

DRAFT

CONTRACT NO.

**MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY
AGREEMENT FOR PROFESSIONAL SERVICES**

^ [TA Consultant Name]

For

^ [Organization Name]

THIS AGREEMENT, made and entered into as of the **^ day of ^ 2010**, by and between the **MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY**, a public body corporate and politic, Lansing, Michigan (hereinafter referred to as the "**Authority**") and **^ [TA Consultant Name]** (hereinafter referred to as the "**Contractor**").

WITNESSETH THAT:

The Authority and the Contractor do mutually agree as follows:

1. That the Contractor shall, in a satisfactory and proper manner as determined by the Authority (**see attached Exhibit 1**).
2. This Agreement shall cover work performed by the Contractor during the period of time ending **September 30, 2013**.
3. Contract: Price and Payment.
 - a. The total amount to be paid by the Authority to the Contractor under this Agreement shall not exceed **sixty thousand dollars per year (\$60,000)**.
 - b. Billings for services will be based on an hourly rate not to exceed:
 - **\$125 per hour for Principal, Senior Partner**
 - **\$100 per hour for Project Manager, Associates**
 - **\$70 per hour for Professional Personnel**
 - **\$60 per hour for Arch/Eng Draftsmen/ CAD Technicians**
 - **\$50 per hour for Secretarial Staff**
 - Out-of-pocket expenses to be reimbursed at the regular per diem rate in effect when services are rendered.
 - c. Payment will be made upon presentation of invoices submitted periodically for work performed. Invoices should be submitted to **Debra Ruelle, Office of Finance** at the Authority and should include the following:
 - (1) Authority's contract number as shown above.
 - (2) Specific service performed and development name and number, if applicable.
 - (3) Amount paid to date on this contract.
 - (4) Number and amount of this invoice.

Final payment shall be made upon the satisfactory completion and submission of all required work and documents.

4. The Contractor shall maintain such personnel records as are deemed necessary by the Authority to assure a proper account for all engagement costs. These records will be made available for audit purposes to the Authority and the Auditor General of the State of Michigan, or any authorized representative, and will be retained for three years after the expiration of the Agreement unless permission to destroy them is granted by both the Authority and the State of Michigan.
5. Nondiscrimination. In accordance with Acts No. 220 and 453 of the Public Acts of 1976, as amended, the Contractor hereby agrees in connection with the performance of services under this Agreement not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, marital status or handicap. Breach of this covenant may be regarded as a material breach of this Agreement.
6. In the event the Contractor fails to perform services required under this Agreement or performs services hereunder in an improper manner, the parties hereto agree that the damage that the Authority will sustain as a result thereof will be substantial but will be difficult, if not impossible, to ascertain, and therefore, the parties hereto agree that in the event of the Contractor's failure to perform services required hereunder or the Contractor's performance of services in an improper manner, the Authority shall be entitled to a credit against the Contractor's current unpaid billings for amount previously paid to the Contractor after the Contractor's non-performance of improper performance. For the purposes of the foregoing, the parties hereto agree that the Authority shall have sole discretion in determining the adequacy of the Contractor's performance and the amount of credit to be taken. The damages for the Contractor's inadequate or improper performance, as provided herein, shall not be exclusive but shall be in addition to any other damages, which the Authority may be entitled to for the Contractor's default under this Agreement.
7. The Contractor hereby represents that the personnel it will assign to perform the services under this contract shall possess the requisite education, competence and experience to perform such services. The Contractor further acknowledges and agrees that such personnel may be subject to the evaluation and approval of the Authority, who shall retain the right to determine the sufficiency of the education, competence and experience of the personnel assigned to perform the services identified in the attached exhibit of this contract.
8. **The Contractor agrees not to provide construction documents or similar professional services for developments brought into the Authority for financing while under contract with the Authority to review and approve construction documents.**
9. This Agreement may be terminated with notice at any time by the Executive Director. However, the Contractor shall be compensated hereunder for services satisfactorily performed prior to the date of termination.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF the Authority and the Contractor have executed this Agreement as of the date first above written.

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

Date: _____ By: _____
Maryanne Vukonich, Chief Architect

Date: _____ By: _____
Sally Harrison, Director of Rental Development & Homeless Initiatives

Date: _____ By: _____
Gary Heidel, Interim Executive Director

Date: _____ By: _____
Contractor of Firm Name

"THIS MODEL IS A DRAFT AND IS SUBJECT TO REVISION IN WHOLE OR IN PART BY THE AUTHORITY'S OFFICE OF LEGAL AFFAIRS"