

EARTHQUAKE-SAFE HOMES PROGRAM (ESHP)
Construction Services Agreement Addendum
For Services Supported Under a Federal Award

The agreement for retrofit construction services for the building at _____ made by and between _____ (Service Provider) and _____ (Owner) and dated/signed _____, is hereby amended to include the following conditions:

1. **Funding Sources:** The owner and Service Provider recognize that a portion of eligible costs incurred through this contract and paid by the Owner may be reimbursed by ESHP upon retrofit completion using financial assistance from the Federal Emergency Management Agency (FEMA) and the California Governor's Office of Emergency Services (Cal OES). Contracts for engineering or construction services necessary for approved ESHP retrofit measures are not dependent on any other federal or state funding sources outside of the ESHP grant.
2. **Compliance with Applicable Regulations:** All parties will comply with all applicable federal law, regulations, executive orders, and FEMA policies procedures, and directives and acknowledge that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements)¹ applies to actions pertaining to this contract.
3. **Reimbursement Terms:** If the Service Provider violates or breaches contract terms, the ESHP office must be notified and the Service Provider may be excluded from participating in future ESHP projects. In addition, reimbursement may be withheld from the Owner until contract requirements are satisfied.
4. **Licensing & Qualifications:** The Service Provider confirms that they are fully licensed and not listed on the governmentwide exclusions in the System for Award Management,² that they are qualified to perform the seismic upgrades under this contract and as outlined in the program guidelines and Chapter A3 of the California Existing Building Code³, and that the Scope of Work was developed in good faith to meet those requirements
5. **Contract Parties:** Neither the Department of Housing and Community Development of the City of Oakland, nor the Federal Emergency Management Agency, nor the California Governor's Office of Emergency Services were parties to any contracts for construction services eligible for reimbursement by ESHP and are therefore not subject to obligations or liabilities to the Service Provider or Owner pertaining to any matter resulting from the contract, including any lien or liens which has or may hereafter arise in connection with said improvements.
6. **Access to Records:** The following access to records requirements for all federally assisted construction projects apply to this contract:
 - (1) All parties agree to provide the California Governor's Office of Emergency Services, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - (2) All parties agree to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - (3) All parties agree to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

¹ <https://www.law.cornell.edu/uscode/text/31/subtitle-III/chapter-38>

² SAM Website: <https://sam.gov/SAM/pages/public/searchRecords/search.jsf>

³ If a project is eligible for the prescriptive approach under Chapter A3, ESHP requires/recommends use of the FEMA Plan Set. If an engineered solution is used instead, those services will not be reimbursable unless there is demonstrated need for an exception.

7. Equal Opportunity Clause: All providers of construction services agree to abide by 41 CFR §§ 60-1.4⁴. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.
8. Contract Work Hours and Safety Standards Act: Any contract exceeding \$100,000 involving mechanics or laborers must agree to compliance with the following:
 - a. *Standard Work Week, 40 U.S.C. 3702*⁵: Wages are computed on the basis of a 40-hour work week. Compensation for hours in excess of 40 per week must be no less than one-and-a-half times the basic rate of pay.
 - b. *Health and safety standards in building trades and construction industry, 40 U.S.C. 3704*⁶: no contractor or subcontractor contracting for any part of the contract work shall require any laborer or mechanic employed in the performance of the contract to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to health or safety, as established under construction safety and health standards the Secretary of Labor prescribes by regulation based on proceedings pursuant to section 553 of title 5, provided that the proceedings include a hearing similar in nature to that authorized by section 553 of title 5.
9. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended): Federal appropriated funds have not been used to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

PRINT NAME OF AUTHORIZED AGENT FOR SERVICE PROVIDER	SIGNATURE OF AUTHORIZED AGENT FOR SERVICE PROVIDER	DATE
PRINT NAME OF OWNER	SIGNATURE OF OWNER	DATE

⁴ <https://www.law.cornell.edu/cfr/text/41/60-1.4>

⁵ <https://www.govinfo.gov/content/pkg/USCODE-2011-title40/html/USCODE-2011-title40-subtitleII-partA-chap37-sec3702.htm>

⁶ <https://www.govinfo.gov/content/pkg/USCODE-2011-title40/html/USCODE-2011-title40-subtitleII-partA-chap37-sec3704.htm>