DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

AMENDMENT TO AIA DOCUMENT B181, STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT FOR HOUSING 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 HUD/FHA requirements, including the Minimum Property Standards, as set forth in publications given to them by HUD/FHA for this Project and will perform all services in accordance with the applicable requirements of HUD/FHA.

2. The Owner and the Architect recognize the interest of HUD/FHA and any action or determination by either the Owner or the Architect is subject to acceptance or rejection by HUD/FHA.

3. No portion of the Architect's Services and responsibilities or the Owner's responsibilities shall be sublet or delegated to anyone not acceptable to HUD/FHA.

4. The Architect will advise HUD/FHA as well as the Owner of any omissions, substitutions, defects and deficiencies observed in the work of the Contractor.

5. The Architect shall issue Certificates of Payment and Certificates of Substantial Completion. These certificates shall be in the form prescribed by HUD/FHA.

6. The Architect will furnish copies of all field orders to HUD/FHA in addition to the owner.

7. The agreement shall not be terminated without five days prior written Notice to HUD/FHA.

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

9. If the project for which the drawings and specifications prepared by the Architect has not been completed and there is a default or foreclosure, HUD/FHA may use the drawings and specifications to complete construction of the project without additional cost.
WARNING: U.S. Criminal Code, Section 1001, Title 18 U.S.C. provides as follows: Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsified, conceals or covers up by any trick, scheme or device a material fact, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than $10,000 or imprisoned not more than five years, or both.