

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 that may exist between the Amendment and the Agreement.

1. Definition of terms used in this Amendment.
 - a. Agreement. AIA Document B181, Standard Form of Agreement Between Owner and Architect for Housing Services.
 - b. HUD. The U.S. Department of Housing and Urban Development.
 - c. Subcontractor. Any person or entity, material supplier, equipment lessor or industrialized housing manufacturer/supplier who has a direct contract with the Contractor responsible for construction of the Project.
2. The Owner and the Architect represent that they are familiar with HUD requirements, having received copies of HUD's publications consisting of the Minimum Property Standards, Fair Housing Accessibility Guidelines, Uniform Federal Accessibility Standards, and Handbook 4460.1 REV-2, Architectural Analysis and Inspections for Project Mortgage Insurance. The Owner and Architect further represent that they will perform services for one another in accordance with the applicable requirements contained in these HUD publications.
3. No portion of the duties, responsibilities and authority of the Architect or Owner shall be restricted, modified or extended, nor shall this Agreement be assigned in whole to anyone without the written consent of HUD. Neither the Owner nor the Architect shall contract with anyone currently listed by the General Services Administration as a firm which is disbarred, suspended, proposed for debarment, or declared ineligible by federal agencies or by the General Accounting Office. The Owner and the Architect shall each require from their contractors, consultants and agents similar agreements prohibiting contracts with such persons or entities as well previous participation certificates.

4. The Owner will be required to provide information to or obtain approval from the Owner's Mortgagee and HUD of any

action or observation by either the Owner or the Architect that significantly increases the Project's cost, time of construction, or decreases the quantity of construction.

- a. The Architect shall assist the Owner in fulfilling the Owner's obligations to the Mortgagee and HUD by furnishing them with copies of all construction observation reports, certificates for payment, certificate of Substantial Completion, architect's supplemental instructions and other written interpretations of the Contract Documents made in the Architect's official capacity during the project.
- b. The certificates for payment and the certificate of Substantial Completion shall be in forms as prescribed by HUD.

5. In regard to Article 9.8 the Architect shall:

- a. Advise the Owner on:
 - (1) The type of consultant Owner should employ to specifically identify suspected on-site hazardous materials and preparation of the necessary Specifications for their abatement in accordance with HUD and other jurisdictional requirements, where:
 - (a) The Owner's supplied Phase I Environmental Report and/or other Owner supplied data indicate the potential presence of any hazardous material, or
 - (b) The Architect observes or is otherwise made aware of potential on-site hazardous materials during the course of performing Project duties, including the construction phase for the rehabilitation of existing improvements.
 - (2) The format in which the Owner's consultants should prepare their Specifications for eliminating identified hazardous materials, and

- b. Incorporate the Owner's consultant's specifications for abatement of the hazardous conditions into the construction documents, i.e., bid documents, or change orders where hazardous materials are identified during construction.

6. If the Project for which the Drawings and Specifications

prepared by the Architect has not been completed and the Mortgagee declares the Owner in default or forecloses on the mortgage, the Mortgagee or HUD may use the Drawings and Specifications to complete construction of the Project without additional cost, provided the Owner has paid the Architect in accordance with the Agreement and is not in breach or default hereunder.

7. This Agreement shall not be terminated without seven days prior written Notice to the Mortgagee and HUD.
8. In addition to any other rights or remedies the Owner may have under this Agreement, if a duly authorized representative of HUD request that the Architect be replaced due to the Architect's inadequate performance, unjustified delay or misrepresentation of material facts, the Owner may terminate this Agreement after giving the Architect seven days' written notice and an opportunity to correct such default.
9. The Architect administering the Construction Contract shall disclose any identity of interest with the Owner, Contractor, and/or any Project subcontractor. An identity of interest is construed to exist where:
 - a. The Architect has any financial interest in the Project other than the fee for professional service.
 - b. The Architect advances any funds to the Owner, Contractor and/or any subcontractor; and/or the Contractor and/or any subcontractor advance any funds to the Architect.
 - c. The Architect has any financial interest in the Owner, Contractor and/or any subcontractor; or the Owner, contractor and/or any subcontractor has any financial interest in the Architect.
 - d. Any officer, director, stockholder or partner of the Architect has any financial interest in the Owner, Contractor and/or any subcontractor; or and officer, director, stockholder or partner of the Owner, Contractor and/or any subcontractor has any financial interest in the Architect.
 - e. Any officer, director, stockholder or partner of the Architect is also an officer, director, stockholder or partner of the Owner, Contractor, and/or any subcontractor; or any officer, director, stockholder of partner of the Owner, contractor and/or subcontractor is also an officer, director, stockholder or partner of the Architect.
 - f. The Owner, Contractor and/or any subcontractor, or any

officer, director, stockholder or partner of such Owner, Contractor and/or subcontractor provides any of the required architectural services; or where the Owner, Contractor and/or any subcontractor, or any officer, director, stockholder or partner of such Owner, Contractor and/or subcontractor, while not directly providing an architectural service, acts as a consultant to the Architect.

- g. Any family relationships between the officers, directors, stockholders of partners of the Architect and officers, directors, stockholders of partners of the Owner, Contractor, and/or any subcontractor; or between the officers, directors, stockholders or partners of the Owner, Contractor and/or any subcontractor and officers, directors, stockholders or partners of the Architect that could cause or result in control or influence over prices paid to the Architect and/or performance by the Architect.
 - h. Any side deal, agreement, contract or undertaking, that is inconsistent with related requirements for the relationship between the owner and architect as stipulated in the closing documents, except as approved by HUD.
10. All identities of interest known to exist between the Architect and the Owner, Contractor and/or any subcontractor are listed herein. The Architect and Owner shall each inform HUD in writing within 5 working days of its knowledge of any identity of interest that

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develops after execution of this Agreement. Upon the discovery of an undisclosed identity of interest, HUD may require the termination of the Agreement in accordance with Amendment 8, above.

List All Identities of Interest:

11. The funds for this Project, including the Architect's compensation under the Agreement, will be provided in the case of an insured mortgage project by a mortgage from a Mortgagee who in turn obtained a commitment for mortgage insurance from HUD, or in the case of a Section 202 or 811 project from a capital advance from the US Treasury. The Mortgagee or the US Treasury in

accordance with HUD's rules and regulations and terms of a Building Loan Agreement or Capital Advance Agreement (for a Section 202 or 811 project), will agree to advance the proceeds of the mortgage or capital advance to the Owner for completion of the work, but only to the extent that charges accrued and only to the extent and for the purposes specified in the Building Loan Agreement or Capital Advance Agreement. The Building Loan Agreement or Capital Advance Agreement, when executed, shall specify the mortgage or capital proceeds available for the Design Phase and for administration of the Construction Contract during the Construction Phase. However, neither the mortgage or capital advance nor the building Loan Agreement or Capital Advance Agreement provide funds for Reimbursable Expenses pursuant to paragraph 10 of the Agreement, Termination Expenses pursuant to paragraph 8 of the Agreement nor Additional Service Compensation pursuant to paragraph 11 of the Agreement. Although the Architect may agree to provide a greater degree of services for additional compensation, require compensation for reimbursable expenses or termination expenses, or require basic compensation in excess of that provided by the Building Loan Agreement or Capital Advance Agreement for such services, the obligation to

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compensate the Architect for the greater degree of services or the aforesaid expenses shall not be enforceable against the Owner, the Mortgagee, US Treasury, HUD or the Project, provided however, any entity, or individual other than Owner may agree to be responsible to the Architect.

OWNER

ARCHITECT

DATE

DATE

Provider of additional payment pursuant to paragraph 14 of this Amendment, if any.

DATE

WARNING: Title 18 U.S.C. 1001, provides in part that whoever knowingly and willfully makes or uses a document containing any false, fictitious, or fraudulent statement or entry, in any matter in the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000 or imprisoned for not more than 5 years of both.