

CONTRACT NO. 16-10-RD

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

**WITH
THE DESIGN FORUM INC.**

THIS AGREEMENT is made and entered into as of the 2nd day of May, 2016, by and between the **MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY**, a public body corporate and politic, located at 735 E. Michigan Avenue, Lansing, Michigan 48912 ("**Authority**" or "**MSHDA**") and **THE DESIGN FORUM INC.**, located at 560 Fifth Street NW, Suite 201, Grand Rapids, Michigan 49504 ("**Contractor**") for the purpose of reviewing and accepting construction documents for new and rehab multifamily developments. (**The Authority and the Contractor are collectively referred to as the "Parties"**).

WITNESSETH THAT:

The Authority and the Contractor do mutually agree as follows:

1. **Services Rendered/Scope of Work.** The Contractor shall, in a satisfactory and proper

manner as determined by the Authority, render the services described in Exhibit A, which is attached and made a part of this Agreement.

2. **Term.** TIME IS OF THE ESSENCE to this Agreement in connection with the delivery of the products or services or both ("Products and Services") described in the Scope of Work attached and incorporated into this Agreement as Exhibit A. The performance of Products and Services shall begin on or after the execution of this Agreement by the Authority and shall be completed no later than **May 30, 2017**, with the option for two (2) one (1)-year extensions.

3. **Contract.** Price and Payment.
 - a. The total amount to be paid by the Authority to the Contractor under this Agreement shall not exceed an annual amount of Sixty Thousand Dollars (**\$60,000**).
 - b. Billings for Products and Services will be based on an hourly rate not to exceed **\$125 per hour** for professional services. Out-of-pocket expenses are to be reimbursed at the regular per diem rate and Authority policy in effect when Products and Services are rendered.
 - c. Payment will be made upon presentation of invoices submitted periodically for work performed. Invoices should be submitted to the **Authority's Contract Administrator, Libby Carpenter** and must include the following:
 - i. The Authority's contract number as shown above.
 - ii. Specific service performed and development name and number, if applicable.
 - iii. Amount paid to date on this Agreement itemized by monthly expenditures and total expenditures to date.
 - iv. Number and amount of this invoice.

- v. Division for whom services were performed.
- vi. Name of point of contact for services that were performed.
- vii. Contractor staff member(s) and their hourly rate(s) who performed the services being invoiced.

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

- d. **WORK PERFORMED OR PROVIDED PRIOR TO THE TERMS OF THIS AGREEMENT SHALL NOT BE ELIGIBLE FOR PAYMENT.**
 - e. **EXPENDITURES THAT THE AUTHORITY CONSIDERS TO BE OVERHEAD COSTS (i.e., FIXED AND ORDINARY OPERATING COSTS) SHALL NOT BE ELIGIBLE FOR PAYMENT.**
4. **Permits and Licenses.** The Contractor shall be responsible for obtaining any and all permits, licenses, and other proper authorization or permission-related documents required for the performance of this Agreement.
5. **Insurance.** The Contractor shall maintain professional liability insurance sufficient in the amount to provide coverage for any errors or omissions arising out of the performance of this Agreement. If, during the term of this Agreement, changed conditions should, in the judgment of the Authority, render inadequate the Contractor's current insurance limits, the Contractor will furnish to the Authority proof of additional insurance as may be required. All insurance required under this Agreement shall be acquired at the Contractor's expense, under valid and enforceable policies, issued by insurers of recognized responsibility. The Authority reserves the right to reject as unacceptable any insurer.
6. **Record Keeping.** The Contractor and the Authority 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.

7. **Reports.** The Contractor shall promptly submit to the Authority's **Contract Administrator**/designated project representative (see Section 11) any reports prescribed in Exhibit A attached and incorporated into this Agreement. Such reports shall include but not be limited to: progress reports, a report of all receipts, expenditures, project activities and accomplishments, including a comparison of the final budget to the approved Project Budget, Exhibit A attached and incorporated into this Agreement, and supporting documentation for claimed reimbursements. The Authority shall prescribe the requisite form and content of reports and shall designate the dates on which the reports are to be submitted by the Contractor and subcontractor. Before the occurrence of the project completion date prescribed in Section 2 of this Agreement, the Contractor shall submit to the Authority both a project completion report and a proper final claim for expenditure reimbursement, which shall be supported by documentation of the expenditures claimed.

In addition to the project completion report and other submissions, the Contractor shall submit to the Authority a quarterly progress report in the form and containing the completion material prescribed by the Authority for that project period for each quarter this Agreement is in effect.

8. **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

Products and 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, familial status, or disability. Breach of this covenant may be regarded as a material breach of this Agreement.

9. **Failure to Perform.** In the event the Contractor fails to perform Products and Services required under this Agreement or performs Products and Services in an improper manner, the Parties agree that the damage that the Authority will sustain as a result thereof will be substantial and difficult, if not impossible, to ascertain. Therefore, the Parties agree that in the event the Contractor either fails to completely perform Products and Services or performs Products and Services in an improper manner, the Authority shall be entitled to a credit against the Contractor's current unpaid billings for amounts previously paid to the Contractor after the Contractor's non-performance or improper performance. For the purposes of the foregoing, the Parties 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 in this Agreement, 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.

10. **Assigned Personnel.** The Contractor warrants that the personnel it will assign to perform the Products and Services under this Agreement shall possess the requisite education, competence and experience. 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 Products and Services identified in Exhibit A attached and incorporated into this Agreement.

11. **Project Representatives.** The Contractor designates the following individual as project representative for all matters concerning this Agreement:

Neale L. Bauman, AIA
The Design Forum Inc.
560 Fifth Street NW, Suite 201
Grand Rapids, MI 49504
(P) 616-454-1398, x114
(F) 616-454-0944

The Authority designates the following individual as **Contract Administrator** to be the initial point of contact for all matters concerning this Agreement:

Libby Carpenter
MSHDA Procurement Office
735 E. Michigan Avenue
Lansing, MI 48912
517-335-4154 (P) or 517-335-5925 (F)
carpenterL3@michigan.gov

Except for changes to the performance schedule (not including the project's completion date), the designated project representatives shall have no authority to make promises or binding obligations on behalf of the Authority, as such authority rests with the duly authorized persons executing this Agreement.

12. **Employees of Contractor or Key Persons.**

- a. Definition of Key Person. “Key Persons” shall be defined in this Agreement as individuals performing the Products and Services pursuant to this Agreement and (a) have signed this Agreement on behalf of the Contractor and/or (b) are listed in Exhibit C, attached and incorporated into this Agreement. Key Persons include the names of all employees, agents and independent contractors of the Contractor who perform or render Products and Services pursuant to this Agreement.
- b. Performance of Products and Services. The Contractor acknowledges that only Key Persons shall perform the Products and Services under this Agreement.
- c. Exhibit C--Certificate Verifying Key Persons. Prior to executing this Agreement, the Contractor shall provide to the Authority the names of all Key Persons by completing Exhibit C, which is the Certificate Verifying Key Persons of the Contractor or a Subcontractor, if applicable (“Certificate”). In the event the Contractor fails to provide to the Authority the names of any Key Persons, the Parties shall consider the signatory for the Contractor to be the sole Key Person for the Contractor. **If the Contractor (or Subcontractor) wishes to add an agent, employee, or independent contractor as a Key Person during the term of this Agreement, the Contractor shall complete and submit to the Authority an additional or revised Certificate for that employee, agent, or independent contractor.** (See Section 12a of this Agreement.)
- d. 2007 PA 95, MCL 38.68c. The Contractor and its employees, agents, and independent contractors acknowledge 2007 PA 95, MCL 38.68c, as amended, requires retirees of the State Employees Retirement System (i.e., former state employees who have pensions with the State of Michigan) (“Pensioned Retirees”) who become employed by the State, either directly or indirectly through a

contractual arrangement with another party, on or after October 1, 2007, to forfeit their state pension for the duration of their reemployment. Effective October 2, 2010, "employed by the state" includes engagements of pensioned retirees as independent contractors.

Pensioned retirees who provide or render Products and Services under this Agreement as key persons must forfeit their pensions during the term of this Agreement if the pensioned retiree (a) is employed by the State, (b) is employed by the Contractor, (c) is a holder of an ownership interest in the Contractor, (d) is a subcontractor of the Contractor, or (e) is an employee of a subcontractor.

The Contractor acknowledges and agrees to secure the Authority's prior written consent before retaining, employing or subcontracting with a pensioned retiree to perform Products and Services under this Agreement. Retaining, employing or subcontracting with a pensioned retiree to perform Products and Services under this Agreement without the Authority's prior written consent shall be (a) a material breach of this Agreement and (b) grounds for the Authority to terminate this Agreement and provide notice to the Office of Retirement Services that the retiree has received pension payments and payments directly or indirectly through this Agreement.

If the Contractor employs or retains a pensioned retiree as a key person or subcontracts with a pensioned retiree, the Contractor must submit a copy of the pensioned retiree's directions to the Office of Retirement Services ("ORS"), identified as Exhibit D attached and incorporated into this

Agreement, to withhold the retiree's pension payments during the term of this Agreement.

The Contractor and the pensioned retirees it employs acknowledge and agree that neither the State, nor the Authority, nor its employees, directors, agents nor board shall be liable to the Contractor or pensioned retiree for the forfeiture of the retiree's pension payments during or after the term of this Agreement. The Contractor and pensioned retiree acknowledge that the Authority has no responsibility to confirm whether the ORS has or will forfeit the retiree's pension.

13. **Conflicts of Interest.** The Contractor acknowledges that its employees, members, shareholders, agents, or independent contractors, or subcontractors and their employees, members, shareholders and agents, prior to or during the term of this Agreement are not employees of the State of Michigan or its units. Prior to the execution of this Agreement, the Contractor acknowledges and confirms that it has delivered to the Authority a written list of all interests of the Contractor, or its officers and employees, which may create conflicts between the interests of those entities or parties and the interests of the Authority. Should a constructive or actual conflict of interest arise during the term of this Agreement, the Contractor shall contact the Authority's Director of Legal Affairs immediately and describe in detail the conflict of interest.

14. **Prohibited Methods and Procedures.** The Contractor and its agents, subcontractors, employees, and representatives, in the course of the performance of Products and Services under this Agreement, shall not specify, recommend, use, or permit the use of any system, method, plan, design, process, procedure, patent, or copyright which, if used, infringes upon a proprietary interest or necessitates the payment of any royalty, fee, or commission. The Contractor shall not use or permit the solicitation for or securing of any agreement or employment in connection with this Agreement upon an agreement or arrangement for payment, either directly or indirectly, of a commission, percentage, brokerage, or contingent fee.

If Federal funds are used to pay the Contractor under this Agreement, no part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to members of Congress on the request of any member or to Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business. 18 U.S.C. § 1913 (2002).

15. **Participation in Other Authority Programs.** With the exception of providing Products and Services to the Authority as described in Exhibit A of this Agreement, neither the Contractor nor the Contractor's employees, agents, officers, directors, shareholders, members or subcontractors will participate in Authority housing programs or do business with the Authority under any program in which the Authority has a direct or indirect relationship without securing approval from the Authority's Director of Legal Affairs.

16. **Indemnity and Non-Limitation. Mich. Const. art. IX, § 18.** The Contractor agrees to defend, indemnify and hold harmless the Authority from any claims, damages or expenses, including reasonable attorneys' fees, arising or alleged to arise in whole or in part from damage or injury caused by or resulting from any action or inaction of the Contractor, its agents or employees, or sustained in connection with the violation of any law, statute, ordinance or regulation by the Contractor, its agents or employees, or sustained in connection with the performance of this Agreement by the Contractor, its agents or employees, or sustained as a result of any breach of this Agreement by Contractor.

In any and all claims against the Authority or any of its officers, agents, or employees by an employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation in the amount or type of damages, compensation, or benefits payable by or for the Contractor or by or for any subcontractor under worker's compensation acts, disability benefit acts, or other employee benefit acts.

17. **Nonassignability and Delegation.**

- a. The Contractor shall not assign or otherwise transfer any interest in this Agreement or in the project in any manner not provided for in this Agreement.
- b. The Contractor shall not delegate any duties or obligations under this Agreement to a subcontractor or independent contractor unless the Authority's Contract Administrator and Director of Legal Affairs has given written consent to the delegation. When submitting the request to subcontract, the Contractor shall include the following information about the subcontractor:
 - i. **Name of Subcontracting Firm;**
 - ii. **Work that will be subcontracted;**
 - iii. **Names of individuals who will perform the subcontracted work;**
 - iv. **Subcontractors project representative and/or Key Person (See Section 12); and**
 - v. **List any and all Authority programs through which the subcontractor or the subcontractor's employees, officers, directors, members, shareholders or officeholders participate.**
- c. In the event the Contractor retains a subcontractor in accordance with Section 17b above, the Contractor shall insert into each subcontract executed in connection with this Agreement appropriate and enforceable provisions requiring compliance with this Agreement by the subcontractor and the persons acting for it. Throughout the performance of any subcontracts, the Contractor shall monitor and verify the compliance of all subcontractors and persons acting for them and shall immediately take any affirmative or remedial measures prescribed by the Authority or otherwise deemed necessary in the opinion of the Contractor for enforcing compliance under such subcontracts.
- d. **Delegation of duties or obligations under this Agreement to a subcontractor or independent contractor without the prior written consent of the Authority's Contract Administrator or Director of Legal Affairs shall be a material breach of this Agreement.** In the event a subcontractor is approved by the Authority's Contract Administrator and Director of Legal Affairs, the Key

Persons for the subcontractor shall be subject to the requirements set forth in Section 12 (Employees of Contractor or Key Persons) of this Agreement, including, but not limited to, the restrictions on pension payments if a pensioned retiree is a Key Person of the subcontractor or an independent contractor retained by the Contractor.

Subcontracting work to be performed under this Agreement without the prior written consent of the Authority's Contract Administrator and Director of Legal Affairs shall be a material breach of this Agreement.

18. **Suspension and Debarment.** Pursuant to 1980 PA 278; MCL 423.322 *et seq.*, the Contractor, in performing this Agreement, shall not enter into a contract with a subcontractor, manufacturer, or supplier whose name has been listed in the register maintained by the State of Michigan, Department of Licensing and Regulatory Affairs, of employees who have been found in contempt of court by a federal court of appeals, on not less than three occasions involving different violations during the preceding seven years, for failing to correct an unfair labor practice as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 U.S.C § 158.

The Authority may void this Agreement if the name of the Contractor or the name of a subcontractor, manufacturer, or supplier used by the Contractor in performing this Agreement subsequently appears in the register during the period of this Agreement.

The Contractor certifies, by signing this Agreement, that it possesses business integrity

and that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in grants or contracts by any federal, state, or local department or agency.

The suspension of the Contractor by the State of Michigan, an agency of the State or a department of the Federal Government, shall be at the option of the Authority, a material breach and grounds for the immediate termination of this Agreement.

19. **Independence of Contractors.** The Authority shall retain the Contractor as an independent contractor, and the Contractor hereby accepts such independent contractor relationship, upon the terms and conditions set forth in this Agreement. Nothing in this Agreement shall be construed to create the relationship of employer and employee between the Authority and the Contractor or any of its employees or agents. **The Contractor, its employees and subcontractors, shall be deemed at all time and for all purposes to be independent contractors.** The Contractor acknowledges and agrees that all payments by the Authority to the Contractor shall be made without deduction for federal, state or local income taxes, social security taxes and similar items, and that the Contractor shall be solely responsible to report income under this Agreement to the Internal Revenue Service and other appropriate taxing authorities and to pay such taxes (including, without limitation, being solely responsible to make periodic estimated payments of such taxes in accordance with applicable law). The Contractor further acknowledges and agrees that all payments under this Agreement to the Contractor by the Authority shall be reported to the Internal Revenue Service and other appropriate taxing authorities on Form 1099 (or equivalent or replacement forms). Finally, the Authority acknowledges that the manner and means of producing the Products and Services

described in Exhibit A are under the control and at the discretion of the Contractor.

20. **Ownership of Documents, Reports and Other Products.** All documents, reports and any other products developed and/or delivered to the Authority under this Agreement shall become and be the property of the Authority.
21. **Disclosure of Information.** Other than as contemplated by this Agreement, the Contractor, its agents, and subcontractors, without the prior consent of the Authority shall not:
- a. disclose information or documents created or maintained in connection with this Agreement to anyone;
 - b. use information or documents created or maintained in connection with this Agreement to further any private interest.

Use or disclosure of documents or information without the prior written consent of an authorized officer of the Authority shall be a material breach of this Agreement.

22. **Modifications.** The Authority or the Contractor may request modification of the scope of work, products, budget, or project work schedule to be performed by the Contractor. Modifications shall comport with the intent and purpose of this Agreement and shall be consistent with applicable state and federal regulations, limitations, guidelines, policies, and interpretations prescribed by the Authority pursuant to law. All requests for modification shall be submitted in written form by the duly authorized representative, as specified in Section 11, of the party requesting modification prior to modification implementation. Failure to obtain prior approval will result in the disallowance of expenditures.

No verbal representation, understanding, agreement, or interpretation of any officer, agent, employee of the Authority or Contractor, either before or after execution of this Agreement, shall modify any of the terms of this Agreement, unless such representation, understanding, agreement, or interpretation is expressly stated in this Agreement or an amendment to this Agreement executed by both parties.

23. **Termination of Agreement.** Termination is the cancellation of this Agreement, in whole or in part, at any time prior to the date of completion.
- a. Termination for cause. The Authority may terminate this Agreement, in whole or in part, at any time before the date of completion, whenever it is determined that the Contractor has failed to comply with the terms and conditions of this Agreement. The Authority will promptly notify the Contractor in writing of the termination and the reasons for the termination, together with the effective date. Payments made to the Contractor or recoveries by the Authority under this Agreement when it is terminated for cause will be in accordance with the legal rights and liabilities of the parties.
- b. Termination for convenience. The Authority or the Contractor may terminate this Agreement in whole or in part when the Parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The Parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated. An amendment of the terms of this Agreement is required for all terminations for convenience.

c. Termination by Contractor. At any time prior to the first payment on the Agreement, the Contractor may, with written notification to the Authority, unilaterally cancel this Agreement. Once initiated, no Product or Services financed with Authority assistance shall be terminated by the Contractor prior to satisfactory completion without approval of the Authority. After the first payment, the Product or Services may be terminated, modified, or amended by the Contractor only by mutual agreement of the Parties. Termination requests prior to completion of the Product or Services must fully explain the reasons for the action and detail the proposed disposition of the uncompleted Product or Services.

d. Termination of Agreement for Unavailability of Authority or Federal Funds.

It is the intent and understanding of the Parties that this Agreement is contingent upon the availability of Authority or Federal funds or the receipt by the Authority of Federal funds. If Authority funds or Federal funds approved or obligated by the Authority in connection with this Agreement are at any time rendered unavailable, the Authority shall then have the right to terminate this Agreement by the giving of a written notice, the basis, and the effective date of the termination to the Contractor. Should this Agreement be terminated by reason of the unavailability of Authority or Federal funds for the purposes of this Agreement, all finished or unfinished documents, data, studies, reports, and other materials prepared by the Contractor

under this Agreement prior to the effective date of the termination shall be delivered in a format specified by the Authority.

In the event of termination under this section for lack of Authority or Federal funds, the Contractor shall be entitled to receive payment for Products and Services incurred under this Agreement prior to the effective date of termination.

- e. Commitments. If this Agreement is terminated, the Contractor will not incur new obligations for the terminated portion after the effective termination date. The Contractor will at its own expense cancel any outstanding obligations. Costs incurred after the effective date of the termination will be disallowed. In the event of termination, all finished or unfinished documents, data, studies, reports, and other materials prepared by the Contractor under this Agreement prior to the effective date of termination shall become the property of the Authority. The Contractor will provide all finished and unfinished material as previously described within 30 days of terminating. However, the Contractor will be entitled to retain copies. The Contractor, in the event of termination under this provision, is entitled to receive reimbursement for Products and Services satisfactorily performed under this Agreement prior to the effective date of such termination. Notwithstanding the foregoing, the Contractor shall not be relieved of its liability to the Authority for the damages sustained by the Authority as the result of any breach of this Agreement until the Authority so releases the Contractor and has determined for the purpose of set-off the exact amount of damages due the Authority.

24. **Severability of Provisions.** It is declared to be the intent of the parties that if any provision of this Agreement executed by both parties or its application to any persons or circumstances is adjudged by any court of competent jurisdiction to be invalid, the court's judgment shall not affect or invalidate the remainder of this Agreement nor 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 or purpose of this Agreement, would cause an increase of the Authority's financial obligation, or renders impossible the compliance with any applicable statute, regulation, limitation, guideline, policy.
25. **Michigan Law.** This Agreement shall be governed by the laws of the State of Michigan and shall be binding upon the Contractor's successors, assigns, and legal representatives. All records pertinent to this Agreement are subject to public disclosure under the Michigan Freedom of Information Act; 1976 PA 442; MCL 15.231 *et seq.* The Contractor shall insert the provisions of this section into any subcontract entered into to accomplish the terms of this Agreement.

REMAINDER OF PAGE 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: _____
Kevin Elsenheimer, Executive Director OR
Brian Mills, Chief Operating Officer

THE DESIGN FORUM INC.

Date: _____

By: _____
Neale L. Bauman, AIA, CCS, LEED AP
President

EXHIBIT A

Scope of Work

I. Overview

- A. The Contractor must disclose current and/or planned MSHDA-related projects and may not work for developers either seeking or have secured MSHDA financial instruments including, but not limited to, loans, tax credits or housing vouchers.
- B. The Contractor may be required to perform site review and/or visits for new construction.
- C. The Contractor may be required to participate in Design Review meetings as determined by the chief architect. At the request of the developer there may be one or two meetings per project.
- D. The Contractor will review construction documents at the feasibility, design development and construction document phases for Standards of Design compliance. When meetings are called, they occur at MSDHA's Lansing offices and include members of the development team and MSDHA staff. The development team includes the developer, design architect and contractor.
- E. The Contractor will send a memo to the chief architect stating acceptance of the construction documents at the time the documents meet the applicable Standards of Design.

II. Objectives, Tasks & Activities, and Deadlines

- A. **Objectives.** To successfully perform the services described in Section I above, the Contractor must satisfy the following objectives:
 - 1. Be licensed and in good standing to practice architecture, have thorough knowledge of the Uniform Federal Accessibility Standards (UFAS) and have experience designing and/or reviewing multifamily housing. Provide a true or certified copy of your current architectural license and list of recently designed and/or reviewed multifamily developments.
 - 2. Review construction documents to ensure they comply with MSHDA's Standards of Design for both new construction and rehab developments. The Standards of Design defines the design process and the specific requirements for multifamily housing financed through the Authority. There is an edition for new construction and another for rehab construction Design Standards located online at: http://michigan.gov/mshda/0,4641,7-141-5587_26092---,00.html

B. Products or Milestones to be Met.

1. Reports will be written in Word and transmitted via email to the chief architect and development team. An example of a report is included as Exhibit D, attached and incorporated into this document.
2. When the chief architect assigned reviews the report, a memo goes out to the design architect and the rest of the development team. An example of the memo is included as Exhibit D, attached and incorporated into this document.

C. Deadlines for Completing Objectives.

The consultant shall provide a written review of the documents within 10 working days of receipt from Design Architect.

EXHIBIT B
CERTIFICATE VERIFYING KEY PERSONS

See appended document titled

**CERTIFICATE VERIFYING KEY PERSONS OF THE
CONTRACTOR/SUBGRANTEE**

CERTIFICATE VERIFYING KEY PERSONS OF THE CONTRACTOR/SUBCONTRACTOR

The Contractor/Subcontractor acknowledges that the following personnel are Key Persons of the Contractor/Subcontractor in accordance with Section XI of the Request for Proposal:

(1) Name Neale L Bauman AIA, CCS, LEED AP
(Print or type Name above line)

Title with Contractor/Subcontractor: President

Is the Key Person a retiree who receives a pension from the Michigan State Employees Retirement System? Yes _____/No X

(2) Name Michael J Belisle, AIA, LEED AP
(Print or type Name above line)

Title with Contractor/Subcontractor: Vice President

Is the Key Person a retiree who receives a pension from the Michigan State Employees Retirement System? Yes _____/No X

(3) Name _____
(Print or type Name above line)

Title with Contractor/Subcontractor: _____

Is the Key Person a retiree who receives a pension from the Michigan State Employees Retirement System? Yes _____/No _____

Print or Type Contractor/Subcontractor Name Above Line

By:  3/15/16
Signature Date

Name of Signatory for Contractor/Subcontractor: Neale L Bauman, AIA, CCS, LEED AP
Print/Type Name of Signatory Above Line

Its: President

Federal Identification Number: 7635

Pensioned Retirees (2007, MCL 36.86) (12/7/07 Rev)
Exhibit - Certificate Verifying Key Persons of the Contractor

EXHIBIT C
RETIREE REHIRE CERTIFICATION

See appended document titled

RETIREE REHIRE CERTIFICATION



Department of Technology, Management & Budget
 Office of Retirement Services
www.michigan.gov/ors (800) 361-5111
 P.O. Box 30171
 Lansing MI 48909-7671

Retiree Rehire Certification

For State of Michigan Retirees

Complete this form if you retired from the state of Michigan, receive a pension, and are subsequently rehired by the state. For more information, see the back of this form and go to www.michigan.gov/orsstatedb, and navigate to the *After You Retire, Working After You Retire* section.

Section 1: To be completed by the retiree.

RETIREE NAME (LAST, FIRST, MI.)	SSN/MEMBER ID	DAYTIME TELEPHONE
STREET ADDRESS	CITY, STATE, ZIP CODE	
<ul style="list-style-type: none"> I understand that Defined Benefit retirees of the State Employees Retirement System who become employed by the State of Michigan as an employee, independent contractor, or through a contractual arrangement with another party, agree to forfeit their state pension for the duration of the reemployment. I understand that former qualified participants of the State of Michigan Defined Contribution Plan who transferred from the Defined Benefit plan to the Defined Contribution plan, retired under the 2002 Early Out, and became reemployed as described above, forfeit their retirement allowance payment for the duration of the reemployment. However, the Defined Contribution accounts and any associated payouts will not be affected. I understand that if I am employed by the State of Michigan for any period of time within the month, I forfeit the entire pension payment for that month. I understand that I am required to repay any previous state of Michigan pension payments received in error while working for the state of Michigan as a retiree. I understand that in order to receive my pension payments, I must inform the Office of Retirement Services (ORS) in writing when my reemployment with the State of Michigan ends. I understand that I can only be enrolled in the State group insurance plan if I am a retiree or active employee. <p>Please check one box:</p> <ul style="list-style-type: none"> <input type="checkbox"/> I am currently enrolled in the retiree group insurance plan and choose to remain in this plan. I understand that ORS will bill me directly for the next 60 days of this insurance plan. <input type="checkbox"/> I am currently enrolled in the retiree group insurance plan and choose to cancel my enrollment in this plan. <input type="checkbox"/> I am not currently enrolled in the retiree group insurance plan. <p><i>In accordance with Public Act 240 of 1943, as amended, I certify that I am retired from the state of Michigan and I understand the conditions specified above.</i></p>		
RETIREE'S SIGNATURE	DATE SIGNED	

Section 2: To be completed and signed by the employing agency.

I certify that the above individual will be employed with the state of Michigan starting ____ / ____ / 20__.		
EMPLOYING AGENCY NAME	EMPLOYING AGENCY CONTACT NAME (PRINT)	TELEPHONE NUMBER
EMPLOYING AGENCY ADDRESS	EMPLOYING AGENCY CONTACT SIGNATURE	DATE SIGNED
If the employing agency listed above is a temporary employment or contracting agency, provide the state of Michigan department/agency contact information below and send a copy of the completed form to the department listed.		
SOM DEPARTMENT NAME	SOM DEPARTMENT CONTACT NAME	TELEPHONE NUMBER

Employing agency return the completed form to:

Office of Retirement Services, P.O. Box 30171, Lansing, MI 48909-7671

R0792C (Rev. 10/2010)
 Authority: 1943 P.A. 240, as amended



EXHIBIT D
SAMPLE MEMO AND REPORT

See appended document titled
SAMPLE MEMO AND REPORT TO DESIGN ARCHITECT



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

KEVIN ELSSENHEIMER
EXECUTIVE DIRECTOR

SAMPLE

MEMORANDUM

DATE: *****

TO: *****

FROM: Maryanne Vukonich, Chief Architect

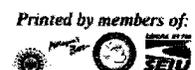
SUBJECT: MSHDA # *****
Contacts List & MSHDA Design Review Protocol

Here is a list of MSHDA staff and consultants who will be reviewing the construction documents for this development.

The second page contains MSHDA's Design Review and Response Protocol.

Send each review or response via e-mail to all parties noted below.

<u>MSHDA STAFF</u>	<u>MSHDA CONSULTANTS</u>	<u>Development Team</u>
Chief Architect:	Architectural Reviewer:	Architect:
	Site Design Reviewer:	Sponsor:
	Engineering Reviewer:	Contractor:



SAMPLE

Design Review and Response Protocol

Reviews and Responses

- 1) Reviews and responses must have a heading at the top of the page indicating the sender, date of the review or response, and MSHDA development name and number. For the date of the review or response, use the date the document is sent via e-mail.
- 2) Send reviews and responses via e-mail as an attached document (preferably as a Word document). Include copies to all parties included in the Contacts List dated _____

Reviews

- 1) Identify the documents reviewed by sheet number and latest revision date. If dates vary, indicate the date of each document so that all parties can identify the documents reviewed. Indicate the date you received all information necessary to do the review. Normally this would be the date the Reviewer has both the written response and the revised drawings and specifications.
- 2) All recommendations must be specific. Indicate where to find the reviewed item and the specific outcome required, i.e. changes to be made, additional information to be provided, or clarifications required. If meeting a MSHDA Design Standard is the issue, reference the MSHDA Standard. Review comments are not limited to specific MSHDA Design Standards and Code issues. Reviewers may include any items that, in their professional opinion, would improve the design of the development or the effectiveness of the contract documents.
- 3) Send all reviews to the Architect of Record for the development as the person responsible for the response.
- 4) Continue the review process until the Architect has satisfactorily addressed all comments in the latest review response or until MSHDA accepts remaining responses in writing. If all review comments have been satisfactorily addressed in the construction documents, issue a final review with responses noted as satisfactory. The Reviewer may defer to MSHDA concerning any response the Reviewer feels appropriate to leave to a decision from the MSHDA Design Review staff.

Review Response

- 1) The Architect of Record is to respond to all portions of all reviews. If there are design professionals other than the Architect for Civil, Landscaping, PME, or other categories of work, their responses must be reviewed by the Architect and incorporated into the Architect's response. The Architect is responsible for confirming that consultants employed by the Architect or Sponsor receive reviews and other pertinent development correspondence, and for coordinating changes throughout the construction documents.
- 2) Indicate the Reviewer and the review date in the response. Retain in the response all comments made in the review, including comments noted as satisfactorily addressed in previous reviews.
- 3) The response must be specific as to what was done, why, and where the change is found in the contract documents. If no change is made, explain why. "See revised drawings", and "See revised specification", are not acceptable responses. Use a contrasting font for the response so the reader can differentiate the response from the text of the review. (Color can be used but should not be the sole means of telling the difference.)
- 4) If revisions have been made in response to the review, revised documents must be sent to the Reviewer as a condition for completing the review.
- 5) Provide a single set of drawings and specifications to each MSHDA assigned Consultant and only one set to the MSHDA Design Review Office in Lansing.
- 6) All Correspondence; Please include the MSHDA development name and number in all correspondence, including the subject line of all e-mail correspondence.

SAMPLE

DATE:

PROJECT:

ARCHITECT:

OWNER/SPONSOR:

PRELIMINARY REVIEW

This preliminary review is based on drawings dated 00/00/00. This review requires a response by the Architect. Copy the comments below into a word document and write a response to each review comment immediately after the comment. Email the response in accordance with the MSHDA Review Protocol. Use a font/color for reply comments that contrasts with review comments.

TITLE SHEET

1. With 24 units 2 must be type A per UFAS. With 3 units you meet that requirement. One additional unit is required per UFAS for hearing and visually impaired. You meet that requirement.
2. Item 6 in Division 7 specs notes a 16 mil EPDM roof membrane. Do you mean 60 mil?

SHEET C-201

1. No comments.

SHEET C-203

1. No comments.

SHEET C-205

1. Parking quantities comply with MSHDA standards and barrier free spaces provided meet code. Code requires that these spaces be the closest ones to the entry on an accessible route. The location indicated doesn't meet these criteria. Also with parking directly in front of the entry doors, the accessible route can be blocked by parked vehicles. I suggest that the accessible parking be moved in front of the doors and that the 8' access aisle for the van accessible parking be place directly in front of the entry walk.
2. I assume the rectangle that looks like a concrete pad is a dumpster pad. Please identify.
3. MSHDA standards require a 9' wide parking space. A waiver to go with the City of Grand Rapids standard will be required.

SHEET C-300

1. Verify the accessible route to the dumpster area.

SAMPLE

SHEET L-01

1. Why is landscaping shown all the way to Development St. Is this part of the project?

SHEET A1.0

1. No comments.

SHEET A1.1

1. Apartment 101:
 - a. I don't like accessing the apartment through the kitchen. Why can't you rearrange the access to the mechanical room and the tenant storage room to allow this apartment entry to come into the passage alongside the kitchen?
 - b. MSHDA Standards require a coat closet. If you make the change suggested in item "a" you could move the refrigerator into the kitchen and turn that alcove into a coat closet.
 - c. The pantry in the kitchen is a great idea! Door 101H must be accessible though.
 - d. The microwave above the range doesn't work for a barrier free unit which this unit is. It is not accessible to someone in a wheelchair.
 - e. The kitchen must have a 30" knee space somewhere for an accessible work station. Perhaps you can rework the pantry to provide for more counter space and allow for the work station.
 - f. Controls for garbage disposal, range hood and range light must be in an accessible location.
 - g. MSHDA Standards will require a light above the sink.
 - h. The bathroom is not accessible. The door lacks latch side clearance of 18" on the pull side.
 - i. There isn't enough space in the bathroom to permit proper access. The tub requires a 30" parallel approach free of interference from the water closet. There also doesn't appear to be enough room for either a 60" turning circle or a 60" Tee Turn. You need to do an accessibility study of this room and modify it so that a wheelchair can access it.
 - j. The hallway is not wide enough to the master bedroom. You need a minimum 42" wide hallway to approach door 101E.
 - k. Door 101E is not accessible. The latch side clearance on the pull side of the door must be 18".
 - l. Closet hanging space must be accessible. Doors must provide proper clearances and hanging rods must be at appropriate heights. Double rod hanging space is not accessible.
 - m. You must illustrate turning radius or Tee Turn in all rooms. Both bedrooms must be accessible.
 - n. Is the CMU wall to be exposed in the apartment? Without drywall and acoustical treatment I don't think it will meet acoustical requirements.
 - o. Provide acoustical information regarding all walls to common areas and between units.
 - p. Verify that the stacking washer and dryer illustrated is accessible. MBC doesn't require the laundry to be accessible but UFAS does. A front approach is acceptable under UFAS so if the door is accessible then the unit will be. Right now the door is not.
 - q. Where is the water heater for this unit?

SAMPLE

- r. MSHDA Standards require a patio or balcony. A waiver will be required for the plan as presented.
- 2. Lease Space 102 and 104 will require plumbing for restrooms.
- 3. Is there a machine room required for the elevator or is it all in the shaft?
- 4. What kind of access control will be provided at the building entries?
- 5. Apartment 103:
 - a. The unit entry may be ok but you need to illustrate that there is 18" of latch side clearance free of the refrigerator.
 - b. The microwave above the range doesn't work for a barrier free unit which this unit is. It is not accessible to someone in a wheelchair.
 - c. The kitchen must have a 30" knee space somewhere for an accessible work station.
 - d. Controls for garbage disposal, range hood and range light must be in an accessible location.
 - e. MSHDA Standards will require a light above the sink.
 - f. The bathroom is not accessible. The door lacks latch side clearance of 18" on the pull side.
 - g. There isn't enough space in the bathroom to permit proper access. The tub requires a 30" parallel approach free of interference from the water closet. You need to do an accessibility study of this room and modify it so that a wheelchair can access it.
 - h. Closet hanging space must be accessible. Doors must provide proper clearances and hanging rods must be at appropriate heights. Double rod hanging space is not accessible.
 - i. You must illustrate turning radius or Tee Turn in all rooms.
 - j. Is the CMU wall to be exposed in the apartment? Without drywall and acoustical treatment I don't think it will meet acoustical requirements.
 - k. Provide acoustical information regarding all walls to common areas and between units.
 - l. Verify that the stacking washer and dryer illustrated is accessible. MBC doesn't require the laundry to be accessible but UFAS does. A front approach is acceptable under UFAS so if the door is accessible then the unit will be. Right now you lack the proper front approach clearances.
 - m. Where is the water heater for this unit?
 - n. MSHDA Standards require a patio or balcony. A waiver will be required for the plan as presented.
- 6. Apartment 105:
 - a. The unit entry may be ok but you need to illustrate that there is 18" of latch side clearance free of the refrigerator.
 - b. The microwave above the range doesn't work for a barrier free unit which this unit is. It is not accessible to someone in a wheelchair.
 - c. The kitchen must have a 30" knee space somewhere for an accessible work station.
 - d. Controls for garbage disposal, range hood and range light must be in an accessible location.
 - e. MSHDA Standards will require a light above the sink.
 - f. The bathroom is not accessible. The door lacks latch side clearance of 18" on the pull side.
 - g. There isn't enough space in the bathroom to permit proper access. The tub requires a 30" parallel approach free of interference from the water closet. You need to do an accessibility study of this room and modify it so that a wheelchair can access it.
 - h. Closet hanging space must be accessible. Doors must provide proper clearances and hanging rods must be at appropriate heights. Double rod hanging space is not accessible.

SAMPLE

- i. You must illustrate turning radius or Tee Turn in all rooms.
 - j. Is the CMU wall to be exposed in the apartment? Without drywall and acoustical treatment I don't think it will meet acoustical requirements.
 - k. Provide acoustical information regarding all walls to common areas and between units.
 - l. Verify that the stacking washer and dryer illustrated is accessible. MBC doesn't require the laundry to be accessible but UFAS does. A front approach is acceptable under UFAS so if the door is accessible then the unit will be. Right now you lack the proper front approach clearances.
 - m. Where is the water heater for this unit?
 - n. MSHDA Standards require a patio or balcony. A waiver will be required for the plan as presented.
7. Apartment 107:
- a. MSHDA Standards will require a light above the sink.
 - b. MSHDA Standards require a patio or balcony. A waiver will be required for the plan as presented.
 - c. Is the CMU wall to be exposed in the apartment? Without drywall and acoustical treatment I don't think it will meet acoustical requirements.
 - d. Provide acoustical information regarding all walls to common areas and between units.
8. Community Room 120:
- a. Based on the apparent square footage of this room I think you may need a second means of egress. With square footage of over 700 SF you could have a meeting in this room with more than 50 persons which would require a second means of egress.
 - b. The kitchenette will need to be accessible.
 - c. The door to the bathroom can't interfere with the clear space required for the lavatory. Swinging the door out would resolve this.

SHEET A2.0

- 1. No comments.

SHEET A2.1

- 1. Apartment 201:
 - a. MSHDA Standards will require a light above the sink.
 - b. MSHDA Standards require a patio or balcony. A waiver will be required for the plan as presented.
 - c. Provide acoustical information regarding all walls to common areas and between units.
 - d. MSHDA Standards require a buffet as part of the dining area furnishings. I don't see one called out. Please clarify.
 - e. Dining area is to seat four. Only two are shown.
 - f. This unit does not provide the additional storage required by MSHDA Standards. How are the common area tenant storage units assigned? I will need to see comparable storage illustrated to meet the standards.
- 2. Apartment 202:
 - a. MSHDA Standards will require a light above the sink.
 - b. MSHDA Standards require a patio or balcony. A waiver will be required for the plan as presented.
 - c. Provide acoustical information regarding all walls to common areas and between units.

SAMPLE

- d. MSHDA Standards require a buffet as part of the dining area furnishings. I don't see one called out. Please clarify.
- 3. Apartment 203:
 - a. This unit has the same kitchen entry as the one on the first floor. Why can't you shift the sink peninsula to the right so that the entry could go directly to the living and dining area? The rod and shelf in the pantry could probably suffice for a coat closet.
 - b. MSHDA Standards will require a light above the sink.
 - c. MSHDA Standards require a patio or balcony. A waiver will be required for the plan as presented.
 - d. Provide acoustical information regarding all walls to common areas and between units.
 - e. MSHDA Standards require a buffet as part of the dining area furnishings. I don't see one called out. Please clarify.
 - f. This unit does not provide the additional storage required by MSHDA Standards. How are the common area tenant storage units assigned? I will need to see comparable storage illustrated to meet the standards.
 - g. Is the CMU wall to be exposed in the apartment? Without drywall and acoustical treatment I don't think it will meet acoustical requirements.

SHEET A2.2

- 1. Apartment 206:
 - a. MSHDA Standards will require a light above the sink.
 - b. MSHDA Standards require a patio or balcony. A waiver will be required for the plan as presented.
 - c. Provide acoustical information regarding all walls to common areas and between units.
 - d. Provide storage calculations to verify the unit meets MSHDA standards.
- 2. Apartment 207:
 - a. MSHDA Standards will require a light above the sink.
 - b. MSHDA Standards require a patio or balcony. A waiver will be required for the plan as presented.
 - c. Provide acoustical information regarding all walls to common areas and between units.
 - d. Provide storage calculations to verify the unit meets MSHDA standards.
- 3. Apartment 210:
 - a. MSHDA Standards will require a light above the sink.
 - b. MSHDA Standards require a patio or balcony. A waiver will be required for the plan as presented.
 - c. Provide acoustical information regarding all walls to common areas and between units.
 - d. The living room doesn't meet MSHDA standards for least dimension of 11'-6". From the back of the sofa to the opposing wall is only 10'-0".
 - e. The dining area is to seat four, you only show three.
 - f. The dining area is to have a buffet which is not shown.
 - g. Provide a breakdown of storage space in this unit to illustrate that it complies with MSHDA standards.
 - h. Is the CMU wall to be exposed in the apartment? Without drywall and acoustical treatment I don't think it will meet acoustical requirements.

SHEET A3.0

No comments.

SAMPLE

SHEET A3.1

1. Apartment 301:
 - a. MSHDA Standards will require a light above the sink.
 - b. MSHDA Standards require a patio or balcony. A waiver will be required for the plan as presented.
 - c. Provide acoustical information regarding all walls to common areas and between units.
 - d. MSHDA Standards require a buffet as part of the dining area furnishings. I don't see one called out. Please clarify.
 - e. The dining area is to seat four per MSHDA Standards. You only show two.
 - f. This unit does not provide the additional storage required by MSHDA Standards. How are the common area tenant storage units assigned? I will need to see comparable storage illustrated to meet the standards.
2. Apartment 302:
 - a. MSHDA Standards will require a light above the sink.
 - b. MSHDA Standards require a patio or balcony. A waiver will be required for the plan as presented.
 - c. Provide acoustical information regarding all walls to common areas and between units.
 - d. MSHDA Standards require a buffet as part of the dining area furnishings. I don't see one called out. Please clarify.

SHEET A6.0

1. No comments.

SHEET A7.0

1. Provide UL listings for rated assemblies.
2. Provide acoustical information regarding all walls and floor/ceiling assemblies.

SHEET A7.2

1. Is the thickened slab and footing detail a bearing wall? 12" seems rather narrow for a footing for a bearing wall.

You need to note water barrier behind the stone and brick in detail 2.