



EARTHQUAKE Safe Homes PROGRAM (ESHP)
Engineering Services Agreement Addendum
For Services Supported Under a Federal Award

The agreement for retrofit design services for the building at _____ made by and between _____ (Service Provider) _____ (Owner) and primary contract dated _____, 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 the approved ESHP retrofit measures under this contract 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) 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,¹ that they are qualified to perform the design of seismic upgrades under this contract and as outlined in the program guidelines and Chapter A3 of the California Building Code², 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 are parties to any contracts for design 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.

PRINT NAME OF AGENT FOR SERVICE PROVIDER

SIGNATURE OF AGENT FOR SERVICE PROVIDER

DATE

PRINT NAME OF OWNER

SIGNATURE OF OWNER

DATE

¹ SAM Website: <https://sam.gov/SAM/pages/public/searchRecords/search.jsf>

² 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.