

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

AGREEMENT FOR PROFESSIONAL SERVICES

WITH

ON-SITE INSIGHT, INC.

THIS AGREEMENT is made and entered into as of the **1st day of January, 2023**, by and between the **MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY**, a public body corporate and politic ("**Authority**") and ON-SITE INSIGHT, INC., a foreign for-profit company ("**Contractor**") to provide Comprehensive Need Assessment ("CNA") services for Authority financed multifamily housing 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 Scope of Work, 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 **December 31, 2025**. *At its discretion, the Authority may extend this Agreement for up to two one-year periods.*

3. **Contract. Price and Payment.**

a. The total amount to be paid by the Authority to the Contractor under this Agreement shall not exceed **Seven Hundred Seventy five Thousand Dollars (\$775,000)**.

b. Out-of-pocket travel expenses (such as lodging, meals, standard rate mileage) are to be reimbursed according to the State of Michigan travel rate schedule, and Authority policy, in effect when the expenses are incurred. State travel rates are subject to change during the term of an awarded contract. Current travel information can be found here:

https://www.michigan.gov/dtmb/0,5552,7-358-82548_13132---,00.html

c. Payment will be made upon presentation of invoices submitted periodically for work performed. Invoices and statement should be submitted to the Authority's Contract Administrator and, collectively, must include the following:

- i The Authority's contract number as shown above.
- ii Specific service performed and campaign name, if applicable.
- iii Amount paid to date on this Agreement itemized by monthly expenditures and total expenditures to date.
- iv Invoice number and total amount due.
- v Name of point of contact for services that were performed.
- vi Contractor staff member(s) and their hourly rate(s) who performed the services being invoiced (if applicable).
- vii Copies of signed receipts indicating that deliverable assets produced during the billing period, including but not limited to electronic, printed and other produced materials have been delivered to the Authority during the billing period.

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

- c. WORK PERFORMED OR PROVIDED PRIOR TO THE TERMS OF THIS AGREEMENT SHALL NOT BE ELIGIBLE FOR PAYMENT UNDER THIS AGREEMENT.
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 or self-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 or self-insurance limits, the Contractor will furnish to the Authority proof of additional insurance or self-insurance as may be required. All insurance or self-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 seven 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 (see Section 11) any monthly reports prescribed in Exhibit A, attached and incorporated into this Agreement.

8. **Nondiscrimination.** In accordance with the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and Executive Directive 2019-09, the Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. 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:

Christopher P. Hesen
CEO
500 S Palm Canyon, Suite 206
Palm Springs, CA 92264
Phone: Phone 617-455-5575
Email: chesen@recapadvisors.com

The Authority designates the following individual as the **Contract Administrator** and is the only person authorized to process any modifications to the terms of this Contract, and any changes under this Contract:

Joe Kelly
Authority Buyer
735 East Michigan Avenue
Lansing, MI 48912
Phone: 517-241-7121
Email: kellyj11@michigan.gov

The Authority designates the following individual as the **Project Representative(s)** and will monitor and coordinate the day-to-day activities of the Contract.

Matt Bergeon
Director of Asset Management
735 East Michigan Avenue
Lansing, MI 48912
Phone: 517-241-8316
Email: bergeonm@michigan.gov

The Contractor shall contact only the designated Contract Administrator or Project Representative with any Authority-related questions, work requests, etc., as described in this Agreement, as well as any Authority-related questions, work requests, etc., falling outside the scope of this Agreement.

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 Project Persons.

- a. Definition of Project Persons. “**Project Persons**” shall be defined in this Agreement as individuals performing the Products and Services pursuant to this Agreement, and/or signed this Agreement on behalf of the Contractor. Project 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 Project Persons shall perform the Products and Services under this Agreement.
- c. Exhibit D - Project Personnel. If the Contractor (or Subcontractor) wishes to add an agent, employee, or independent contractor as Project Persons during the term of this Agreement, the Contractor shall complete and submit to the Authority an additional or revised Certificate Verifying Project Personnel of the Contractor / Subcontractor (“Certificate”), attached to this Agreement as Exhibit D, for that employee, agent, or independent contractor.

- 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 Project 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 Project Persons 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") to withhold the retiree's pension payments during the term of this Agreement. Find more information on the ORS website: <http://michigan.gov/ORS>.

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, during the term of this Agreement will not be employees of the State of Michigan or its units. The Contractor also acknowledges that within the one (1) year prior to the execution date of this Agreement none of its employees, members, agents, or subcontractors, or their immediate family members, were a public official, Authority Board member or Authority employee who made policy or had influence on decisions with respect to Authority properties/programs. Contractor further acknowledges that for a period of six (6) months after leaving employment with the Authority, (or longer if required by state or federal law) none of Contractor's employees, members, agents, or subcontractors shall be involved in any manner with any

development or program for which the former Authority employee, while employed by the Authority, was responsible for any decision making or had a direct involvement, unless permitted by state or federal law. 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 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 Project 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 Project Persons for the subcontractor shall be subject to the requirements set forth in Section 12 (Employees of Contractor or Project Persons) of this Agreement, including, but not limited to, the restrictions on pension payments if a pensioned retiree is a Project 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 times 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. **Survival.** Any right, obligation or condition that, by its express terms or nature and context is intended to survive, will survive the termination or expiration of this Agreement; such rights, obligations, or conditions include, but are not limited to, those related to insurance; indemnification and non-limitation of liability; disclosure of information; ownership of documents, reports and other products; and prohibited methods and disclosure.

25. **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.

26. **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.
27. **Counterparts.** This Agreement may be executed in several counterparts which together shall be deemed to constitute an original agreement.

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

ON-SITE INSIGHT, INC.

By: 

Christopher Hesen
Chief Executive Officer

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

By: 

Gary Heidel
Acting Executive Director

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MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

EXHIBIT A

SCOPE OF WORK

I. Overview

The Authority is contracting with a Comprehensive Needs Assessment service provider (“Contractor”) to complete CNAs for Authority-financed multifamily housing developments.

The Contractor will provide services to help address and determine the current and future physical and financial needs of Authority-financed multifamily developments projected over the next 20 years. The CNA will enable the Authority to accurately determine the current and future physical needs of Authority-financed developments while also ensuring that adequate funding exists to maintain the developments in safe, decent, and sanitary condition over the next 20 years. The current condition and future physical needs are established through a detailed physical inspection of the development. Projected financial needs to maintain the physical condition of the development are established through a detailed analysis of the financial history, current status including escrow balance and funding levels, and future needs based on results of the physical inspection.

In addition, the Contractor will provide these services to identify the physical needs and resulting needed funding for the Authority’s aging portfolio. The services will protect the Authority’s mortgage loan interests by assuring adequate funding and completion of physical repairs on multifamily developments which are eight or more years old. The CNA is used in budget preparation, determining rent increases, prioritizing the use of development reserves which include replacement reserve and surplus cash and planning for future physical and financial needs of the developments. The CNA is used extensively with Preservation proposals.

The previous CNA must be updated to reflect current physical conditions and Replacement Reserve funding if a development has an existing CNA that is ten or more years old OR the Authority has specifically requested a CNA. This will include a complete re-inspection of the development, analysis of Replacement Reserve funding and recommendations for funding adjustments if necessary.

The Authority reserves the right to add or delete properties to 2023-2027 CNA Property List (“Exhibit C”) during the term of this contract.

Preservation CNAs will be completed when specifically requested by the Authority. Additional detail is found in Section II.B.4 and 5 below.

The Contractor will also advise and educate Authority representatives related to contractor services sought as outlined below.

II. Objectives, Tasks & Activities

A. General Objectives. To successfully perform the services described in Section I above, the Contractor must meet the following general objectives:

1. Provide a detailed physical inspection of development.
2. At a minimum in multifamily developments, 10% of the units will be individually inspected in developments with 150 or more units and 15% of the units will be inspected on developments with 149 or less units. Each type of unit must be included in the inspection process.
3. Verify dimensional data from plans and/or field measurements to assure proper costing of repairs and/or replacement.
4. Review and analyze capital expenditures, escrow balances and resulting future financial needs.
5. Provide a detailed analysis of the Replacement Reserve escrow and estimated future needs that will need to be completed for a 20-year term.
6. Provide a preliminary report for each development with detailed narrative presentation, photographs enhanced with graph presentations and spreadsheet format for projected Capital Needs and Replacement Reserve funding of the development.
7. The preliminary report will be reviewed with Authority staff, the management agent, and/or owner. A final report will then be prepared.

B. General Tasks & Activities To achieve the objectives, the Contractor shall perform the following activities:

1. The Authority will receive five (5) printed and bound copies each of the preliminary and final report. In addition, the Physical Needs Assessment Narrative, Fannie Mae Spreadsheet, Capital Needs Summary, and Replacement Reserve Analysis will be received on CD or electronically using Microsoft Word and Excel format with each report.
2. The Contractor will complete between one and three (1-3) CNAs each month unless an accelerated or reduced rate is agreed to by both parties. The Contractor will be expected to complete between forty and sixty (40-60) CNAs each year over a five-year period unless otherwise directed by the Authority. The Contractor will be responsible for all scheduling, notifying specific developments and Authority staff of dates for completion of CNAs. Unless otherwise acceptable to all parties, at least 30-days advance notice of impending inspections will be provided to the development and Authority. At least 15 calendar days' notice of inspection date and time will be provided to the development and Authority for specific site inspections.

3. During the five-year term of the agreement, the Authority may request priority for approximately 40 developments for completion of a CNA. A priority may be placed resulting from an application for preservation, refinancing, sale, workout, etc. The Contractor will make necessary arrangements to complete such priority CNAs as soon as reasonably possible.
4. Developments identified for Preservation will include a special Capital Needs Analysis and related Replacement Reserve Analysis. These analyses will include a substantial amount of development capital needs to be completed in year one. Appropriate additions to the narrative section of the CNA will be required to reflect the Preservation proposal.
 - a. An Excel spreadsheet listing all capital improvements for the duration of the CNA is to be provided. The spreadsheet shall be laid out to easily track changes from the initial to final Preservation Capital Needs Assessment (PCNA).
5. To the extent available, the Authority and/or management agent will provide the Contractor with:
 - a. Development and management agent names, addresses, phone numbers and contract persons.
 - b. Access to original plans and specifications.
 - c. Financial information including escrow balances, mortgage amounts and terms, monthly escrow balances, previous 12-months income and expenses, monthly escrow deposits, mortgage maturity dates, and any other pertinent information requested by the Contractor.
 - d. Access to developments.

C. Specific Tasks & Activities. The Contractor shall perform the tasks/activities and complete the objectives in accordance with the following standards:

1. At a minimum in multifamily developments, 10% of the units will be individually inspected in developments with 150 or more units and 15% of the units will be inspected in developments with 149 or less units. Each type of unit must be included in the inspection process.
2. Provide detailed physical inspection of development including: (a) site concrete/asphalt walks, driveways, parking areas and play areas; (b) site lighting must be reviewed along with plantings, lawn areas, grading for soil erosion and trash dumpster areas; (c) all interior and exterior building components, including common area and unit plumbing, mechanical and electrical systems.
3. Dimensional data will need to be obtained from plans and/or field measurements to assure proper costing of repairs and/or replacement.

4. Review and analysis of capital expenditures, escrow balances and resulting future financial needs. A detailed analysis of the Replacement Reserve escrow and estimated future needs will be completed for a 20-year term.
5. Provide a preliminary report for each development with detailed narrative presentation, photographs enhanced with graph presentations and spreadsheet format for projected Capital Needs and Replacement Reserve funding of the development. Reports will be developed with the Fannie Mae model for multifamily physical needs assessments or another similar product approved by the Authority.
6. The preliminary report will be reviewed with Authority staff, the management agent, and/or owner. Developments noted to be “troubled” or with otherwise unique conditions may, at the discretion of the Authority, require face-to-face meetings with the Contractor. Such meetings will be conducted at the Authority’s Detroit or Lansing office (or other agreeable location) at such time as the Contractor has staff available in Michigan. The Contractor will have staff available in Michigan at least once a month for the duration of the contract. A final report will then be prepared and delivered.

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MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

EXHIBIT B

PRICING

**MSHDA 2023-2027 FLAT FEE CAPITAL NEEDS
ASSESSMENT PRICING**

	2023	2024	2025	2026	2027
Previously Seen Properties	\$ 5,850	\$ 5,950	\$ 6,050	\$ 6,150	\$ 6,250
New Properties	\$ 5,950	\$ 6,050	\$ 6,150	\$ 6,250	\$ 6,350
Preservation Transactions	\$ 6,000	\$ 6,100	\$ 6,200	\$ 6,300	\$ 6,400

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

EXHIBIT C

2022-2027 CNA PROPERTY LIST

MSHDA#	Name	Cutoff	Last CNA Date		Next CNA
934	BAY HILL	8/11/2016	9/6/2019		2023
1054	BIG BEND APTS.	11/1/2004	3/4/2013		2023
524	BRETON VILLAGE GREEN	12/23/2016	9/28/2015		2023
528	CALUMET	1/11/2008	10/28/2013		2023
630	CAPITOL COMMONS	2/4/2016	9/4/2012		2023
1727	CEDARSHORES	5/30/2016	7/8/2021		2023
929	CENTRE STREET VILLAGE	5/11/2015	7/25/2013		2023
330	CHARRING SQUARE	12/28/2007	10/7/2013		2023
3634	COLUMBIA COURT*	5/6/2016	6/24/2014		2023
1066	CREEKSIDE VILLAGE	2/11/2006	10/24/2013		2023
1071	DEER CREEK	3/23/2006	10/3/2013		2023
1042	ELMHAVEN MANOR	4/12/2005	11/27/2013		2023
1077	EMERALD CREEK II	9/29/2005	7/26/2013		2023
1842	FALCON WOODS APTS	6/22/2016	5/16/2014		2023
1409	FIELD STREET I LDHALP	3/13/1993	8/20/2013		2023
1414	FIELD STREET II LDHA LP	12/20/1997	8/20/2013		2023
546	FRASER WOODS	10/20/2016	6/24/2014		2023
1044	GREEN MEADOWS	1/24/2004	4/11/2013		2023
999	HOPE WOODS SENIORS	12/7/2004	11/4/2013		2023
848	JEFFERSON MEADOWS	3/30/2007	12/2/2013		2023
3630	LINCOLNSHIRE TOWNHOMES	5/5/2016	6/17/2014		2023
935	MARSH POINTE	12/5/2016	9/5/2018		2023
3489	MARSH RIDGE - NEW	10/1/2016	10/12/2016		2023
527	MCCOY TOWNHOUSES	4/24/2008	11/4/2013		2023
526	MCDONALD SQUARE	9/4/2007	12/2/2013		2023
38	MEADOW LANES APARTMENTS	10/13/2016	9/12/2013		2023
1040	MEADOWS @ BROWNSTOWN	1/19/2005	9/19/2013		2023
1032	NISBETT & FAIRMAN	4/4/2004	2/25/2013		2023
1026	OAKHAVEN MANOR	1/6/2004	2/25/2013		2023
3051	PARK PLACE APARTMENTS	7/18/2006	10/7/2013		2023
537	PARKWAY MEADOWS	12/31/2016	8/1/2014		2023
3540	PHELPS SQUARE	6/11/2016			2023
1061	REDFORD MANOR	2/16/2006	9/12/2013		2023
3030	ROMULUS TOWER	12/16/2006	10/3/2013		2023
1081	ROSEWOOD RIVERSIDE	1/30/2006	8/19/2013		2023
960	SHILOH COMMONS	5/11/2015	10/13/2014	Preservation	2023

614	SOUTH HILL APTS	8/20/2007	12/2/2013		2023
3486	ST GEORGE TOWER*	8/31/2016	8/16/2012		2023
1086	STONEBRIDGE APTS.	8/7/2005	6/17/2013		2023
3542	STONEBROOK I & II	8/31/2016	8/9/2021		2023
1065	STONEY CREEK VILLAGE	1/24/2005	9/19/2013		2023
3640	SWAYZE COURT	11/29/2016			2023
693	VILLAGE PARK	7/29/2016	7/2/2018		2023
346	WAYNE TOWER	12/1/2006	1/28/2013		2023
1063	WILLOW GROVE TOWNHOUSES	12/1/2005	10/24/2013		2023
3708	AHEPA 371*	10/23/2017			2024
1425	ARBORDALE APTS	4/30/2017	8/24/2015		2024
899	BALDWIN HOUSE	1/1/1995	3/26/2014		2024
1072	BAYBERRY FARMS	4/14/2005	9/2/2014		2024
3119	BRAIDWOOD MANOR APARTMENTS	10/1/2007	4/16/2014		2024
468	BURTON PLACE	5/23/2019	11/10/2014		2024
573	BUTTERNUT CREEK	2/22/2011	10/13/2014		2024
749	CAPITOL COMMONS II	8/4/1989	2/27/2014		2024
3523	CARSON SQUARE APTS	4/14/2017			2024
3748	CHASE RUN APTS	12/21/2017	9/5/2019		2024
1076	CROSSROADS APTS.	3/2/2005	4/7/2014		2024
462	CROSTOWN PARKWAY	7/29/2008	3/3/2014		2024
1039	DUVERNAY PARK	6/19/2004	9/15/2014		2024
3061	ELMCREST VILLAGE	8/31/2006	9/2/2014		2024
1104	EMERALD PARK II	6/7/2006	5/5/2014		2024
3037	EMERALD WOODS	6/26/2007	5/5/2014		2024
546	FRASER WOODS	10/20/2016	6/24/2014		2024
1083	GIBRALTAR MANOR	9/8/2006	6/24/2014		2024
641	GREENBRIAR APTS	1/29/2010	8/15/2014		2024
575	HILLSDALE/BEACON HILL	2/22/2011	10/27/2014		2024
883	HOPE SENIOR APTS.	6/15/1994	10/30/2014		2024
1106	ISLAND CITY APARTMENTS	4/6/2007	7/30/2014		2024
962	KEARSLEY-DALY VILLA	10/2/1999	9/15/2014		2024
1124	KINGSBURY PLACE APARTMENTS	1/0/1900	12/9/2014		2024
61	LIBERTY COMMONS	11/24/2006	11/12/2014		2024
1051	LOCKWOOD OF FENTON	11/7/2007	8/5/2014		2024
1055	MAPLE RIDGE WEST	1/30/2005	9/15/2014		2024
631	MAPLE VILLAGE	2/2/2017	9/23/2020		2024
1100	MAPLE VILLAGE II	2/20/2007	9/22/2014		2024
3688	NORTHWIND APT HOMES	9/21/2017			2024
3603	PARKVIEW APTS	3/25/2017	8/18/2014		2024
700	PINE CREEK	11/30/1988	7/14/2014		2024
566	RIVERFRONT	5/12/2017	3/11/2022		2024

3059	RIVERVIEW TERRACE - Petosky	8/31/2006	7/30/2014		2024
1102	SETTERS POINTE II	5/24/2006	10/13/2014		2024
3029	SOLBERG TOWER	12/16/2006	4/7/2014		2024
3031	THE VILLAGE AT APPLIEDORN	6/17/2007	8/21/2014		2024
597	VAN DYKE CENTER	8/27/2007	6/2/2014		2024
3027	VICTORIAN TRAILS	8/19/2007	10/20/2014		2024
1110	VILLAGE AT BAY RIDGE II	11/15/2006	10/3/2014	Preservation	2024
564	VILLAGE MANOR	6/28/2017	1/23/2015		2024
1101	VILLAGE OF OAKLAND WOODS II	9/28/2007	10/27/2014		2024
15	WALLED LAKE VILLA	6/30/2017	11/20/2015		2024
1088	WHITE PINES	6/29/2006	10/13/2014		2024
436	YOUNG MANOR	2/1/2007	5/5/2014		2024
1036	1777 HASLETT ROAD	9/17/2007	6/11/2015		2025
3549	435 LAGRAVE @ TAPESTRY SQUARE	2/18/2018			2025
1635	AMBROSE RIDGE APTS	6/7/2018			2025
3003	BELLEVIEW PLACE II	5/2/2007	4/30/2015		2025
654	BIRCH PARK	12/14/2012	2/23/2015		2025
926	BRACKEN WOODS	1/20/2018	2/23/2015		2025
1410	CARRIAGE TOWN SQUARE APARTMENT	1/30/1995	4/27/2015		2025
3020	CARROT WAY APTS	2/14/2006	9/4/2015		2025
980	CEDARWOOD SR. APTS.	2/17/2001	6/11/2015		2025
1041	COUNTRY VILLAGE	7/15/2006	4/30/2015		2025
671	COVENTRY WOODS	5/18/2006	2/18/2015		2025
289	DAUNER HAUS	8/18/2008	2/27/2015		2025
1096	DELHI STRATFORD	10/18/2006	9/4/2015		2025
3150	DUKE BARRINGTON APARTMENTS	1/0/1900	8/14/2015		2025
968	GRANDHAVEN MANOR	1/27/2001	8/3/2015		2025
1084	GREEN PARK TOWNHOMES	9/2/2006	3/13/2015		2025
508	GREENWOOD VILLA	4/13/2018	8/1/2020		2025
1443	HERON COURTYARD	1/0/1900	8/3/2015		2025
513	LAKELAND PLACE	10/27/1978	8/19/2015		2025
993	LAKESHORE VILLAGE II	11/30/2018	7/9/2009		2025
1089	MALLARD POND	3/23/2007	8/14/2015		2025
758	MILL PARK TOWNHOMES	12/15/1988	4/3/2015		2025
622	OTSEGO	4/28/2018	5/13/2019		2025
246	PINE OAK	1/0/1900	3/6/2015		2025
1080	PRESTON POINTE	1/0/1900	2/18/2015		2025
3639	PRESTWICK VILLAGE	4/17/2018	None		2025
1090	QUAIL RIDGE	2/23/2007	8/14/2015		2025
352	RENAISSANCE OF BRIDGE VILLAGE	5/31/2018	5/30/2018		2025
134	RIVERVIEW TERRACE - Adrian	9/30/2003	1/2/2015		2025

2193	SILVER CREEK	2/27/2018			2025
966	STONEBROOK III	2/20/2007	6/1/2015		2025
697	SUMMER HAVEN	2/18/2014	9/21/2015		2025
976	THE VILLAGE AT BAY RIDGE	3/24/2001	8/20/2015		2025
564	VILLAGE MANOR	6/28/2017	1/23/2015		2025
906	VISTA VILLA	2/4/1995	1/15/2015		2025
15	WALLED LAKE VILLA	6/30/2017	11/20/2015		2025
3724	WOODLAND PLACE	10/17/2018			2025
1654	ASHTON RIDGE APTS	7/31/2019	3/12/2020		2026
1655	ASPEN HILLS*	8/29/2019	10/4/2021		2026
3759	BETHANY VILLA I & II*	5/30/2019			2026
468	BURTON PLACE	5/23/2019	11/10/2014		2026
3074	COBBLESTONE VILLAGE APARTMENTS	8/12/2008	9/19/2016		2026
3098	EMERALD WOODS SENIOR	12/7/2008	4/29/2016		2026
3341	HEARTHSTONE APARTMENTS	11/30/2010	4/6/2016		2026
3602	HEATHER GARDENS	3/30/2019	2/16/2022		2026
904	HELEN ODEAN BUTLER APARTMENTS	5/20/1996	12/5/2016		2026
3746	KAMPER STEVENS*	6/20/2019	5/14/2021		2026
1025	LAKE HURON WOODS SR.	1/7/2005	12/7/2016		2026
3716	LAKESHORE VILLAGE III	9/5/2019			2026
992	LIGHTHOUSE VILLAGE	12/19/2001	4/29/2016		2026
974	LOST CREEK	5/31/2000	3/11/2016		2026
967	M.A.HOUSTON APTS.	10/24/2019	5/8/2015		2026
684	NEW CENTER COMMONS	10/27/2010	8/15/2016		2026
3013	NORTHLAND MEADOW	3/16/2008	12/19/2016		2026
3022	OTTAWA COUNTY SUPPORTIVE HOUSING	6/7/2008	10/19/2016		2026
1123	PINEBROOK MANOR	5/19/2005	11/14/2016		2026
3089	POND STREET VILLAGE	12/21/2008	8/15/2016		2026
991	SWANHAVEN MANOR	1/3/2002	10/24/2016		2026
1002	THORNTREE	10/31/2001	7/29/2016		2026
3057	TOWNLIN APARTMENTS	3/15/2008	8/15/2016		2026
147	TRADEWINDS EAST	3/31/1975	7/29/2016		2026
882	UNIVERSITY CLUB APTS	2/28/1994	4/29/2016		2026
2276	WALNUT GROVE	6/7/2019			2026
885	WAVERLY MEADOWS	11/24/1993	9/22/2016		2026
950	WAVERLY MEADOWS II	6/23/1998	9/22/2016		2026
3783	WESTCHESTER VILLAGE APARTMENTS EAST*	5/11/2019			2026
3760	WESTCHESTER VILLAGE APARTMENTS NORTH*	7/11/2019			2026

3050	WHITE PINES II	2/9/2008	6/24/2016		2026
3252	ALPINE ALTEN ZIMMER APARTMENTS	9/1/2010	5/8/2017		2027
1016	AMERICAN HOUSE NORTH	5/4/2003	11/7/2017		2027
925	AVERY SQUARE	3/2/1998	3/8/2017		2027
3166	BAY POINTE APTS	2/4/2008	10/2/2017		2027
920	BENJAMIN MANOR	8/3/2013	5/25/2017		2027
577	BIRCHWOOD MEADOWS	11/30/2010	1/23/2017		2027
832	BROOKWOOD APTS.	3/24/1992	7/25/2017		2027
280	BUENA VISTA/GLENDALE	3/31/1975	4/10/2017		2027
3083	CAMBRIDGE WOODS	8/28/2009	7/24/2017		2027
658	CAMELOT HILLS	12/1/2020	10/22/2021		2027
863	CHENE PARK COMMONS	1/31/1993	6/19/2017		2027
842	CIRCLE DRIVE APTS.	1/4/1992	4/27/2017		2027
888	CIRCLE DRIVE II	10/30/1993	4/27/2017		2027
1020	COASTAL CROSSING	2/5/2003	6/6/2017		2027
893	COLONIAL MEADOWS	1/0/1900	5/8/2017		2027
823	CRYSTAL LAKE APTS	4/8/1990	7/5/2017		2027
1031	EMERALD CREEK	5/27/2003	5/22/2017		2027
3042	ERWIN ESTATES	6/21/2008	1/20/2017		2027
3811	EVERGREEN NORTH*	3/1/2020	10/2/2021		2027
3812	EVERGREEN SOUTH*	3/1/2020	10/1/2021		2027
341	FRIENDSHIP MANOR	6/4/2020	10/2/2021		2027
3832	GENESIS VILLAS II	2/1/2020			2027
574	GREENTREE APARTMENTS	6/29/2010	3/23/2017		2027
1012	HARBOUR POINTE	4/1/2003	3/27/2017		2027
735	HIDDEN PINES/BONNIE BROOK	12/14/1987	8/10/2017		2027
1021	HILLSIDE CLUB APTSII	1/3/2003	11/28/2017		2027
1009	HORIZON POINTE	8/30/2002	8/10/2017		2027
699	JEFFERSON ST SQUARE	3/22/2002	5/1/2017		2027
3008	KINGSTON PLACE	12/19/2009	7/24/2017		2027
3801	LABELLE TOWERS*	5/14/2020	10/20/2021		2027
663	LAWRENCE PARK	4/20/2006	9/18/2017		2027
3039	LEXINGTON SQUARE APARTMENTS	12/2/2007	5/9/2017		2027
507	LONGFELLOW TOWER	4/14/2011	6/6/2017		2027
3180	MAPLEWOOD MANOR SENIOR HOUSING	7/31/2009	10/2/2017		2027
1045	MARSH RIDGE III	8/13/2020	7/7/2022		2027
1005	MEADOWVIEW GARDENS (AKA LOCKWOOD OF BURTON)	11/12/2002	3/3/2017		2027
3275	MEDICAL CENTER FAMILY	12/21/2010	7/5/2017		2027
302	MEDICAL CTR VILLAGE	12/21/2010	6/19/2017		2027

1018	MISTY COVE APTS.	12/22/2002	6/19/2017		2027
3428	OAKLAND PARK TOWER*	2/28/2020			2027
3007	OLIVER GARDENS	2/11/2008	5/8/2017		2027
944	PALMER COURT	12/26/2002	9/27/2017		2027
488	PARK FOREST	2/22/2020	10/2/2021		2027
798	PRINCE HALL PLACE	8/17/1990	8/23/2017		2027
1019	RIETZ PARK	12/17/2002	8/10/2017		2027
608	RIVERSIDE TOWNHOUSES	8/16/2011	7/6/2017		2027
432	RIVERVIEW TOWER	9/15/2020	10/20/2021		2027
444	ROBERTS III	10/31/2020	None		2027
1022	ROSEWOOD PARK	3/17/2003	7/5/2017		2027
3109	SAW MILL ESTATES (FAMILY)	1/20/2009	3/30/2017		2027
3052	SAWMILL ESTATES SENIOR	4/20/2009	4/3/2017		2027
961	SILVER STONE	6/25/2000	4/6/2017		2027
3056	SUNRISE VILLAGE SENIOR	4/30/2008	5/9/2017		2027
1033	VALLEY VIEW III	12/1/2003	1/20/2017		2027
3758	VILLAGE AT ROSY MOUND	1/19/2020			2027
3047	VILLAGE OF SPRING MEADOWS	11/29/2008	3/17/2017		2027
37	WELLS VILLA APARTMENTS	8/29/2003	5/4/2017		2027
3795	WEST HIGHLAND APARTMENTS*	1/12/2020			2027

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

EXHIBIT D

PROJECT PERSONNEL

**CERTIFICATE VERIFYING PROJECT PERSONNEL OF THE
CONTRACTOR/SUBCONTRACTOR**

The Contractor/Subcontractor acknowledges that the following personnel are Project Personnel of the Contractor/Subcontractor:

(1) Name Christopher P. Hesen
(Print or type name above line)

Title with Contractor/Subcontractor CEO

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

(2) Name Stephen G. Ninos
(Print or type name above line)

Title with Contractor/Subcontractor Senior Associate

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

(3) Name Daniel Iles
(Print or type name above line)

Title with Contractor/Subcontractor Senior Associate

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

(4) Name Matthew Chown
(Print or type name above line)

Title with Contractor/Subcontractor Senior Associate

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

(5) Name Bruce Hutchinson
(Print or type name above line)

Title with Contractor/Subcontractor Senior Associate

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

(6) Name Tina Cardoso
(Print or type name above line)

Title with Contractor/Subcontractor Senior Associate

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

(7) Name Tyler Hesen
(Print or type name above line)

Title with Contractor/Subcontractor Operations Coordinator

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

Name of Signatory for Contractor/Subcontractor:

Printed Name: Christopher P. Hesen
(Print or type name above line)

Its: CEO

Signature: _____

Federal Identification Number: _____

Pensioned Retirees (2007, MCL 38.68) (12/7/07 Rev)