OWNER-ARCHITECT AGREEMENT FOR
DESIGN AND ADMINISTRATION SERVICES

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY
735 East Michigan Avenue, Lansing, Michigan 48912

THIS AGREEMENT made on _____ by and between _____

_____

(the "Owner"), whose address is _____

and _____

(the "Architect"), a Michigan _____, whose address is _____

_____.

R E C I T A L S:

A. The Owner intends to undertake and complete the design and construction or rehabilitation of a housing development identified as _____, MSHDA Development No. _____, including all the usual, appropriate and necessary improvements related thereto (the "Development").

B. The Owner intends to obtain financing for the construction or rehabilitation of the Development from the Michigan State Housing Development Authority (the "Authority") and has applied to the Authority for a mortgage loan (the "Mortgage Loan") to finance the construction or rehabilitation.

C. If the Authority approves and makes the Mortgage Loan the Owner may assign its interest in this Agreement to _____ Limited Dividend Housing Association Limited Partnership, a Michigan limited partnership, which shall own and construct the Development and shall assume all rights and responsibilities of the Owner under this agreement and shall be referred to herein as the Owner.

D. The Architect is a duly qualified and licensed architect or architectural firm possessing the necessary personnel, skills, experience and resources to undertake the design of the Development, to review, report on and administer the construction thereof, and to perform all other services and other obligations set forth herein.

E. The Owner desires to retain the Architect; and the Architect desires to perform the services set forth in this Agreement.

NOW, THEREFORE, the Owner and the Architect agree as follows:

1. **General Nature of Services.** The Architect shall perform or cause to be performed all architectural and related programming, designing, drafting, review, evaluation, administration and other

services necessary to complete the design of and administer the construction contract for the Development as described in this Agreement, and such other services as are usual and customary in a housing development of the nature of that contemplated hereunder (the "Architectural Services"). All services and submissions of the Architect shall conform to the standards and procedures contained in the Authority's "MSHDA Standards of Design," and any other standards and procedures as may be in effect on the date of this Agreement and subsequent amendments or supplements thereof. If the Development is to receive federal assistance, Section 504 of the Rehabilitation Act of 1973 applies, and all service and submissions of the Architect shall also comply with the Minimum Guidelines and Requirements for Accessible Design as contained in 36 CFR Part 1190, *et seq*, or any subsequent replacement regulations, as well as the HUD Minimum Property Standards, and Manual of Acceptable Practices.

This Agreement may be amended to include subsequent amendments or supplements to the aforementioned standards and procedures providing the Architect is compensated for extra work of a substantial nature at a rate agreed upon by the Owner and the Architect for such services.

2. **Design Services.** The Architect represents hereby that it is familiar with all processing requirements of the Authority as set forth in the publications designated in Section 1. Subject to the following paragraph, the Architect agrees to perform all services as required in such publications at the times and as required therein. If (a) a conflict arises between any provisions of this Agreement and such publications or other requirements and (b) the Authority gives the notice of the conflict to the Architect, then the provisions of this Agreement shall control.

The Architect represents that it, or its agents and subcontractors will provide all design and engineering services described herein and as necessary to the construction of the Development (the "Design Services") EXCEPT the following:

Site Engineering, to be provided by:_____

Mechanical engineering, to be provided by:_____

Electrical engineering, to be provided by:_____

Landscape design, to be provided by:_____

Other (specify) _____

_____

NO EXCEPTIONS:_____.

In the event that the Architect or its agents and subcontractors are not providing any of the Design Services designated above, the Owner represents that such services will be provided by a professional firm, licensed to provide the service specified and the Architect certifies that any services provided will be incorporated into the Architectural Documents (as defined below). The Architect further represents that it will review all Architectural Documents and that all such Architectural Documents will comply with applicable zoning laws, building, housing and other codes, ordinances and regulations, the MSHDA Standards of Design, and applicable federal requirements (if any), and that it will examine the Architectural Documents prepared by other parties to verify that the Development can be constructed in accordance with the Architectural Documents.

3. **Schedule.**

a. The Architect agrees to meet with an Authorized Officer of the Authority and the Owner to establish a development design progress schedule. All parties shall take reasonable efforts to adhere to this schedule.

b. The Architect shall consult with the Owner and the Authority periodically in order to ascertain the requirements for processing of the Development proposal, for the construction budget for the Development (the "Construction Budget") and for the design of the Development, and shall confirm such requirements with the Owner.

c. The Architect shall submit all applicable color and material samples to the Owner and the Authority for approval at or before the Owner's second draw for construction costs.

d. The Architect shall prepare and submit to the appropriate governmental authorities all documents required by applicable laws, ordinances and regulations for which local governmental approval is necessary.

4. **Architectural Documents**

a. The Architect shall prepare, for approval by the Owner and the Authority, architectural documents (the "Architectural Documents") consisting of drawings and specifications setting forth in detail the requirements for the construction or rehabilitation of the entire Development.

b. The Architect shall review the proposed Architectural Documents with the general contractor selected by the Owner (the "Contractor") in order to verify that the design is within the approved Construction Budget. The Architect shall provide the Owner with a written statement to the effect that the Architect has reviewed the proposed Architectural Documents, using reasonable care and diligence, and that to the best of its knowledge, information and belief, the cost of completing the construction or rehabilitation of the Development in accordance with the Architectural Documents is within the approved Construction Budget.

c. If revisions are required to the Architectural Documents between the date that the Architectural Documents receive final approval by the Authority and the initial disbursement of funds by the Authority ("Initial Closing") due to changes required by local governmental authorities or, because of construction cost increases, to stay within the approved Construction Budget, the Architect shall perform all such revisions at its sole cost and expense. If, however, a substantial lapse of time has occurred between the date of final approval and Initial Closing, the Architect shall be additionally compensated for any substantial revisions required to accommodate subsequent increases in the Trade Payment Breakdown, at a rate agreed upon by the Owner and the Architect. All such revisions must be approved by the Authority.

d. The Architect shall assist the Owner in submitting and revising any Architectural Documents required for the approval of governmental authorities having jurisdiction over the Development. The Architect shall be compensated for this service only if additional compensation is being paid for substantial revisions as provided in Section 4.c. above.

5. **Contract Negotiation.** If requested by the Owner, the Architect shall assist the Owner in negotiating a proposal from the Contractor and preparing a contract for the construction or rehabilitation of the Development (the "Contract").

6. **Distribution of Architectural Documents.** The Architect shall, after final preparation of the Architectural Documents, print and seal six (6) sets of Architectural Documents for signature. Upon request or at the Initial Closing, whichever is earlier, two (2) sets of signed, final Architectural Documents shall be delivered to the Authority, one set shall be delivered to the Owner and one set shall be delivered to the Contractor. The Architect shall prepare and deliver to the Contractor such additional sets of Architectural Documents as the Contractor shall require, at the Contractor's expense.

7. **Administration of the Contract; Administration Services.**

a. The Architect agrees to provide all architectural, engineering and consulting services necessary to evaluate the construction or rehabilitation of the Development (the "Administration Services") except that:

(1) evaluation of field engineering services shall be undertaken and paid for by the Contractor,

(2) evaluation of soil testing services shall be undertaken and paid for by the Owner, and

(3) evaluation of the design and engineering services that, as identified in Section 2, are not being provided by the Architect, its agents or subcontractors, shall be provided by the following parties:

_____

_____

_____

The Architect shall perform all evaluation and other services indicated to be performed by the Architect in the General Conditions of the Construction Contract (Legal Form 017) to be executed in connection with the Development (the "General Conditions"), as supplemented by this Agreement. The General Conditions are incorporated into this Agreement as if set forth in full herein.

b. The Architect's responsibility to provide Administration Services will commence with Initial Closing of the Mortgage Loan and will terminate 60 days after the Contractor has completed its obligations for the Contractor's Guaranty Period (the "Guaranty Period") established by the documents relating to the construction of the Development, as defined in Section 101 of the Contract (the "Contract Documents"), unless extended pursuant to the terms of this Agreement. The Architect shall reasonably advise and consult with the Owner (1) during construction until final payment is made to the Architect and Contractor and (2) for Additional Services at the Owner's direction from time to time per Section 9d.

c. The Administration Services to be provided by the Architect shall include the following (but are not limited to):

(1) The Architect, acting on behalf of the Owner, shall visit the Development site weekly to monitor and evaluate the progress and quality of the work completed and to determine if the Development is being constructed or rehabilitated and the work is being performed in accordance with the Contract Documents, unless the Owner and Authority agree that the slow progress of the work justifies some other schedule. On the basis of on-site observations, the Architect shall keep the Owner informed of the progress and quality of

the work and shall endeavor to guard the Owner against defects and deficiencies in the work. The Architect shall use reasonable care and diligence and exercise its best efforts to discover any breach of the Contract Documents. After becoming aware of any breach the Architect shall immediately notify the Owner and the Authority of such breach. In addition, the Architect shall make such other observations and reviews and shall perform such services as may be necessary and incidental to the requirements of the Architectural Documents and the other Contract Documents. The performance of the construction observation and review by the Architect shall not impose upon the Architect any responsibility for the construction means, method, sequences or procedures or for the safety precautions or programs employed by the Contractor in connection with the Development or for the Contractor's failure to comply with the Contract Documents. The Architect shall not be responsible for the Contractor's schedules or failure to carry out the work in accordance with the Contract, nor shall the Architect have control over or charge of acts or omissions of the Contractor, subcontractors, or their agents or employees, or of any other person performing portions of the work.

(2) The Architect will be, in the first instance, the interpreter of the Contract Documents and the judge of the performance thereunder by both the Owner and Contractor. In the event of a disagreement between the Architect and the Authority as to interpretation of the Construction Documents or as to performance of the Owner and Contractor thereunder, then the interpretation of the Authority shall control. The Architect will render promptly such interpretations as may be necessary for the proper execution or progress of the work.

(3) The Architect's duties as Contract Administrator include the review of the Contractor's Applications for Payment and execution of Certificates for Payment to the Owner, observation and review of the work, and the preparation of changes to Architectural Documents. The Architect will also issue written opinions in connection with change orders occurring during construction in accordance with the provisions of the General Conditions and the other Contract Documents, as may be required in the completion of the Development to the satisfaction of the Authority.

(4) The Architect will review Shop Drawings and Samples as provided in Sections 4.8.1 through 4.8.8 of the General Conditions. The Architect will prepare Change Orders in accordance with Article XII of the General Conditions, and will have authority to order minor changes in the work as provided in Section 12.3.1 of the General Conditions. The Architect's services shall also include reasonable revisions to the Architectural Documents necessary to incorporate approved Change Orders and review of final installation.

(5) In accordance with Article IX of the General Conditions, if the Contractor has made an Application for Payment as provided in the Contract, the Architect will, with reasonable promptness but not more than seven (7) days after the receipt of the Application, execute a Certificate for Payment to the Owner, with copies to the Contractor and Authority, for such amount as it determines to be properly due, or state in writing its reasons for withholding a Certificate as provided in Section 9.2.1 of the General Conditions. Such Certificate shall be in the form contained in MSHDA Form No. CD 260, or such other form as may be prescribed or approved by the Authority and shall be based on personal observation and review of the work by the Architect or its authorized agent. The name of the agent shall be indicated if the observation and review is not made by the Architect.

(6) The Architect acknowledges that, pursuant to the Contract Documents , if it fails to execute any Certificate for Payment within seven (7) days after receipt of such Application, and such failure is not due to an act or omission which is the fault of the Contractor, the Contractor may, upon written notice to the Owner and the Architect, stop work until it receives payment of the amount due.

d. The Architect and the Owner recognize the interest of the Authority as the proposed lender under the provisions of Act No. 346 of the Public Acts of 1966, as amended. Any action, inaction, or determination by either the Architect or the Owner in connection with the progress of the work or changes in the Development which the Authority determines may affect its interest as the proposed lender is subject to acceptance or rejection by the Authority. The Architect agrees to act and serve in a professional capacity without bias or partiality. No portion of the Architect's work or responsibility may be delegated to anyone not acceptable to the Owner and the Authority.

e. The Owner agrees to pay, in addition to the payment provided in accordance with the provisions of Section 9 hereof, the cost of any supplementary services required by reason of construction changes agreed to by both parties and approved by the Authority. It is understood that, under the terms of this Agreement, the Architect will review and act in an advisory capacity in connection with each construction change submitted by the Owner, and will give its written opinion as to the acceptability and effect of each change. In the event of changes in the design or construction necessitated by emergency conditions affecting health or safety, the Architect may proceed directly to design and authorize such changes without prior approval of the Owner or the Authority, The Architect shall be compensated for such work at a rate agreed upon by the Owner and Architect for such services.

f. The Architect will furnish copies of proposed change orders to the Owner and the Authority for approval prior to their taking effect. Field orders and clarifications will be forwarded to the Authority immediately upon execution.

g. Upon completion of construction, the Architect will certify to the Owner and the Authority that, to the best of its knowledge, information, and belief, and on the basis of its observations and reviews conducted in a reasonable and diligent manner and consistent with current architectural standards of practice, the Development has been constructed or rehabilitated in accordance with the terms and conditions of the Architectural Documents, is in good and tenantable condition, there are no defects or deficiencies, and the Development has been constructed or rehabilitated in accordance with applicable zoning, building, housing and other codes, ordinances or regulations.

h. The Architect shall at all times have access to all work wherever it is in preparation or progress.

8. **Guaranty Period.**

a. The Architect agrees that it and its agents and subcontractors will conduct an observation and review of the Development in a reasonable and diligent manner, at or about the ninth month after the date of substantial completion as established by the Authority on Authority Form PSD 12:002 (the "Substantial Completion Date"), for purposes of discovering defective materials incorporated into the Development or deficiencies in the work performed in contravention of the Contract Documents. The Architect shall notify the Owner and the Authority of all such observed defects or deficiencies not less than ten (10) months after the Substantial Completion Date.

b. In addition to the observation and review required under Section 8a. hereof, the Architect and its agents and subcontractors shall conduct an observation and review of the Development for any observed defects or deficiencies in the following areas, at the specified times:

(1) The heating system during November, December, or January of the first winter following the Substantial Completion Date;

(2) The cooling system during July or August of the first summer following the Substantial Completion Date; and

(3) All landscaping during the first full growing season after the Substantial Completion Date.

However, if as identified in Section 2, the Architect is not providing the design services for heating, cooling or landscaping, then the party with whom the Owner has contracted for the design of such element shall conduct the review described above. The Architect shall immediately notify the Owner and the Authority of any observed defects or deficiencies.

9. **Payment.**

a. Basic Services. The Architect shall receive the total contract fee of _____ _____ Dollars ($_____) (the "Basic Fee") as compensation for rendering the Architectural Services described in this Agreement. $_____ (80% of the Basic Fee) will be compensation for Design Services and $_____ (20% of the Basic Fee) will be compensation for Administration Services.

The Architect's compensation for the Design Services specified in Sections 2-6 shall be paid in accordance with the following (select the applicable payment process):

☐ Payment for the Design Services shall be due and payable upon the Initial Closing of the Mortgage Loan. The Architect will provide periodic invoices during the pre-construction design period; however, such invoices will not be due and payable until the Initial Closing of the Mortgage Loan.

☐ Payment for the Design Services shall be paid in accordance with the schedule agreed upon by the Owner and Architect attached hereto as Exhibit A.

The Architect' s compensation for Administration Services during the course of the construction or rehabilitation of the Development and during the Guaranty Period specified in sections 7 and 8 shall be paid during the course of construction in amounts proportionate to the portion of the Total Contract Sum (as defined in the Contract) paid to the Contractor by the Owner pursuant to the Contract.

b. Authority Mortgage Loan . If the Authority shall make the Mortgage Loan, then, at Initial Closing, it shall disburse from Mortgage Loan proceeds an amount not exceeding 80% of the amount specified for architectural fees in the Authority's commitment for the Mortgage Loan, for payment of Design Services. The Authority will disburse from Mortgage Loan proceeds an amount not exceeding 20% of the amount specified for architectural fees in the Authority's commitment for the Mortgage Loan, for payment of Administration Services as provided in subparagraph 9.a above.

c. Owner's Responsibility. Notwithstanding Section 9.b. above, Owner agrees that it shall be **solely** liable for compensating the Architect under this Agreement. Both Owner and Architect agree that the Authority shall have no obligation to (a) compensate the Architect or (b) to make the Mortgage Loan and disburse Mortgage Loan proceeds except pursuant to the terms and conditions to be set forth in the mortgage loan commitment and the documents to be executed in connection with the Mortgage Loan.

d. Additional Services. The following services are not included within the Architect's Basic Fee:

(1) providing financial feasibility or other special studies;

(2) providing planning surveys, site evaluations, or comparative studies of prospective sites not contemplated in this agreement;

(3) providing detailed estimates of construction costs;

(4) providing consultation concerning replacement of any work damaged by fire or other cause during construction, and furnishing professional services of the type set forth in Section 7 hereof as may be required in connection with the replacement of such work;

(5) providing professional services made necessary by the default of the Contractor in the performance of the Contract;

(6) providing contract administration and observation of construction if, through no fault of the Architect, the time required to complete construction or rehabilitation of the Development exceeds the construction period established in the Contract by more than twenty percent (20%);

(7) furnishing the Owner a set of reproducible prints or drawings corrected to show significant changes made during the construction process, based on marked up prints, drawings and other data furnished by the Contractor to the Architect;

(8) providing services after Final Payment to the Contractor except for services to be provided during the Guaranty Period hereunder;

(9) providing services as an expert witness in connection with any public hearing, arbitration proceedings, or the proceedings of a court of record; or

(10) providing services for planning occupant or rental spaces.

(11) providing services required in connection with the selection of furniture and furnishings.

(12) providing design and engineering services in connection with the extension and/or relocation of public utilities (excluding customary connections to serve the Development).

If the Owner requests any of the above services from the Architect, it shall be compensated at the rate agreed upon by the Owner and Architect. The Architect shall also be compensated for substantial changes required in the Architectural Documents for reasons other than errors or omissions by the Architect, at a rate agreed

upon by the Owner and Architect for such services. Mortgage Loan proceeds may not be used to pay for any of the additional services listed above without the written approval of the Authority.

e. Reimbursable Expenses

(1) The Owner shall reimburse the Architect for unusual expenditures made by the Architect in connection with the Development to the extent the Owner has authorized such expenditures in advance.

(2) Transportation and travel expenses, telephone, postage, and the costs of reproduction and handling of the Architectural Documents are included within the Architect's Basic Fee and shall not be reimbursable expenses.

10. **Owner's Responsibility.** The Owner shall:

a. Provide full information to the Architect regarding its requirements for the Development within a time frame that is adequate to meet the design progress schedule.

b. Designate a representative authorized to act in its behalf with respect to the Development. The Owner or its representative shall examine documents submitted by the Architect and shall render decision pertaining thereto promptly, to avoid unreasonable delay in the progress of the Architect's work.

c. Furnish a certified "ALTA/ACSM LAND TITLE SURVEY" for the Development site, prepared in accordance with the Minimum Standard Detail Requirements jointly adopted by the American Land Title Association and the National Society of Professional Surveyors in 2011. The survey shall also include Item Nos. 1 - 4, 6(b), 7(a) and (b), 8 - 10(a), 11(b), 13 and 16 - 21 of Table A, Optional Survey Responsibilities and Specifications, shall indicate the legal description of the property to be surveyed all recorded easements and rights-of-way shown on the Title Insurance Commitment for the property. The survey shall also meet all Field Engineering Submission Requirements for Boundary and Topographic Site Surveys set forth in section 0051 of the MSHDA Standards of Design.

d. Furnish the services of a soils engineer, when such services are deemed necessary by the Architect, including reports, test borings, test pits, soil bearing values and other necessary operations for determining subsoil conditions.

e. Furnish structural, mechanical and chemical tests, tests for hazardous substances and other laboratory and environmental tests, inspections and reports as required by law or the Contract Documents.

f. Provide written notice to the Architect if the Owner observes or otherwise becomes aware of any fault or defect in the Development or non-conformance with the Contract Documents.

g. Furnish information required of him as expeditiously as necessary for the orderly progress of the work.

The services, information, surveys and reports required by Paragraphs c. through e. inclusive of this Section 10 shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy thereof.

11. **Termination.**

a. Either the Architect or the Owner may, upon not less than seven (7) days' written notice, terminate this Agreement if the other party fails to perform in accordance with the terms of this Agreement. In addition, both parties shall recognize as a valid reason for termination, any request by the Authority for termination because of inadequate performance, undue delay or misrepresentation which may make the further services of the Architect unacceptable to the Authority.

b. This Agreement may be terminated by the Owner, upon not less than seven (7) days' written notice if the Development is permanently abandoned.

c. If this Agreement is terminated prior to the Architect's full performance hereunder, and such termination is not due to the Architect's failure to adequately perform or other default of this Agreement, the Architect shall be compensated for services performed adequately and in accordance with the terms of this Agreement prior to the termination date. Such payment shall be a proportional amount of the Basic Fee equal to the proportion of the services adequately performed by the Architect to the overall Architectural Services described herein.

d. Any new or replacement Architect must be approved by the Authority.

12. **Role and Independence of the Architect.** The Architect will be the Owner's representative during construction until Final Payment is made pursuant to the Contract, and for purposes of one or more observations and reviews during the applicable warranty period. The Architect will have authority to act on behalf of the Owner to the extent provided in the Contract Documents, unless the scope of this authority is modified in writing and written notice of such modification is delivered to the Architect, the Contractor and the Authority. The Architect will advise and consult with the Owner and the Authority, and all of the Owner's and the Authority's instructions to the Contractor shall be issued through the Architect. The Architect understands that it has been retained for services hereunder as an independent practitioner having no identity of interest with the Owner or the Contractor, and having no financial interest in the Development or the real estate upon which it is to be constructed other than the fee provided herein. The Architect certifies that no member, officer or employee of the Authority, no member of the governing body of the locality in which the Development is to be located, and no other public or elected official of the State of Michigan or the locality who exercises any functions or responsibilities with respect to the Development, has any interest, direct or indirect, in this Contract or in any proceeds or benefits arising therefrom, nor shall have any such interest during the term of this Agreement or for the one-year period following completion of the Development. The Architect further acknowledges that the existence of an identity of interest between the Architect and either the Owner or the Contractor, or the Architect's ownership of a financial interest in the development, will be grounds for termination of this agreement, unless approved in advance by the Authority.

13. **Architect's Initial Closing Certificates.** The Architect agrees to execute a certificate (Legal Form 024) at or before the Initial Closing to the effect that it has visited the site and has determined in a reasonable and diligent manner that, to the best of its knowledge, information and belief, the Development can be constructed on the site in accordance with the Architectural Documents as approved by the Authority. The Architect also agrees to execute an Assignment of Architect's Agreement (Legal Form 023A) at or prior to the Initial Closing.

14. **Architect's Professional Liability Insurance.** The Architect certifies to the Owner and the Authority that it is covered by a policy of professional liability insurance in the amount that is the greater of

One Million Dollars ($1,000,000) or ten percent (10%) of the Contract sum. The Architect agrees that at the Initial Closing, it shall deliver certificates confirming such professional liability insurance coverage, along with a copy of the insurance policy, to the Owner and to the Authority. The Architect agrees further that it shall keep such professional liability insurance, or comparable insurance coverage, in force for a period of at least one (1) year from the Cut-Off Date established by the Authority in accordance with the Cost Certification Manual for Mortgagors and Contractors.

15. **Ownership of Documents.** The Architectural Documents are and shall remain the property of the Architect regardless of whether the Development for which they are made is constructed. The Architectural Documents are not to be used by the Owner or any other person on other developments or extensions to this Development except by agreement in writing and with appropriate compensation to the Architect; provided, however, that in the event of a default under this Agreement by the Architect, or a default under the Building Loan Agreement between the Owner and the Authority, or a default or foreclosure under the Authority's Mortgage Loan as to the Development, the Owner or the Authority may use such Architectural Documents to undertake the completion of the Development without compensation to the Architect in addition to that which it is otherwise entitled to under this Agreement. All Architectural Documents, with the exception of one set for each party to the Contract and one set for the Authority, are to be returned to the Architect on request at the completion of the work.

16. **Miscellaneous**

a. This Agreement shall be governed by the law of the State of Michigan.

b. Terms not identified in this Agreement shall have the same meaning given to them in the Contract and General Conditions.

c. Except as may be otherwise specified in this Agreement, the Architect shall have no responsibility for the presence, handling, removal or disposal of hazardous material in any form at the Development.

d. The recitals to this Agreement shall be incorporated into this Agreement as if set forth fully herein.

e. The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions of this Agreement.

f. Other than as contained in this Agreement, the Architect will not be required to execute any document guaranteeing the existence of any condition.

17. **Actions on Behalf of Authority.** Except as otherwise provided, the following officers of the Authority are authorized to give any approval or notice or take any action on behalf of the Authority in connection with the administration of this Contract: the Executive Director, the Deputy Director/Chief Underwriter, the Director of Finance and the Director of Legal Affairs. The Costing Manager is authorized to approve the Trade Payment Breakdown. The Authority's Design Review Officers are authorized to approve the Architectural Documents prepared by the Architect. The Chief Construction Manager is authorized to approve the work for the purpose of loan disbursements and to issue the Authority's "Permission to Occupy." The term "Authorized Officer of the Authority" refers to the foregoing employees of the Authority when acting within the scope of their authority. Any reference to any action, consent or decision to be made by the Authority shall mean the action, consent or decision of an Authorized Officer of the Authority.

18. **Successors and Assigns.** This Agreement shall bind, and the benefits hereof shall inure to, the Owner and the Architect, and their legal representatives, successors and assigns. This Agreement shall not be assignable by the Architect without written consent of the Owner and the Authority.

19. **Modification and Integration.** This Agreement may not be modified, altered or changed except in writing signed by the parties hereto and approved by the Authority. This Agreement represents the entire and integrated agreement between the Owner and Architect and supersedes all prior negotiations, representations or agreements, either written or oral.

IN WITNESS WHEREOF, the parties hereto have signed this Owner-Architect Agreement for Design and Administration Services as of the date shown above.

ARCHITECT:

By:_____
Name:
Its: _____
(officer's title)

OWNER: LIMITED DIVIDEND HOUSING ASSOCIATION LIMITED
By:
Its: General Partner

By:_____
Name:
Its: _____
(officer's title)

By:_____
Name:
Its: General Partner