GRAND VALLEY METROPOLITAN COUNCIL

ADA TOWNSHIP • ALGOMA TOWNSHIP • ALLENDALE TOWNSHIP • ALPINE TOWNSHIP • BELDING • BYRON TOWNSHIP • CALEDONIA TOWNSHIP • CANNON TOWNSHIP •CASCADE TOWNSHIP • CEDAR SPRINGS
COOPERSVILLE • COURTLAND TOWNSHIP • EAST GRAND RAPIDS • GAINES TOWNSHIP • GEORGETOWN TOWNSHIP • GRAND RAPIDS • GRAND RAPIDS TOWNSHIP • GRANDVILLE • GREENVILLE • HASTINGS
HUDSONVILLE • IONIA • JAMESTOWN TOWNSHIP • KENT COUNTY • KENTWOOD • LOWELL • LOWELL TOWNSHIP • MIDDLEVILLE •NELSON TOWNSHIP • OTTAWA COUNTY • PLAINFIELD TOWNSHIP
ROCKFORD • SPARTA • SAND LAKE • TALLMADGE TOWNSHIP • WALKER • WAYLAND • WYOMING

GVMC BOARD MEETING
AMENDED
Agenda

May 4, 2017
8:30 a.m.

Kent County Commission Chambers
300 Monroe, 3rd Floor
Grand Rapids, MI

1. Quorum Call
2. Lt. Governor Brian Calley
3. Crisis Intervention Training Presentation
4. Approval of Minutes – Attached
5. Public Comment
6. Travel Demand Forecasting Contract - Attached
7. Other
8. Adjourn

678 FRONT AVENUE NW • SUITE 200 • GRAND RAPIDS, MICHIGAN 49504 • PH. 616 77-METRO (776-3876) • FAX 774-9292 • WWW.GVMC.ORG

GRAND VALLEY METRO COUNCIL

Board Meeting

March 2, 2017

8:30 a.m.

Kent County Commission Chambers

MINUTES

1. Call to Order

Al Vanderberg called the meeting to order at 8:30 a.m.

Members Present:

Greg Madura	Alpine Township
Rick Baker	At-Large
Rob Beahan	Cascade Township
Rosalynn Bliss	City of Grand Rapids
Robyn Britton	Nelson Township
Bruce Brown	City of Belding
Mike Burns	City of Lowell
Dan Carlton	Georgetown Township
Daryl Delabbio	Kent County
Mike DeVries	Grand Rapids Township
Rob DeWard	Gaines Township
Brian Donovan	City of East Grand Rapids
Adam Elenbaas	Allendale Township
Kevin Green	Algoma Township
George Haga	Ada Township
Carol Hennessey	Kent County
Jim Holtvluwer	Ottawa County
Mark Huizenga	City of Walker
Diane Jones	Kent County
Steve Kepley	City of Kentwood
Steve Maas	City of Grandville
Karen McCarthy	At-Large
Matt McConnon	Courtland Township
Tim McLean	City of Wayland
Brenda McNabb-Stange	City of Hastings
Julius Suchy	Village of Sparta
Al Vanderberg	Ottawa County
Cameron VanWyngarden	Plainfield Township
Patrick Waterman	City of Hudsonville
Bill VerHulst	City of Wyoming

Duane Weeks	Village of Middleville
Mike Womack	City of Cedar Springs

Members Absent:

Micki Benz	At-Large Member
Ken Bergwerff	Jamestown Township
Jim Buck	Secretary
Charlie DeVries	At-Large Member
Deb Diepenhorst	Cannon Township
Jason Eppler	City of Ionia
Jerry Hale	Lowell Township
Brian Harrison	Caledonia Township
Tom Hooker	Byron Township
John Hoppough	City of Greenville
Steven Patrick	City of Coopersville
Jack Poll	City of Wyoming
Mike Verhulst	City of Grand Rapids
Lynee Wells	City of Grand Rapids
David Dewey	Village of Sand Lake
Open	Tallmadge Township
Open	City of Rockford

Others Present:

Tom Butcher	Grand Valley State University
Abed Itani	Grand Valley Metro Council
Chris Brown	Grand Valley Metro Council
Gayle McCrath	Grand Valley Metro Council
Jason Moore	Grand Valley Metro Council
Wendy Ogilvie	Grand Valley Metro Council
Mark Rambo	City of Kentwood
Peter Varga	The Rapid
John Weiss	Grand Valley Metro Council
Raphael Diaz	Kalamazoo
Mark Herald	East Grand Rapids
James Carmody	Wyoming

2. Minutes

MOTION – To Approve the January 2017 GVMC Board Minutes. MOVE - DeVries. SUPPORT – McNabb-Stange. MOTION CARRIED.

3. Public Comment

None

4. Oath of Office

GVMC Chair Al Vanderberg administered the Oath of Office to Michael Burns – City of Lowell, Rob DeWard – Gaines Township, Robyn Britton – Nelson Township, and Adam Elenbaas – Allendale Township.

5. Crisis Intervention Training Announcement

Rafael Diaz – Kalamazoo, Mark Herald – East Grand Rapids, and James Carmody – Wyoming updated the group on the Crisis Intervention Training (CIT). Two sessions consisting of 40 hours of training, coloration and support have been scheduled. The first will be May 1st with 40 officers trained with at least one per department in Kent County. When completed, we hope to have day, night, and weekend coverage by trained officers. A large group of partners are taking part in the initiative including Network 180 and the 35 member steering committee which includes members of the medical and mental health fields, law enforcement, and various public services. GVMC Executive Director John Weiss is also on the steering committee.

The May GVMC Board meeting will feature a presentation on the CIT Initiative, including Lt. Governor Brian Calley.

6. GVMC Annual Report

John Weiss and the GVMC staff presented the annual report. It has been a very productive and financially stable year with many initiatives expanding including Transportation, Environmental Programs, and REGIS.

Peter Haefner of Vredeveld Haefner gave the audit report stating that theirs was a clean opinion with no material weaknesses or non-compliance, qualifying GVMC as a low risk auditee.

7. REGIS Rebate Resolution

As REGIS is in a much improved financial position having gone through a restructuring and made various improvements to systems and service, the REGIS Board requests and the GVMC Executive Committee recommends a rebate on dues to REGIS members.

MOTION – To Approve the Rebate to REGIS Members. MOVE – DeVries. SUPPORT – Beahan. MOTION CARRIED.

8. REGIS Board Resolution

MOTION – To Approve the Resolution Formally Appointing All Current REGIS Board Members to Their Positions. MOVE – Donovan. SUPPORT - McLean. MOTION CARRIED.

9. Other

April GVMC Board Meeting Cancelled Due to scheduling conflicts.

10. Adjourn 9:45 a.m. MOTION – To Adjourn. MOVE – Haga. SUPPORT – McNabb-Stange. MOTION CARRIED.

DRAFT

GRAND VALLEY METROPOLITAN COUNCIL AGREEMENT FOR TRAVEL DEMAND FORCASTING MODEL UPGRADES & ENHANCEMENTS CONSULTING

THIRD PARTY CONTRACT

THIS AGREEMENT is made between the **GRAND VALLEY METROPOLITAN COUNCIL**, *Grand Rapids, Michigan 678 Front Ave NW, Suite 200, Grand Rapids, MI 49504* (the "**GVMC**") and Caliper Corporation (the "**CONSULTANT**").

RECITALS:

WHEREAS, the GVMC is interested in obtaining services for the purpose of updating and enhancing the GVMC travel demand model and;

WHEREAS, the Consultant has submitted a Proposal and Cost Estimate representing that it is both interested and qualified to perform such services; and

WHEREAS, based on the recommendations of GVMC staff and the Michigan Department of Transportation staff, the GVMC has selected the Consultant to provide such services as of the date of the signing of this Agreement; and

WHEREAS, the Consultant and GVMC staff have composed a description of the work to be accomplished, schedule of work, and arrangement of review meetings, hereinafter referred to as the "Scope of Services";

NOW, THEREFORE, in consideration of the respective covenants contained herein, the parties agree as follows:

ARTICLE I
AGREEMENT AND TERM

1.1 The Agreement. This Agreement shall incorporate and include all of the following, as specifically identified or attached to this Agreement:

(a) The Scope of Services except as the same is inconsistent with this Agreement.
(b) All provisions required by law to be part of this Agreement.
(c) All applicable provisions stated in MDOT Master Agreement # 2015-0004

1.2 Term. This Agreement shall commence upon execution by the parties and shall remain in effect until September, 2018, unless extended by execution of a written amendment to this Agreement in accordance with paragraph 6.1 of this Agreement.

1.3 Service Description Perform the Travel demand modeling tasks set forth by the Travel Demand Improvement Group as directed by the designated staff person. Work performed by the CONSULTANT to be hereinafter referred to as the "SERVICES". The SERVICES will be initiated through instructions to proceed issued by GVMC as funding is appropriated.

1.4 Notice to Proceed The notice to proceed letter will contain information regarding which elements of the scope of work shall be completed during the project. The consultant shall not incur chargeable project costs for the project prior to receipt of the letter to proceed from GVMC.

ARTICLE II
CONSULTANTS' SERVICES AND RESPONSIBILITIES

2.1 General Scope of Services/Work. Consultant will conduct analysis of the GVMC travel demand model, determine needed improvements, incorporate improvement to the model, Staff training, suggestion of future improvement options, update options and recommendations, as well as the issuance of a final technical report. For specific requirements and expectations see Exhibit "A" and Exhibit "B".

2.2 Complete Schedule. This Agreement incorporates by reference the schedules contained in Scope of Services.

2.3 Personnel. Consultant agrees that the personnel listed in the Scope of Services shall perform the services as designated in the Scope of Services. In the event that any of the listed individuals becomes unavailable, any subsequent replacement must be approved by GVMC.

2.4 Project Manager. Consultant shall assign one of its employees to act as Project Manager. The Project Manager shall be in charge of performance of this Agreement to the extent required to ensure that the Project is timely and properly conducted.

2.5 Progress Reports. Consultant shall submit to GVMC a monthly progress report including the following information:

(a) Work accomplished during the reporting period.
(b) Work to be accomplished during the subsequent reporting period.
(c) Problems to be brought to the attention of GVMC.

2.6 Performance. Consultant shall perform the Project in accordance with generally accepted professional standards and shall use best efforts to comply with all applicable laws, ordinances, and codes of the United States, the State of Michigan, and local government(s) in the area in which the Project is performed. Performance shall begin as of the date that Consultant receives a Notice to Proceed and a signed copy of this Agreement.

2.7 Completion. Consultant shall complete all reports, documents, and all other Project work in accordance with the schedule set forth in Scope of Services and within the cost set forth in Article III of this Agreement.

2.8 Progress Inspections. Consultant shall permit representatives of GVMC to review the progress of the Project and review all Project work at any reasonable time.

Such a review is for the exclusive use of the GVMC and is not intended to relieve or negate any of Consultant's obligations and duties under this Agreement.

2.9 Ownership of Documents. All materials produced in connection with the project including, but not limited to, maps, studies, evaluations, reports, software, and all other documents shall be delivered to and become the property of the GVMC upon receipt. However, no rights of ownership, apart from those in the Caliper Software License Agreement, are granted in Caliper's proprietary software, even if these products are modified or enhanced during the course of the project, and all Caliper software will be provided solely in executable form and with restricted rights.

ARTICLE III
COMPENSATION

3.1 Payments. Pay the CONSULTANT for SERVICES after receipt of billings, subject to verifications of progress. Compensation for the services will be on the basis of a fixed hourly rate plus actual direct expenses and will not exceed **$176,400.00**, as set forth in Exhibit A. Funding is contingent upon GVMC appropriation. The SERVICES will be initiated through instructions to proceed issued by GVMC as funding is appropriated. If sufficient funding is not appropriated, the SERVICES will not be initiated. **The CONSULTANT may not proceed to work at the beginning of any MDOT fiscal year (October 1 through September 30) beginning the October 1 following the effective date of the contract until after receiving written notification from the MDOT Project Manager that the CONSULTANT may proceed to work. Any work performed and/or costs incurred by the CONSULTANT prior to its receipt of such MDOT notification will not be eligible for reimbursement.**

3.2 Project Billings. The Consultant agrees that the costs reported to GVMC for this contract will represent only those items that are properly chargeable in accordance with this Contract. The Consultant also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this Contract that apply to the reporting of costs incurred under the terms of this Contract.
The Consultant shall submit project billings no more frequently than quarterly and they shall contain the following information.

(a) A description of the work items accomplished during the period.
(b) A list of the hours of each person used during the period.
(c) An invoice based on the cost of services plus the agreed fixed fee.

3.3 Time of Payment. Periodic progress payments shall be made to Consultant in accordance with Paragraph 3.1 in the amount of Consultant's billings and progress reports, providing that Consultant is complying with its obligations pursuant to this Agreement, in accordance with a schedule agreed upon between the parties. Payment

to the Consultant will be made within (10) days of GVMC receipt of payment from MDOT.

3.4 Disallowed Billing Items. In the event that any billing items are not allowed by the GVMC, the GVMC shall notify Consultant of such finding, in writing, within 15 days after submission. Such notification shall include a full explanation of the amounts and the reason for disallowance, including any corrective measures that may be taken by Consultant.

3.5 Additional Services. When work is required other than work provided for in this Agreement, the performance of and payment for such work shall require submission of a proposal and the execution of a written amendment prior to commencing the extra work. GVMC shall not be responsible to pay and Consultant shall not be entitled to receive compensation for any additional services if such services were required due to the fault of Consultant or Consultant's failure to perform in accordance with the terms of this Agreement.

3.6 Audits. The Consultant shall permit GVMC or the Michigan Department of Transportation (MDOT) to audit all data and records relating to the transit service financed in part or whole by this contract. The Consultant shall retain and allow access to all data and records pertaining to this contract until three (3) years after the final payment.

ARTICLE IV
INDEMNIFICATION AND INSURANCE

4.1 Indemnification. The Consultant shall indemnify, defend and save the GVMC, its officers, agents, and employees, harmless from and against all costs and losses, and all claims, demands, suits, actions, payments and judgments arising from personal injuries, property damage, bodily injury, or otherwise, brought or recovered against the GVMC to the extent caused by any negligent act or omission of the Consultant, its agents, servants, or employees, in performance or nonperformance of the work, including any and all expense, legal or otherwise, incurred by the GVMC, or its representatives, in the defense of any claim or suit. The Consultant further certifies that it agrees to use the E-Verify system to verify that all persons hired during the contract term by the Consultant are legally present and authorized to work in the United States

4.2 Insurance. The Consultant shall acquire, continuously maintain during the period in which the Consultant is performing services and provide the GVMC with acceptable proof of the following types and amounts of insurance coverage:

(a) Statutory workers compensation insurance.

(b) Comprehensive general liability insurance: with separate limits of not less than $1,000,000 per accident for bodily injury and $500,000 per accident for property damage, or with a combined single limit against both bodily injury and property damage of not less than $1,000,000 per

occurrence. This coverage shall include a contractual liability endorsement.

(c) Comprehensive owned and nonowned automobile liability insurance: with the same minimum limits of coverage as that required for the comprehensive general liability insurance.

The GVMC shall be named as additional insured by endorsement to the comprehensive general liability policy. Certificates of insurance evidencing that the Consultant has secured all of the foregoing insurance must be provided to the GVMC. A minimum of sixty (60) days notice to the GVMC prior to the cancellation of, or change in, any such insurance shall be endorsed on each policy and noted on each certificate.

ARTICLE V
GVMC RESPONSIBILITIES

5.1 Project Administration. The Project shall be administered through the GVMC and its employees through agreement with the Michigan Department of Transportation.

5.2 Project Representative. The GVMC shall designate a representative to act on GVMC's behalf with respect to the Project. The representative shall communicate decisions of the GVMC in a timely manner pertaining to any documents or materials submitted by Consultant to avoid unreasonable delay in the orderly and sequential progress of Consultant's services.

5.3 The GVMC shall arrange and make required notice of meetings.

ARTICLE VI
AMENDMENT AND TERMINATION

6.1 Amendment. Any change in scope or character of the Project work, cost, or compensation, or any extension in the term of this Agreement shall require execution of a written amendment to this Agreement executed by the parties hereto.

6.2 Changed Conditions. When delays are caused by circumstances or conditions beyond the control of Consultant, as determined jointly by the GVMC and the Consultant, the Consultant may be granted an extension of time by written amendment for such reasonable period as may be mutually agreed upon between the parties. Such extensions shall not operate as a waiver by the GVMC of any of its rights under this Agreement.

6.3 Termination. This Agreement may be terminated without cause by the GVMC prior to the completion of the project services by written notice to Consultant in accordance with Section 7.6. The GVMC shall pay the Consultant for completed units up to the receipt of said notice of termination, in accordance with Article III of this Agreement. Upon final payment The GVMC shall receive all work product produced by the Consultant up to the time of termination.

ARTICLE VII
MISCELLANEOUS

7.1 Severability. It is the intent of the parties that if any provision of this Agreement or its application to any person or circumstance shall be adjudged by any court of competent jurisdiction to be invalid, that judgment shall not affect, impair or invalidate the remainder of this Agreement or its application to other persons or circumstances, unless so provided by the court or unless the severance of the invalid provision alters the basic intent of this Agreement, or renders impossible compliance with any applicable statute or other law.

7.2 Interpretation. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Michigan.

7.3 Governing Law. This contract shall be governed by the laws of the State of Michigan as set forth in the prime contract. All terms and conditions included in the prime contract are incorporated into the subcontract, and in the event of a conflict, the prime agreement (GVMC Master Agreement with the Michigan Department of Transportation # 2015 - 0004) will prevail.

7.4 Integration. This Agreement constitutes the complete expression of the agreement between the parties and there are no other oral or written agreements or understandings between the parties concerning this Agreement. This Agreement may only be modified or amended by a subsequent written agreement executed by the parties.

7.5 Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the GVMC and Consultant, their successors, assigns and legal representatives.

7.6 Non-Assignability. This Agreement may not be assigned by the Consultant without the prior written approval of the GVMC which approval may be withheld for any reason or for no reason whatsoever.

7.7 Component Parts of this Contract. This contract consists of this agreement and the following component parts, which are incorporated by reference and made part of this contract even if not attached hereto:

(a) Exhibit A – Consultant Proposal
(b) Exhibit B – Grand Valley Metropolitan Council Request for Proposal
(c) Appendix A – Prohibition of Discrimination in State Contracts
(d) Appendix B – GVMC Title VI Assurances
(e) Appendix C – Contract Clauses 2010

7.8 Notices. All notices to either party shall be in writing and deemed to be effectively given when sent by first class United States Mail and addressed as follows:

Grand Valley Metropolitan Council:

Mr. Abed Itani
Director of Transportation Division
Grand Valley Metropolitan Council
678 Front Ave. NW Suite 200
Grand Rapids, MI 49504

Caliper Corporation:
Mr. Howard Slavin, Ph.D.
President
Caliper Corporation.
1172 Beacon Street Suite 300
Newton, MA 02461

or to either party at such other address as the parties may designate in writing.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed on this _____ day of _____, 2017.

Grand Valley Metropolitan Council

_____
Name and Title

_____
Date

Caliper Corporation

_____
Name and Title

_____
Date