

## **EXHIBIT "A"**

### **AMENDMENT TO AIA DOCUMENT B 108-2009 Standard Form of Agreement Between Owner and Architect for Design Services**

The Provisions of this Amendment supersede and void all inconsistent provisions of the Agreement.

1. The Owner and the Architect represent that they are familiar with the MHDC requirements, including all standards as set forth in publications given to them by MHDC for this Project and will perform all services in accordance with the applicable requirements of MHDC.
2. The Owner and the Architect recognize the interest of MHDC in the Project and any action or determination by either the Owner or the Architect is subject to acceptance or rejection by MHDC.
3. The portion of the Architect's services and responsibilities and the Owner's responsibilities shall not be sublet or delegated to anyone not acceptable to MHDC.
4. The Owner agrees to follow MHDC requirements regarding the use of off-the-shelf design plans and provide MHDC a copy of the invoice and the terms of the purchase which demonstrate whether the Owner has a right to reproduce the off-the-shelf design plans for future use, whether the Owner has a right to vary from the original plan, and whether the Architect of record has been given the right to (a) make minor modifications and /or define in further detail all portions of the off-the-shelf design plans as may be necessary for the site where the improvements are to be constructed; (b) take possession, sign, seal and date the off-the-shelf design plans.
5. The Architect will advise MHDC as well as the Owner of any omissions, substitutions, defects and deficiencies observed in the Work of the Contractor while Architect is on site per Section 8 of this agreement.
6. An Architect licensed in the State of Missouri shall stamp all drawings, specifications, "ASIs", "DSIs", and change orders.
7. The Architect shall sign off on monthly inspection reports and the final inspection report before its submission to MHDC and shall issue Certificates of Payment and Certificates of Substantial Completion. These certificates shall be in the form prescribed by MHDC.
8. The Architect of record shall make a minimum of (*check one*)  one visit,  two visits to the project per month throughout the construction period. MHDC in its sole discretion has the right to request additional inspections by the Architect as it deems necessary. Copies of the inspection reports shall be provided to MHDC by the Architect.
9. The Architect of record shall perform a footing/foundation inspection at the first available building and subsequent footing/foundation inspections as available at regularly scheduled field visits. Architect shall also conduct an open wall inspection of each building prior to installation of sheet rock (drywall). Copies of these inspection reports shall be provided to MHDC by the Architect.
10. The Architect will furnish copies of all field orders and field reports to MHDC in addition to the Owner.
11. The agreement shall not be terminated without five days prior written Notice to MHDC.

12. The Owner and the Architect shall recognize as a valid reason for termination, any request by MHDC for termination because of inadequate performance, undue delay or representation which may make the further services of the Architect unacceptable to MHDC.

13. If the Project for which the drawings or specifications prepared by the Architect has not been completed and there is a default or foreclosure, MHDC may use the drawings or specifications to complete construction of the Project without additional cost.

14. The Architect, Contractor, Owner and MHDC shall participate in a post construction punchlist inspection (Latent Defects Inspection) no sooner than nine (9) months after the date of Substantial Completion, nor later than eleven (11) months. The Architect shall issue a list of construction contract punchlist defect items arising out of this inspection which shall be acknowledged by the Owner, Contractor and MHDC.

(Seal)  
Attest:

\_\_\_\_\_

**OWNER:**

By: \_\_\_\_\_

(Seal)  
Attest:

\_\_\_\_\_

**ARCHITECT:**

By: \_\_\_\_\_