52 AM | | |
| Signing Complete | Security Checked | 7/7/2022 7:02:12 AM | | |
| Completed | Security Checked | 7/8/2022 1:09:50 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:

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.
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.