

3.8 Approve materials and color schemes, and recommend LA approval or disapproval of samples, certificates, and test reports when provided for in the Contract of Sale.

3.9 Maintain a file of shop drawings, guarantees and warranties relating to the improvement; review and approve "as-built" drawings and specifications; and transfer this material to the LA at completion of construction.

3.10 Attend conferences when and as deemed necessary by the LA.

3.11 Assist in final inspection and prepare list of incomplete or defective work and, if necessary, prepare the documents and recommend monetization of any such work.

3.12 Certify at the time of settlement that the property involved complies in all respects to the plans and specifications and any amendments thereto, and is in good and tenable condition.

3.13 Certify as to full completion of the project for payment of amounts withheld at the time of settlement.

3.14 Inspect the project after final acceptance and occupancy and before expiration of any applicable guarantees or warranties, if requested to do so by the LA.

Article 4. Miscellaneous Requirements

4.1 Prevailing Wages. The Architect and his/her agents shall pay or cause to be paid to all Architects, technical engineers, draftsmen, and technicians employed on any part of the work under this contract not less than the salaries or wages prevailing in the locality, as determined or adopted (subsequent to a determination under applicable State or local law) by HUD. The Architect shall furnish to the LA, with each statement submitted for services rendered, certification as to such compliance. These requirements shall not apply to executive, supervisory, and administrative employees.

4.2 Withholding of Wages. In cases (of which the LA has notice) of underpayment of wages required to be paid under the requirement above, the LA may withhold from the Architect out of payments due, an amount sufficient to pay to the employees involved the difference between the wages required to be paid under the contract and the wages actually paid such employees for the total number of hours worked. The amounts withheld may be disbursed by the LA for and on account of the Architect to the respective employees to whom they are due.

4.3 Equal Employment Opportunity. During the performance of this Agreement, the Architect agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, or national origin. The Architect will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, handicap, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Architect shall insert provisions similar to the foregoing in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

4.4 Officials Not to Benefit. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom.

4.5 Interest of Members of the LA and the Local Governing Body. No member, officer, or employee of the LA, no member of the governing body of the locality in which the LA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Project, shall, during his/her tenure, or for one year thereafter, have any interest, direct or indirect, in this Agreement or the proceeds thereof.

4.6 Covenant Against Contingent Fees. The Architect warrants that he/she has not employed any person to solicit or secure this Agreement upon an agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the LA the right to terminate this Agreement or, in its discretion, to deduct from the compensation otherwise payable, the amount of such commission, percentage, brokerage, or contingent fee.

4.7 Assignability. The Architect shall not assign or transfer any interest in this Agreement except that claims for monies due or to become due him/her from the LA under the Agreement may be assigned to a bank, trust company, or other financial institution.

4.8 Termination. The LA reserves the right to terminate the services of the Architect by giving at least three days written notice of the fact and time of such termination. In such event, all finished or unfinished work prepared by the Architect shall become the property of the LA, and the Architect shall be entitled to compensation for satisfactory work under this Agreement on the basis stated in Article 2.

In Witness Whereof, the LA and the Architect have executed this Agreement as of the day and year first above written.

By _____

BY _____

Title _____

Architect's Business Address and Zip Code _____

Architect's Business Telephone _____

Architect's Home Telephone _____