

Tyler Area Metropolitan Planning Organization

REQUEST FOR QUALIFICATIONS (RFQ)

CONSULTANT FOR

E GRANDE BOULEVARD, OLD OMEN ROAD, AND TOLL 49 ROUTE STUDY

MPO POLICY COMMITTEE

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Christina Drewry,	County Commissioner	Darin Jennings, PE	Tyler City Engineer
Frank Davis, PE	County Engineer	Carolyn Caldwell,	Lindale City Manager
Gary Halbrooks,	NETRMA Chair	Leslie Black,	Whitehouse City Manager
Vernon Webb, PE	Tyler District Engineer	Dee Roden,	Winona City Council
	Committee Chair	Don Warren, Tyler Mayor	
	MPO Director	Michael Howell, AICP	

**Tyler Area
Metropolitan Planning Organization**

**REQUEST FOR QUALIFICATIONS FOR A
E GRANDE BOULEVARD, OLD OMEN ROAD, TOLL 49 ROUTE STUDY
SEPTEMBER 2025**

The Tyler Area Metropolitan Planning Organization (MPO) is seeking qualifications from qualified firms to perform an assessment of the proposed extensions of East Grande Boulevard, Old Omen Road, and Toll 49 to determine preferred alignments of the future roads.

Questions concerning this Request for Qualifications (RFQ) packet, must be submitted in writing to mpo@tylertexas.com. No interpretations as to the meaning of the RFQ will be made to individual respondents. Questions received and the responses will be posted on the webpage <https://www.tylerareampo.org/public-notice/request-for-qualifications>. All questions must be submitted on or before September 24, 2025.

The MPO reserves the right to accept or reject any or all submittals as a result of this request, to negotiate with all qualified sources, or to cancel in part or in entirety if found to be in the best interest of the MPO. This RFQ does not commit the MPO to award a contract or to reimburse for any costs incurred in the preparation, presentation, interviews, or negotiation in response to this solicitation.

At its discretion, the MPO may decide to conduct interviews with several of the highest-qualified Respondents. However, the MPO may authorize contract negotiations to begin without further discussion with the Consultant. Each statement of qualifications should be submitted as completely as possible. Contracts shall be awarded on the basis of the best interest of the MPO, content, and other factors being considered in the RFQ.

The preparation and publication of this document were financed in part by funds provided by the United States Department of Transportation, Federal Highway Administration, and Federal Transit Administration. The provision of Federal financial assistance should not be construed as denoting U.S. Government approval of any plans, policies, programs, or projects contained herein.

OBJECTIVE

The objective of this RFQ is to select a qualified firm or team to perform planning, analyses, and conceptual engineering to recommend optimal vertical and horizontal routes for the extension of East Grande Boulevard and Old Omen Road in relation to the proposed Toll 49 segment 6 alternatives. This study will support the planning efforts currently underway.

The consultant will work with representatives of the City of Tyler, Smith County, Northeast Texas Regional Mobility Authority (NET RMA), and TxDOT to create a holistic vision for how these street extensions can coexist. The plan will have the government officials agree on the general routes for the proposed streets, where the right-of-way would cross, and how any vertical separation could be configured.

The recommendations are intended to support NET RMA's efforts to refine alternatives for public review. The next round of public meetings for Toll 49 Segment 6 is anticipated to be held in mid-2026.

PERTINENT INFORMATION

1. The Statement of Qualifications shall be submitted in PDF format by uploading to Dropbox using the following link: <https://www.dropbox.com/request/KoQ7I3AYh4BpsOgTXfiO>. Once the RFQ has been uploaded to Dropbox, send an email to mpo@tylertexas.com to confirm there were no issues in the submission. A staff member will respond to confirm receipt of the submittal. All submissions must be received by 3:00 p.m. on September 26, 2025.
2. The Statement of Qualifications shall have a maximum 20 pages, excluding the cover letter and section tabs. Any revisions to Exhibit B shall not be included in the page count.
3. The budget for this study is \$200,000. Consultants responding to this RFQ must agree that their fee will not exceed the allotted project budget.
4. The Consultant, at its discretion, may partner with subconsultants to provide the highest qualified team for this project.
5. If submitting as a team, a lead firm must be established with the responsibility to manage the project and be the MPO's primary point of contact and with whom the MPO will contract.
6. The MPO's standard agreement that will be used for this project is included as Exhibit B. The Consultant must be willing to sign the contract. Any revisions to the standard agreement that the Consultant desires shall be marked up on Exhibit B and submitted with the SOQ.

STUDY AREA

The study area encompasses the land bounded by Highway 110 (Troup Highway), FM 848 (Bascom Road), County Road 2120 (Shiloh Road), and County Road 2125 (Moser Lane).

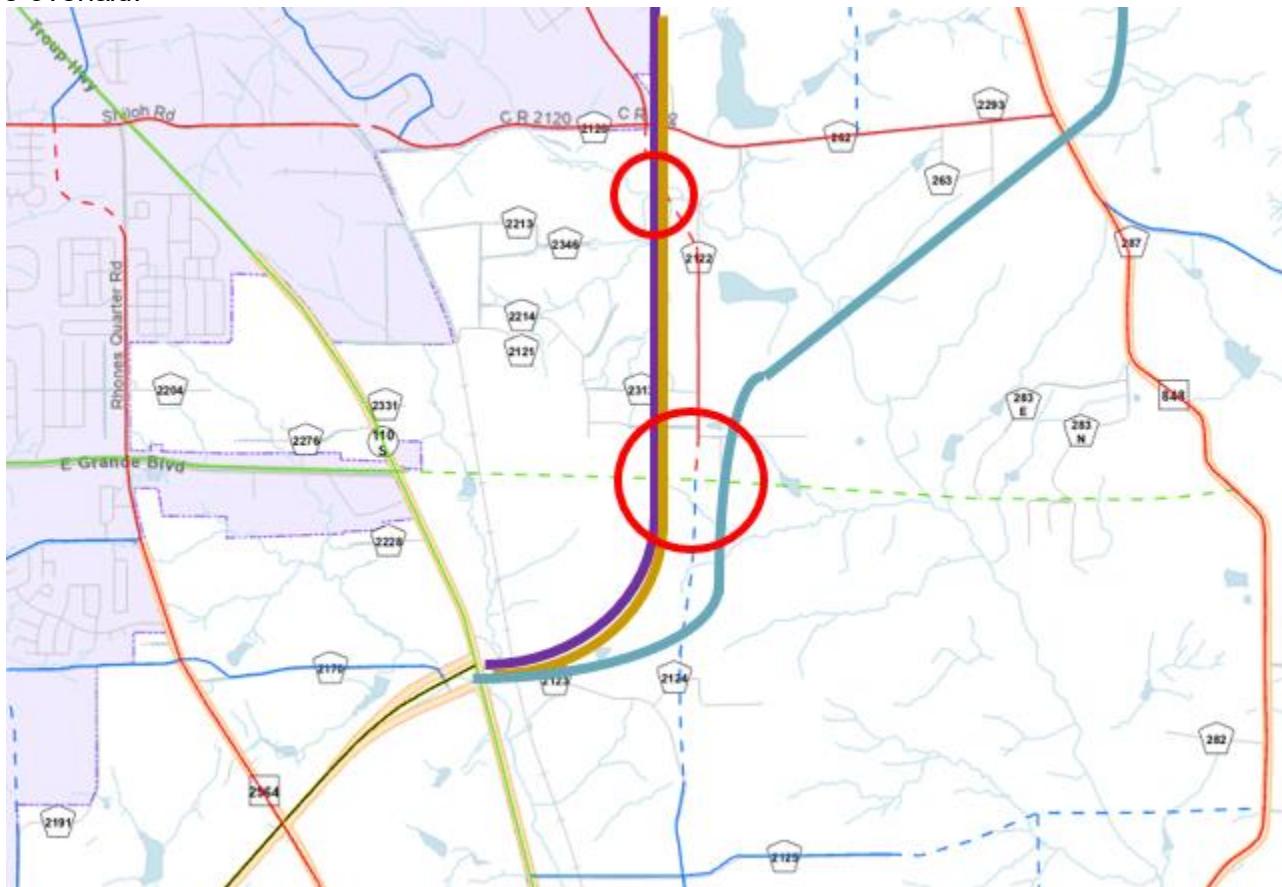
BACKGROUND

There are multiple agencies with plans to extend routes in the same area of Smith County. The City of Tyler's Master Street Plan extends E Grande Boulevard east from State Highway 110 to FM 848 (dashed green line) and extends Old Omen Road (dashed red line) south from Shiloh Road to the future extension of E Grande Boulevard and continuing south to CR 2125 (Moser Lane) (dashed blue line). These extensions are currently outside of the City of Tyler's corporate limits and fall within the City's extraterritorial jurisdiction, but without annexation, will require coordination with Smith County. NET RMA is planning to extend Toll 49 northeast from State Highway 110 to US 271 (Segment 6).

The City of Tyler has not performed any engineering design or planning for the extensions of E Grande Boulevard or Old Omen Road past the conceptual extension routes shown in the City's Master Street Plan; however, the City has looked at the importance of these routes for relieving traffic demand on Shiloh Road from SH 110 to Old Omen Road. This was evaluated as part of the City's Shiloh Road Preliminary Engineering Report.

NET RMA is in the early phases of the environmental study process for Toll 49 Segment 6. There are three preliminary alternatives resulting from a feasibility study completed in 2019. These alternatives are indicated as the purple, yellow, and teal routes, which are illustrated in the image below. However, additional alternatives may be considered following input received from the public and agency scoping meetings

The red circles indicate locations where the proposed streets intersect when all conceptual routes are overlaid.



Toll 49 is a limited-access toll road, which precludes the possibility of an at-grade intersection with either future street extension, E Grande Boulevard or Old Omen Road. Other constraints and challenges to these routes are a Union Pacific Railroad right-of-way running parallel to Highway 110 on the east side, a 250-foot-wide Oncor overhead electrical transmission line running east and west, the FEMA floodplain known as Gilley Creek, and The Woodlands residential subdivision located in the middle of the study area.

SCHEDULED/TIME FRAME

The expected time for the Consultant to complete the project is seven (7) months, which shall commence upon receipt of a signed and dated contract agreement from both parties. The schedule for this project is as follows:

- | | |
|----------------------------|------------------------------|
| • RFQ Due | September 26, 2025 |
| • Review & Initial Ranking | September 29-October 3, 2024 |
| • Interviews – if desired | October 6-9, 2025 |
| • Ranking Finalized | October 10, 2025 |

• Firm Selection	October 13, 2025
• Contract approval	November 12, 2025
• Notice to Proceed	November 17, 2025
• Project Completion	June 30, 2026

The schedule listed above is subject to change at the discretion of the MPO and Tyler City Council.

SCOPE OF WORK:

EXHIBIT A attached.

CONTENTS

Submissions, as a minimum, must include the following information as described in sections 'A' through 'E' below:

A. Cover Letter

The cover letter should include highlights of the statement of qualifications, the Consultant's experience, and any special considerations. The letter must include the name, title, telephone number, and email address for the primary contact/project manager.

B. Project Team and Qualifications (maximum of 10 pages)

This section should include an organizational chart listing the Principal in Charge, the Overall Project Manager/Primary Point of Contact, Project Manager for the tasks identified in Exhibit A, Quality Assurance/Quality Control Manager, and other key staff the Consultant wants to highlight, including any Subconsultants. The MPO desires to have only one point of contact with the Consultant for this project. Also include a maximum one-page resume for key personnel. The resume should include overall experience, a list of projects they worked on, education, title, project role, and tenure at the firm.

It is understood that the MPO is selecting a Consultant for this project based on the experience of the Consultant/team and the qualifications of the key personnel. Changes in key personnel after selection of the Consultant will not be allowed without the MPO's prior approval. The MPO retains the right to request removal of any personnel found, in the MPO's opinion, to be unqualified to perform the work. The MPO requests that the prime contract signatory be specified, with title, to facilitate the preparation of the contract.

C. Project Approach (maximum of 5 pages)

The Consultant shall provide a description of their approach for each task identified in Exhibit A including the responsibilities of each of the team member and Subconsultants with their role(s). The Project Approach should consist of the Consultant's strategy, methodology, steps and procedures for each task associated with the project.

The Consultant shall also include a graphical schedule in this section demonstrating how the scope of work will be accomplished within the project schedule listed above.

D. Quality Assurance/Quality Control (maximum of 3 pages)

This section should include a description of the Consultant's Quality Assurance/Quality Control (QA/QC) Program and how it will be implemented for this project.

E. References (maximum of 2 pages)

Consultant shall provide a list of at least five (5) similar projects with the following information:

1. Project Name
2. Brief Project Scope
3. Budget
4. Key Personnel
5. Owner Reference and Contact Information

This list of projects should include projects the key personnel listed for this RFQ worked on in a similar capacity to their role on this project.

EVALUATION PROCEDURES

- A. The RFQ Evaluation Team will review the submittals on the basis of the Consultant's documented competence, technical qualifications, and understanding of the proposed scope of work.
- B. At its discretion, the Evaluation Committee may elect to interview the highest ranking Consultants to gain further knowledge of the Consultants' qualifications and determine the most qualified team for this project.
- C. The RFQ Evaluation Team reserves the right to contact respondents for clarification of information submitted. The MPO also reserves the right to contact references to obtain information regarding past performance, reliability, and integrity.

EVALUATION CRITERIA

The proposal evaluation criteria for the selection of the Consultant will include:

- Professional Qualifications of Consultant Firm/Team (25%): The Consultant team must demonstrate experience on similar projects with favorable performance and results. Diversity in the firm's capabilities and experience is encouraged, including a variety of specializations, by the key personnel. References will be checked.
- Key Personnel Qualifications (30%): The Project Manager must demonstrate adequate experience on similar projects, a thorough knowledge of projects of a similar type and scope, a demonstrated ability to manage project budgets and schedules, and the ability to convey technical and complex concepts effectively to the public. The other Key Personnel should demonstrate adequate experience for their respective positions.
- Project Approach (30%): The responding Consultant team shall demonstrate a thorough grasp of the required tasks and a clear understanding of Any work on similar type projects may be listed to validate this understanding. The response will include a proposed schedule.
 - Demonstrates a clear understanding of the project scope.
 - Demonstrate a thorough grasp of the required tasks.
 - Demonstrate the ability to anticipate issues and proactively address them.
- Quality Assurance/Quality Control (10%): The Consultant's QA/QC program must be thorough and applicable to a project of this type and scope. The overall process and methods presented must demonstrate a good understanding and approach to deliver the required oversight and quality control for this project.
- Special Considerations (5%): The Consultant should consider including women-owned business enterprises (WBE), minority-owned business enterprises (MBE), or historically underutilized businesses (HUB) where available and qualified for specific tasks.

CONTRACT AWARD

An Evaluation Team will be formed to review the SOQ submittals and attend any Consultant interviews. Each team member will provide a score for each evaluation criterion. The scores from each member of the Evaluation Team will be compiled, and the average score for each category will be calculated to determine the Consultant's final score.

ETHICS REQUIREMENTS

As a recipient of Federal funds, the successful respondent is expected to agree to abide by the ethical standards established for all public employees. Prior to City Council approval of the contract, the successful respondent will be required to complete a Form 1295 through the Texas Ethics Commission and provide proof of submittal to the MPO.

COMPLIANCE WITH FEDERAL REGULATIONS

The successful respondent will be required to comply with, in addition to other provisions of the agreement, the conditions required by applicable Federal regulations, including the following:

- A. Equal Employment Opportunity – Successful respondent will be required to comply with all applicable Equal Employment Opportunity Laws and Regulations.
- B. Title VI Assurances—The successful respondent will be required to comply with all requirements imposed by Title VI of the Civil Rights Act of 1964 (49 U.S.C. Section 2000d), the DOT regulations issued thereunder (49 C.F.R. part 21), and the MPO assurances thereto.
- C. Disadvantaged Business Enterprise Participation –The MPO has an agreement with the Texas Department of Transportation (TxDOT) to follow the State's Disadvantaged Business Enterprise (DBE) policy. Based on the scope of work for this project, TxDOT has established a DBE requirement of 0.0%. Each respondent is encouraged to take affirmative action and make every effort possible to utilize DBE firms in the performance of work under this contract. Nothing in this provision shall be construed to require the utilization of any DBE firm that is either unqualified or unavailable.

EXHIBIT A

SCOPE OF WORK FOR THE E GRANDE BOULEVARD, OLD OMEN ROAD, AND TOLL 49 ROUTE STUDY

In general, the study will recommend the optimal alignments for East Grande Boulevard and Old Omen Road in relation to the three or more potential alignments for Toll 49. The study shall recommend the optimal vertical and horizontal alignment for the street extensions for two scenarios: 1) if the purple or yellow routes are selected, or 2) if the teal route is selected. *[For consideration: Additional alignments could still be considered for Segment 6 as the range of alternatives has not been finalized. This may need to be reworded to allow for this possibility.]*

In this Scope of Work, Consultant refers to the Team of Consultants with the Prime Consultant serving as the principal contact with the MPO.

TASK 0 – PROJECT MANAGEMENT AND COORDINATION

The Consultant's Project Manager, in coordination with the MPO staff, will be responsible for directing and coordinating all activities associated with the project.

0.1 – Control/Scheduling

The Consultant will prepare a Project Management Plan (PMP) to identify work organization, responsibilities, and coordination/communication procedures. The PMP will include a project activity timeline (hereafter referred to as the Project Schedule). The Project Schedule will be a graphic schedule identifying the duration and/or tentative dates for all tasks, meetings, and deliverables in this scope of work, as well as any other information deemed relevant by the Consultant or the MPO. The PMP will also contain the Public Involvement Plan (PIP) and will be completed no later than thirty (30) days after contract execution.

0.2 – Progress Reports and Invoices

The Consultant will review the project schedule and prepare monthly progress reports for review by the MPO Manager. Invoices for all work completed during the period will be submitted monthly (with a progress report) for work performed by the Consultant and all Subconsultants. Monthly progress reports will include a summary of:

- A. Activities, ongoing or completed, during the reporting period;
- B. Activities planned for the following month;
- C. Problems encountered and actions to remedy them; and
- D. Status, including a tabulation of percent complete by task, management schedule showing study progress, and supporting documentation.

0.3 – Sub-consultant Management and Meetings

The Consultant will prepare subcontracts for subconsultant (s), monitor subconsultant staff activities and adherence to schedules, and review and recommend approval of subconsultant invoices. The Consultant will also schedule and participate in meetings throughout the project.

0.4 – Quality Assurance/Quality Control

The Consultant will provide continuous quality assurance and quality control throughout the life of the study. The prime consultant shall provide the MPO staff with periodic opportunities to perform their contract monitoring duties of all consultant team agencies.

0.5 – Deliverables

- Project Management Plan including schedule;
- Monthly invoice and progress report; and

- Letter stating that the sub-consultant agreements are in place.

TASK 1 – REVIEW OF EXISTING PLANS

1.1 – City of Tyler Plans

The Consultant will reference the City of Tyler's Master Street Plan to understand the conceptual routes for East Grande Boulevard and Old Omen Road. The Consultant will meet with City of Tyler staff to gather information on the driving factors for having these streets in the City's Master Street Plan.

1.2 – NET RMA Plans

NET RMA held two public scoping meetings in early May 2025 as part of the proposed Toll 49 Segment 6 Environmental Impact Study. The project team is currently reviewing the comments. A Public Meeting Summary Report, including a comment response matrix, will be posted once completed. The Segment 6 project team is refining the range of alternatives based on public input, as well as avoidance minimization, and mitigation of environmental impacts in the study area.

The Consultant will meet with the NET RMA staff to gather information on the scoping meetings' results and determine whether NET RMA is considering changes to the draft routes. The consultant will also request any information that the NET RMA has on creeks, utilities, or any other potential impediments to street routing that have been identified through the Segment 6 environmental study.

1.3 – State and County Plans

The Consultant will email staff from Smith County and the TxDOT Tyler District office and request details on any expansion, improvement, or maintenance projects planned within the study area over the next 10 years.

1.4 – Deliverables

- Any maps and other supporting documents created to visualize the current street extension plans and conflict points; and
- A brief memorandum summarizing the results from the stakeholder input.

TASK 2 – CONSTRAINT IDENTIFICATION

2.1 – Railroad Crossing Constraints

The consultant will work with City staff to determine its preferred method for crossing the Union Pacific Railroad right-of-way (i.e., build an overpass or close two at-grade crossings to get a new crossing).

It is understood that NET RMA plans to construct an overpass to cross the railroad right-of-way. The Consultant will work with the RMA to determine if Segment 6 is planned to have an eastbound on-ramp or a westbound exit at Highway 110.

Based on the direction given, the Consultant will determine the horizontal distance needed to comfortably traverse the grade separation without impacting the design speed of the facilities.

2.2 – Street Crossing Constraints

The Consultant will estimate the horizontal distance needed to provide an overpass without impacting the design speeds of Old Omen Road (40 mph), E Grande Boulevard (50 mph), and Toll 49 Segment 6.

2.3 – Utility Constraints

The Consultant will identify all overhead utility lines/easements in the study area. Special

symbolism shall be given to identify the major electric transmission line parallel to the proposed E Grande Boulevard extension.

2.4 – Drainage Constraints

The Consultant will identify all FEMA floodplains and floodways in the study area.

2.5 – Deliverables

- Copies of maps prepared depicting the constraints; and
- A brief memorandum summarizing the identified constraints in the study area.

TASK 3 – STAKEHOLDER ENGAGEMENT

3.1 – Stakeholder Involvement

Using the information gathered in Tasks 1 and 2, the Consultant will prepare materials for and conduct up to three (3) meetings with representatives from the City, County, RMA, and TxDOT.

The first meeting will present the findings of Tasks 1 and 2 while highlighting the conflict points between the City's Master Street Plan and the NET RMA's currently identified Segment 6 preliminary alternatives. The purpose will be to get all attendees to look at the connections holistically and charge them with either making changes or keeping the proposed routes as they are, understanding any decisions made would still be subject to the environmental and public involvement process of the Toll 49 Segment 6 EIS. More focus will be given to the horizontal routing for the facilities.

The second meeting will show updated maps and concepts based on the feedback from the first meeting. The purpose of the meeting will be to get buy-in from the stakeholders on the unified vision of street routing in the study area. More focus will be given to the vertical routing needs for the facilities.

If stakeholder consensus on the proposed street routes cannot be reached during the second meeting, the Consultant will hold a third meeting with the stakeholders to address the unresolved comments.

3.2 – Deliverables

- Copies of materials prepared to facilitate the stakeholder meeting; and
- A brief memorandum summarizing the stakeholder feedback and changes made in response.

TASK 4 – PUBLIC INVOLVEMENT

4.1 – Public Involvement Methods

The Consultant is expected to utilize a range of public involvement methods to reach and engage diverse populations to maximize citizen input. The planning process shall combine face-to-face public meetings with the use of digital tools to enhance community participation. Community engagement may include, but is not limited to, design, creation, and launch of an online website with a citizen survey, virtual public meeting or open house, interactive techniques during public meetings, and other public outreach activities customized to the greater Tyler Area MPO community. The final report will include documentation of all stakeholder involvement activities and provide a summary of the feedback garnered.

4.2 – Website and Social Media Tools

In addition to the face-to-face meetings, the Consultant will distribute digital tools to enhance public participation. The MPO, through the City of Tyler, can assist with publications and media outreach. The Consultant will submit all proposed social media posts to the MPO to coordinate approval and posting by the City of Tyler.

4.3 – Public Meetings and Presentations

After completing the analysis and creating draft recommendations, the Consultant will provide personnel, documents, and visual aids for a public meeting. The Consultant will coordinate with the MPO staff when scheduling the location and time for the meeting.

4.4 – Deliverables:

- A brief memorandum for the public meeting describing the event, attendance, questions, comments about the study, outcomes, and follow-up needed; and
- A brief memorandum outlining recurring statements made through the digital engagement activities.

TASK 5 – FINAL REPORT

5.1 – Report and Implementation

The Consultant will deliver a final report that includes all recommendations. The report shall be delivered in 8.5x11 inch portrait format. Separate maps, drawings and or other exhibits may be printed larger 8.5x11 in order to provide optimal detail. The draft will be made available to the stakeholder group to review and provide feedback. Based on these comments, the Consultant shall make the necessary changes to finalize the report. Should conflicting comments be submitted, the MPO will decide how to address the comments.

5.2 – Presentation

Upon completion of the final report and if requested, the Consultant will present it to the MPO Transportation Policy Committee, the NET RMA Board of Directors, and the Tyler City Council. The Consultant and the MPO will agree on presentation dates that align with the MPO, RMA, and City Council calendars.

5.3 – Deliverables

- One (1) digital copy of the report (8.5x11 portrait format) and exhibits in Adobe PDF format;
- One (1) digital copy of the report in an editable format (e.g. MS Word or other common program);
- PDF copies of all system map(s) in the report sized to their original aspect ratio; and
- GIS shapefile(s) (ESRI format or compatible) and associated database(s) of the finalized network proposal.

END OF EXHIBIT A

EXHIBIT B

STANDARD OF AGREEMENT

AGREEMENT BETWEEN
TYLER AREA METROPOLITAN PLANNING ORGANIZATION
AND
CONSULTANT NAME

This Agreement is made as of (date) between _____ ("Consultant") having its principal office of business at _____, and the Tyler Area Metropolitan Planning Organization ("Client"), having its principal office of business at 423 West Ferguson, Tyler, TX 75702.

AGREEMENT

Consultant and Client agree as follows:

1. This Agreement does not establish a joint-venture, partnership or principal-agent relationship between Consultant and Client.
2. The scope of services for this agreement is detailed in Attachment A and the project schedule outlining the time period of performance is as follows per Attachment B.
3. Client shall compensate Consultant by paying a lump sum fee with a budget amount of \$XXX,XXX. A more detailed compensation summary may be found in Attachment C.
4. Consultant shall submit invoices (no more frequently than once per month) based on work completed during that time period and Client shall pay Consultant within ten (10) business days after receipt of invoice, unless there is a good faith dispute regarding payment.
5. This Contract shall automatically terminate on (date). Before this official date of termination, the obligation to provide further services under this Agreement may be terminated by either party upon five (5) business days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Upon any termination, Consultant will be paid for all services completed to the date of termination.
6. Client shall arrange for access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform the Services.
7. Client shall give written notice to Consultant whenever Client becomes aware of any development that affects the scope of timing of Consultant's services.
8. Financial records pertinent to Consultant's compensation and payments under this Agreement will be kept in accordance with generally accepted accounting practices.
9. Consultant shall maintain all records (including electronic records) in regard to this Agreement readily available and in legible form. Consultant shall maintain all books, papers, records, accounting records, files, accounts, reports, cost proposals, with backup data, and all other material related to direct costs charged to this Project, and shall make all such material available at any reasonable time during the term of work on the Project and for three (3) years from the date of final payment to Consultant auditing, inspection, and copying upon Client's request.

10. Any official notice or other communication required hereunder shall be sent by certified mail (return receipt requested), and/or other methods as mutually agreed upon, and shall be deemed given on the date which such notice is received.

To Client at: Tyler Area Metropolitan Planning Organization
423 West Ferguson
Tyler, TX 75702

11. Consultant has or shall procure and maintain insurance for protection from 1) claims under workers' compensation acts, 2) from claims for damages because of bodily injury including personal injury, sickness, disease or death of any and all employees or of any person other than such employees, and 3) from claims or damages resulting from damage to, loss of use of, and/or destruction of property. Consultant shall also procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by its negligent acts, errors, or omissions. Consultant shall maintain this insurance at least until the completion of Consultant's services.
 12. Consultant and its subrogees shall hold harmless and indemnify the Client, Client's directors, officers, employees, representatives and agents against any damage, injury, liability, and reasonable cost and expense, but only to the extent they arise out of an act of negligence, intentional tort, and/or material breach of contract of Consultant, Consultant's agents, servants, employees or lower tiered contractors.
 13. To the extent permitted by law, Client and its subrogees shall hold harmless and indemnify Consultant, Consultant's directors, officers, employees, representatives, and agents against any damage, injury, liability, and reasonable cost and expense, but only to the extent they arise out of an act of negligence, intentional tort, and/or material breach of contract of Client, Client's agents, servants, employees or lower tiered contractors.
 14. All original design calculations, field notes, quantity calculation, logos, maps, photographs, written reports, necessary project specific provisions, and other material including drawings prepared under this agreement ("Data"), and without regard to the media in which the Data was developed, shall be the property of the Client and Consultant. Client shall make available to Consultant drawings, specifications, schedules and other information and data which are pertinent to Consultant's Services. These aforementioned non-public documents, information, and data shall remain the property of the Client and/or of another party if required. The parties hereto recognize that the City of Tyler/MPO is a governmental entity subject to the Texas Public Information Act in Texas Government Code Chapter 552. In the event that either party receives a valid public information request under the Act, Client shall work with Consultant to protect any information deemed confidential by seeking an Attorney General Opinion as allowed by law.
 15. Any dispute resolution process will be governed by the procedures outlined in this Contract. Any disputes relating to this Contract shall be submitted to a senior representative of each Party who shall have the authority to enter into an agreement to resolve the dispute ("Representative").

The Representatives shall not have been directly involved in the performance of the Contracted Services and shall negotiate in good faith. If the Representatives are unable to resolve the dispute within three weeks or within such longer time period as the representatives many agree, the dispute may be decided by (neutral mediation) as mutually agreed and/or either Party may pursue any of its respective rights in law or equity. No written or verbal representation made by either Party in the course of any discussions between the Representatives or other settlement negotiations shall be deemed to be a party admission.

16. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas. Any disputes shall be brought in the appropriate state and federal courts in and for Smith County, Texas.
17. If any legal proceedings should be instituted by either party to enforce the terms of this Agreement or to determine the rights of the parties hereto, each party shall pay for its own attorney's fees, expert witness fees, and costs.
18. Force majeure shall be any acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to herein, not within the reasonable control of the Party affected. A delay in or failure of performance of either Party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure.
19. Client and Consultant shall not be liable to each other for indirect, incidental, special, economic consequential, or punitive damages, of any kind (including but not limited to lost profits and operation costs).
20. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Agreement, as well as all continuing obligations indicated in the Agreement, will survive final payment, termination or completion of the Project and/or Agreement.
21. In the event that any term or condition of this Contract is held to be illegal, invalid, or unenforceable under the Law, such term or condition shall be deemed severed from this Contract and the remaining terms and conditions shall remain unaffected and thereby continue in full force and effect.
22. This Agreement represents the entire integrated agreement between Consultant and Client regarding the subject matter herein, and supersedes and replaces all of the terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, which have not been specifically incorporated by reference herein with respect to this Agreement. This Agreement may be changed, modified or altered only by written agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have made, executed and agreed to this Agreement as the day and year first above written:

EXECUTED, this XX day of MONTH, YEAR.

CITY OF TYLER

BY: _____
EDWARD BROUSSARD,
CITY MANAGER

A T T E S T:

CASSANDRA BRAGER, CITY CLERK

TYLER AREA MPO

BY: _____
MICHAEL HOWELL,
MPO DIRECTOR

APPROVED:

DEBORAH G. PULLUM,
CITY ATTORNEY

CONSULTANT NAME

BY: _____
SIGNER'S NAME
SIGNER'S TITLE

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, who is known to me, or who was proved to me through _____ to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 20__.

Notary Public In and For The State of Texas

My Commission Expires: _____ Notary's Printed Name _____

END OF EXHIBIT B