

Amendment to AIA Document B181, Standard Form of Agreement Between Owner and Architect for Housing Services

U.S. Department of Housing
and Urban Development
Office of Housing
Federal Housing Commissioner

OMB Approval No. 2502-0470
(Expires 8/31/2013)

For Section 202 of the Housing Act of 1959 or Section 811 of the National Affordable Housing Act

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and you are not required to complete this form, unless it displays a current valid OMB control number.

This information collection is necessary to ensure that viable projects are developed. It is important to obtain information from applicants to assist HUD in determining if nonprofit organizations initially funded continue to have the financial and administrative capacity needed to develop a project and that the project design meets the needs of the residents. The Department will use this information to determine if the project meets statutory requirements with respect to the development and operation of the project, as well as ensuring the continued marketability of the projects. This information is required in order to obtain benefits. This information is considered non-sensitive and no assurance of confidentiality is provided.

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 requirements, including the Minimum Property Standards, as set forth in publications given to them by HUD for this Project and will perform all services in accordance with the applicable requirements of HUD.
2. The Owner and the Architect recognize the interest of HUD and any action or determination by either the Owner or the Architect is subject to acceptance or rejection by HUD.
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 HUD.
4. The Architect will advise HUD 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.
6. The Architect will furnish copies of all field orders to HUD in addition to the Owner.
7. The agreement shall not be terminated without five days prior written Notice to HUD.
8. The Owner and the Architect shall recognize as a valid reason for termination, any request by HUD for termination because of inadequate performance, undue delay or representation which may make the further services of the Architect unacceptable to HUD.
9. If the project for which the drawings or specifications prepared by the Architect has not been completed and there is a default or foreclosure, HUD may use the drawings or specifications to complete construction of the project without additional cost.

Owner:	Architect:
Date:	Date: