

**Building Loan Agreement
Addendum**
Section 232

**U.S. Department of Housing
and Urban Development**
Office of Residential
Care Facilities

OMB Approval No. 2502-0605
(exp. mm/dd/yyyy)

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3 **Public reporting** burden for this collection of information is estimated to average 1 hour. This includes the time for collecting,
4 reviewing, and reporting the data. The information is being collected to obtain the supportive documentation which must be
5 submitted to HUD for approval, and is necessary to ensure that viable projects are developed and maintained. The Department will
6 use this information to determine if properties meet HUD requirements with respect to development, operation and/or asset
7 management, as well as ensuring the continued marketability of the properties. This agency may not collect this information, and
8 you are not required to complete this form, unless it displays a currently valid OMB control number.
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10 **Warning:** Any person who knowingly presents a false, fictitious, or fraudulent statement or claim in a matter within the jurisdiction of
11 the U.S. Department of Housing and Urban Development is subject to criminal penalties, civil liability, and administrative sanctions.
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14 **(Add this Building Loan Agreement Addendum when Borrower acts as its own General
15 Contractor)**

16
17 FHA Project Number: _____

18 Project Name: _____
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20 This Building Loan Agreement Addendum shall be attached to and incorporated into that certain
21 Building Loan Agreement (HUD-92441-ORCF) of even date herewith.
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23 (25) In consideration of HUD consenting to authorize Borrower to act as its own General
24 Contractor, Borrower agrees to the following:
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26 (a) All references herein (and in any other documents except the Payment Bond,
27 relating to the construction of the Project) to “Contractor” or “General Contractor” shall mean
28 Borrower identified in the Building Loan Agreement. All references to subcontractors shall
29 mean all persons who contract with Borrower or others in connection with the construction of the
30 Project.

31 (b) All references to “Contract” or “Construction Contract” shall be interpreted to
32 refer to this Building Loan Agreement and the Drawings and Specifications identified in
33 Paragraph 2 of the Building Loan Agreement, which Drawings and Specifications include the
34 General Conditions of the Contract for Construction (AIA Document A201) (“**General
35 Conditions**”), and the Supplementary Conditions of the Contract for Construction (HUD-92554-
36 ORCF) (“**HUD Supplementary Conditions**”). If any of the provisions of this Building Loan
37 Agreement Addendum or the HUD Supplementary Conditions conflict with the terms contained
38 in the General Conditions, the provisions of this Building Loan Agreement Addendum and the
39 HUD Supplementary Conditions shall control.

40 (c) Borrower shall execute all agreements and certifications that HUD requires a
41 General Contractor to execute pursuant to Program Obligations.

42 (d) The work, which is to be done in accordance with the Drawings and
43 Specifications, shall be commenced within ____ (__) days from the date of this Building Loan
44 Agreement.

45 (e) Borrower shall, at all times during construction, keep posted in a conspicuous
46 place on the Project site a legible copy of the applicable wage determination published by the
47 Secretary of Labor with respect to this Project. In addition, Borrower shall incorporate into each
48 subcontract a copy of the Supplementary Conditions of the Contract for Construction (HUD-
49 92554-ORCF) and the applicable wage determination. Any such contract (i) shall include the
50 agreement of the subcontractor to pay no less than the wages contained in the applicable wage
51 determination; (ii) shall authorize periodic inspections by Lender and HUD of the
52 subcontractor's books, payroll, and accounts with respect to the subcontract so that it may be
53 determined whether or not prevailing wages are being paid by such subcontractor, and (iii) shall
54 require that all tiers of subcontractors subscribe to the same provisions with respect to work to be
55 performed on the Project.

56 (f) Upon request, Borrower shall disclose to Lender and HUD the names of all
57 persons with whom Borrower contracted or intends to contract or subsequently contracts with
58 respect to work to be performed or materials to be furnished for construction of the Project.

59 (g) Borrower shall give all required notices and shall comply with all applicable
60 codes, laws, ordinances, rules and regulations, protective covenants, and with the current
61 regulations of the National Board of Fire Underwriters, wherever applicable. Borrower shall
62 comply with provisions of the "Manual of Accident Prevention in Construction" of the
63 Association of General Contractors of America. Borrower shall immediately notify Lender and
64 HUD of the delivery of all permits, licenses, certificates of inspection, certificates of occupancy,
65 and any other certificates and/or instruments required by law, regardless of to whom issued, and
66 shall display same to Lender or HUD upon request.

67 (h) HUD and Lender may inspect work done and materials, equipment and fixtures
68 furnished, installed or stored in and around the project. Borrower shall furnish an enclosed
69 working space acceptable to Lender and/or HUD as to location, size, accommodations and
70 furnishings.

71 (i) Borrower shall correct any defects due to faulty materials or workmanship which
72 appear within twelve (12) months from the Date of Final Completion. The "**Date of Final**
73 **Completion**" shall be the date the HUD representative signs the final HUD Representative's
74 Trip Report (form HUD-95379-ORCF) provided that the trip report is subsequently endorsed by
75 the ORCF Construction Manager.

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Date _____ Borrower _____
By: _____