



Retrofit Grants Program Engineer/Architect Contract Agreement Addendum



For Services Performed Under a Federal Award

BETWEEN

AND

(“Grantee”)

(“Engineer/ Architect”)

- 1. Licensing & Qualifications:** Engineer/Architect confirms that they are fully licensed and not listed on the government wide exclusions in the System for Award Management¹, that they are qualified to perform any design and inspection services under this contract per approved engineered plans and as outlined in the Retrofit Grants Program Technical Guidelines.
- 2. Funding Sources:** Engineer/Architect confirms that any services performed under federal award are not dependent on any federal or state funding outside the Retrofit Grants Program.
- 3. Nondiscrimination:** Engineer/Architect hereby agrees to comply with the provisions of Berkeley Municipal Code (“B.M.C.”) Chapter 13.26 as amended from time to time. In the performance of this Contract, Contractor agrees as follows: (a) Engineer/Architect shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, age (over 40), sex, pregnancy, marital status, disability, sexual orientation or AIDS. (b) Engineer/Architect shall permit the City access to records of employment, employment advertisements, application forms, EEO-1 forms, affirmative action plans and any other documents which, in the opinion of the City, are necessary to monitor compliance with this non-discrimination provision. In addition, Engineer/Architect shall fill-out, in a timely fashion, forms supplied by the City to monitor this non-discrimination provision.
- 4. Approval of Construction Plans:** Engineer/Architect will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
- 5. Engineering Supervision:** Engineer/Architect will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms to the approved plans and specifications and will furnish progress reports and such other information as maybe required by the assistance awarding agency or state.
- 6. Access:** All parties agree to provide the City of Berkeley and the Federal Emergency Management Agency Administrator (FEMA) or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

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

7. **Records Review:** Access to and the right to examine all records, books, papers, or documents related to the assistance will be granted to the City of Berkeley, FEMA, and/or the California Governor's Office of Emergency Services (Cal OES). Records will be retained by the grantee(s) for a minimum of three years.
8. **Project Completion:** Engineer/Architect will initiate and complete all contractual services agreed upon under the Retrofit Grants Program within the applicable time frame.
9. **Special Inspections/Final Affidavit:** The Engineer of Record also agrees to provide the City of Berkeley a Final Letter of Affidavit at completion of the seismic work to confirm work was done according to City approved plans.
10. **Conflict of Interest:** Engineer/Architect will disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with 2 C.F.R. §200.112.
11. **Compliance with Laws and Policies:** Engineer/Architect shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies for services provided under the Retrofit Grants Program
12. **Disclosure of Violations of Criminal Law:** Engineer/Architect shall disclose, in a timely manner, in writing to the City all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award 2 C.F.R. § 200.113. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. § 200.338 Remedies for noncompliance, including suspension or debarment.
13. **False Claims and Statements:** Engineer/Architect acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to actions pertaining to the design contract performed under the Retrofit Grants Program.
14. **Federal Logos:** Engineer/Architect shall not use Department of Homeland Security (DHS) or FEMA seals, logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.
15. **Contract Parties:** Neither the City of Berkeley, nor the Federal Emergency Management Agency (FEMA), nor the California Governor's Office of Emergency Services (Cal OES) is a party to any contract for design or construction services eligible for reimbursement under the Retrofit Grants Program, and neither the City, nor FEMA, nor Cal OES is subject to obligations or liabilities that may result from the contract terms.

Name of Design Professional (Please print)

Signature of Design Professional

Name of Design Firm

Date