



Earthquake Brace and Bolt Program: Rules for Participation



About EBB

The Earthquake Brace + Bolt Program (“EBB Program”, “EBB” or “Program”) was developed to help lessen the potential for loss of life, physical injury, and structural damage during an earthquake.

The EBB Program is funded by Federal Emergency Management Agency (FEMA) Hazard Mitigation Assistance (HMA) grants. The California Governor’s Office of Emergency Services (Cal OES) is the administrator of HMA Programs and is the “grantee” of HMA funds in California. The California Residential Mitigation Program (CRMP) is a “sub-grantee” of HMA funds to implement and deliver programs to increase seismic mitigation measures in high-risk areas throughout the State.

EBB Program benefits are made possible by funding from the California Residential Mitigation Program (the “CRMP” is a joint powers authority established under California Government Code Section 6500, et.seq, whose members are the California Earthquake Authority, a public instrumentality of the State of California, and the California Governor’s Office of Emergency Services, an agency of the State of California) and the Federal Emergency Management Agency (FEMA).

A seismic retrofit strengthens an older house, making it more resistant to earthquake activity such as ground shaking and soil failure. The seismic retrofitting is performed in accordance with California Existing Building Code Chapter A3 (“Chapter A3”) and involves (1) bolting the house to its foundation and (2) bracing, as necessary, the perimeter of the crawlspace.

A typical Chapter A3 retrofit costs between \$3,000 and \$7,000, depending on the location and size of the house, contractor fees, and the materials and work involved. Most homeowners hire a licensed contractor to do the seismic-retrofit work instead of doing it themselves—but if the homeowner is an experienced do-it-yourselfer, a retrofit can cost less than \$3,000.

Owner-occupied houses in Program ZIP Codes as listed on the CRMP website that are suitable for a Chapter A3 retrofit may qualify for an incentive payment of up to \$3,000 to help pay for the retrofit, whether performed by a Licensed General Building Contractor (License Type A or B: NOTE: License B-2 is not eligible to do retrofit work) or by the homeowner.

DISCLAIMER:

- 1. No guarantee of damage prevention or elimination.** An earthquake or natural disaster can occur at any time. The California Residential Mitigation Program (CRMP) and others provide monetary grants to assist qualified homeowners in securing structural home improvements in an effort to reduce (**but not eliminate**) damage or collapse in the event of an earthquake.

2. The Earthquake Brace + Bolt (EBB) Program is described on the CRMP website (www.CRMP.org), which is the only official source of information about EBB. The information on the CRMP website is intended solely as general educational information regarding the potential benefits of earthquake safety, and that none of the information may or should be construed as a guarantee of the efficacy of any particular seismic retrofit or service provider. Anyone who accesses information on the CRMP website acknowledges and accepts that neither CRMP nor its members—California Earthquake Authority (CEA) and California Governor’s Office of Emergency Services (Cal OES)—are offering technical earthquake or seismic engineering advice with regard to any specific structure.

- 3. EBB IS FEDERALLY FUNDED AND FEDERAL GRANTS PRESENT RISK OF PROGRAM MODIFICATION AND LOSS OF FUNDING.**
- 4. CRMP IS NOT RESPONSIBLE OR LIABLE FOR CHANGES IN FEMA OR OTHER FEDERAL FUNDING SOURCES OR RULE CHANGES OR TIMING CHANGES THAT MAY REVISE, REDUCE, OR ELIMINATE FEDERAL FUNDING AVAILABLE FOR THIS PROGRAM.**

5. Americans with Disabilities Act Accommodations. The Americans with Disabilities Act (ADA) prohibits discrimination on the basis of disability just as other civil rights laws prohibit discrimination on the basis of race, color, sex, national origin, age, and religion. Consistent with the ADA and California laws, it is the policy of CRMP to provide reasonable accommodation when requested by a qualified applicant with a disability.

Persons who need assistance in order to participate in this Program should contact us via email at info@crmp.org. Please contact us no later than 30 calendar days prior to any deadline.

- 6. Incentive payments in the FEMA-funded EBB program are generally not subject to federal or state taxation.** However, each Participating Homeowner is encouraged to seek appropriate professional advice on the federal and state tax implications of their receiving the EBB incentive payment and whether the incentive payment will affect eligibility, income thresholds, or limitations, or other issues relating to any healthcare or other programs of interest to the Participating Homeowner.
- 7. Ownership and Authorization.** CRMP is aware that buildings may be owned by more than one person. CRMP does not undertake, and is not responsible for confirming that a building is owned solely by the person applying to EBB or owned with others, or whether the person applying to EBB is authorized to perform or authorize the performance of seismic retrofit work on the building. It is the sole responsibility of each Participating Homeowner to make sure that any and all co-owners have been notified of, and agree to the performance of, the seismic retrofit in connection with the EBB Program.

8. CRMP provides the Contractor Directory and Design Professional Directory on its website only as an informational resource for Participating Homeowners.

The listing of any contractor or design professional in either Directory or on CRMP's website does not constitute CRMP's or EBB's endorsement, approval, or recommendation of any contractor or design professional. Further, the information presented on CRMP's website is provided "as is" without representation or warranty of any kind – as to suitability, reliability, accuracy, applicability, fitness, result, outcome, or any other matter. CRMP and its members shall not have any liability for any disputes with the contractor or design professional selected by a Participating Homeowner.

9. FEMA grants have deadlines which require CRMP to close out all applications by a specific date. All applications must be completed, and reimbursement issued before the CRMP close-out date. **Due to close-out deadlines, there may be rare instances when a homeowner will have less than the usual 180 days to complete their retrofit and submit post-retrofit documentation.**

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Introduction

These Program Rules (“Rules” or “Program Rules”) govern the implementation operations of the EBB Program and are binding on all participants that receive or may receive, or have applied to receive funds through the EBB Program, including homeowners, contractors, and licensed design professionals. All definitions stated in these Rules apply to these Rules, to EBB Program documents, and to content on the CRMP website.

These Rules may be amended at any time, and amended Rules become effective on the date posted on the CRMP website (www.CRMP.org).

By participating in this Program, homeowners and applicants must acknowledge and agree:

- (a) To comply with, and agree to be bound by, all Program Rules set forth herein;
- (b) To affirm and ratify that all statements, representations, information, and records submitted to CRMP are true, correct, and complete in all material respects;
- (c) That participation in the EBB Program or use of EBB funds will not constitute a breach of or default under any law, ordinance, resolution, agreement, or other instrument to which the participant is a party or by which it or any of its properties are bound; and
- (d) To comply with all applicable laws.

Section 1 – Homeowners and the EBB Program

1.1 Official Source of EBB Program Information

The EBB Program is described on the CRMP website, which is the only official source of information about EBB (www.CRMP.org).

1.2 Locations Where EBB Is Offered; ZIP Code Selection Process

The CRMP website lists the ZIP Codes in which EBB is currently offered. Houses located in ZIP Codes not listed on the CRMP website are not eligible for EBB participation.

The ZIP Codes are selected from time to time using criteria approved by the CRMP Governing Board. Applying those criteria entails ordering all California ZIP Codes and then weighting them equally between two categories:

- (a) Earthquake Hazard: Higher-hazard areas were identified using the United States Geological Survey (USGS) earthquake-hazard map for California.
- (b) Seismic Vulnerability of Houses: The seismic vulnerability of houses located in California's higher-hazard ZIP Codes was represented by the percentage of pre-1940 houses in each of those ZIP Codes—older houses are more likely to require seismically resistant bracing and bolting.

1.3 Incentive Payments

EBB offers an incentive payment of up to \$3,000 per house for a seismic retrofit done in accordance with California Existing Building Code, Chapter A3 or other plan sets set forth in Section 1.7.1 or 1.7.2 below (“Chapter A3”) on Qualifying Houses (see Section 1.7) after the applicant has been accepted for participation in EBB, provided the Participating Homeowner:

- (a) is an Eligible Applicant (see Section 1.6);
- (b) sends to the EBB Program all the documentation required by these Rules (see Section 1.10); and
- (c) abides by all EBB Program Rules.

The cost of a qualifying seismic retrofit may exceed the \$3,000 EBB incentive payment—any and all costs associated with a qualifying seismic retrofit that are greater than the EBB incentive payment are the sole responsibility of the Participating Homeowner.

An EBB program incentive payment is a grant of funds, not a loan, and does not have to be repaid. All payments must be used for purposes consistent with these Rules.

1.4 Qualifying Seismic Retrofit

Only seismic retrofits performed in accordance with Chapter A3 qualify for an EBB Program incentive payment.

CRMP requires a Chapter A3 seismic retrofit to be done by a California Licensed General Building Contractor (License Type A or B: NOTE: License B-2 is not eligible to do retrofit work) listed in the EBB Contractor Directory or by an owner-builder, either using a standard plan-set for Type 1 Qualifying Houses (see Section 1.7.1) or using plans prepared by a “Licensed Design Professional” (defined herein as an engineer or architect) for Type 2 Qualifying Houses (see Section 1.7.2). (Note: The value of the labor provided by an owner-builder is not a recoverable cost under the EBB Program and is not considered a reimbursable out-of-pocket expense.)

No Partial Chapter A3 Retrofits Are Permitted: All retrofits, including engineered retrofits, must be in accordance with Chapter A3, which means the retrofit must strengthen all structural weaknesses identified in Chapter A3. The qualifying EBB retrofit must meet or exceed the Chapter A3 requirements for both sill-plate anchorage and cripple-wall bracing (if cripple walls are present). For example, a retrofit that includes new sill-plate anchors but does not brace existing cripple walls will not qualify for the EBB grant.

In addition to the seismic retrofit, the water heater must also be properly strapped. During an earthquake, unsecured water heaters often fall over, rupturing rigid water and gas connections—strapping the water heater will reduce the likelihood of water and fire damage. Note: Incentives for water-heater strapping are only eligible for Program benefits when bracing (if cripple walls are present) and bolting are also being performed on the house.

There may be other code requirements (e.g., installation of smoke and carbon monoxide detectors) when a permit is obtained for residential construction; work performed to meet such other code requirements does not qualify for EBB Program incentive payments.

The seismic-retrofit permit must be issued after acceptance into the Program. However, the retrofit work must not start before pre-retrofit documents and photos are approved by FEMA and CRMP. **Retrofit work started (whether or not completed) before receiving approval from FEMA and CRMP, will make the retrofit wholly ineligible for an EBB incentive payment.**

1.5 Historic Buildings

The Hazard Mitigation Assistance (HMA) grants from the Federal Emergency Management Agency (FEMA) require compliance with federal laws and regulations, including the National Historic Preservation Act (NHPA).

For Subject Buildings qualified as historic, alternate building regulations of the California Historical Building Code (California Code of Regulations, Title 24, Part 8) are allowed, as interpreted by the Building Official.

These Rules take no position on any provisions that may or may not be required by the local jurisdiction regarding the California Existing Building Code, the California Green Building Code, or other code sections that apply to historic buildings.

1.6 Eligible Applicants

“Eligible Applicant” for purposes of the EBB Program means a homeowner who registers and answers the EBB-qualification questions must:

- (a) use the house as their primary residence as of the date of EBB application submission and as of the date the retrofit is completed, as evidenced by driver license, utility bill, or other form of evidence acceptable to EBB or qualify for and receive a “family opportunity mortgage program” for the house offered through a Fannie Mae or Freddie Mac conventional loan;
- (b) be an owner of record on the deed;
 - If the Program participant sells the qualifying home prior to commencement of any physical work, they can transfer participation in the Program to the new owner, with prior approval from EBB and the new homeowner;
- (c) have a valid email address or have access to a valid email address from which they can send and receive email messages; CRMP’s grant portal is web-based and requires participants to communicate via their Property Owner Dashboard and email; and
- (d) register for the EBB Program by completing the EBB Program application with their legal name;
- (e) agree that if they qualify for the Supplemental Grant, AND the grant is \$5,000 or more, AND the house is in a Special Flood Hazard Area, they will:
 1. submit a signed, notarized and recorded Acknowledgement of Conditions for Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds form attesting that they will adhere to the FEMA requirements before any EBB incentive payment will be paid. This form can be found on the CRMP website, and
 2. provide a copy of their flood insurance policy to CRMP.

1.6.1 Eligible Applicants—Houses Held in Trust

If the Qualifying House (See Section 1.7) is owned by or otherwise held in a trust, then the named trustee must satisfy the following “Owner-Occupied” requirements to participate in the EBB Program:

- (a) provide evidence they are a trustee of the trust that owns the Qualifying House;
- (b) register for the EBB application using their legal (trustee) name; and
- (c) provide evidence they, the trustee, reside in the Qualifying House.

1.6.2 Eligible Applicants—Houses Held in Limited Liability Company (“LLC”)

If the Qualifying House (See Section 1.7) is owned by or otherwise held in an LLC, then one of the named Members must satisfy the following “Owner-Occupied” requirements to participate in the EBB Program:

- (a) provides evidence they are a Member of the LLC that owns the Qualifying House;
- (b) registers for the EBB application using their legal (LLC) name; and
- (c) provides evidence they, a Member, resides in the Qualifying House.

1.7 Qualifying Houses

There are two types of Qualifying Houses, and each Qualifying House must satisfy all of the following requirements and be either a Type 1 or Type 2 Qualifying House. The requirements are:

- (a) located in an EBB-Program-eligible ZIP Code, as listed on the CRMP website;
- (b) meet California Existing Building Code, Chapter A3, specifications;
- (c) built before 1980 and sit on level ground or a low slope;
- (d) be a detached residential building composed of one to four dwelling units, with a continuous, raised-perimeter foundation;
- (e) no Chapter A3 brace-and-bolt retrofit has been started or completed before the date of acceptance into the EBB program; and a retrofit may not begin before CRMP provides approval for construction to commence;
- (f) any structural damage must be repaired in accordance with local building code requirements before a house is eligible for an EBB grant. EBB grant funds are to be applied toward preventative work and not for repair; and
- (g) no incentive payment from (i) EBB, (ii) the California Earthquake Authority Brace + Bolt program, or (iii) CRMP’s Earthquake Soft-Story Program or (iv) any other earthquake-retrofit-incentive grant program has been received previously for the legal parcel.

Mobile homes and manufactured homes do not qualify for the EBB program.

1.7.1 Type 1 Qualifying House

The Type 1 Qualifying House, if a cripple wall is present, has a cripple wall (defined as a wood-frame stud wall extending from the top of the foundation to the underside of the lowest floor framing) that does not exceed 4 feet in height in any part of the crawl space. In addition, the Type 1 Qualifying House must not:

- (a) have a lateral-force-resisting system that uses poles or columns embedded in the ground;
- (b) exceed three stories in height or be a three-story house with cripple-wall studs exceeding 14 inches in height;
- (c) be constructed in whole or in part on concrete slab(s)-on-grade*; or
- (d) be classified by the local building department as a house required to be retrofitted with plans prepared by a Licensed Design Professional.

The local building department can approve a Type 1 Qualifying House retrofit to be performed using a standard plan set for Chapter A3 retrofits, such as the Los Angeles Standard Plan Number One or the ABAG (Association of Bay Area Governments) Standard Plan A (sometimes called ABAG Plan Set A).

**A local building department may determine that a house can qualify as a Type 1 Qualifying House if a portion of the house is constructed on a concrete slab-on-grade and the retrofit work is limited to the remainder of the house.*

1.7.2 Type 2 Qualifying House (Plans Prepared by Licensed Design Professional)

Chapter A3 requires that a Type 2 Qualifying House be retrofitted according to plans prepared by a Licensed Design Professional, who must sign the plans and certify in writing that the plans conform to Chapter A3 or FEMA P-1100.

The Type 2 Qualifying House has one of the following characteristics:

- (a) a cripple wall that exceeds 4 feet in height but not taller than 7 feet; or
- (b) a lateral-force-resisting system using poles or columns embedded in the ground; or
- (c) exceeds three stories in height; or
- (d) is a three-story house with cripple wall studs exceeding 14 inches in height; or
- (e) is constructed in part on concrete slab(s)-on-grade; or
- (f) is classified by the local building department as a house required to be retrofitted with plans prepared by a Licensed Design Professional.

1.8 Registering for EBB

During the open registration period stated on the CRMP website for the ZIP Code in which the house is located, the homeowner must either (1) complete their EBB Program registration on the CRMP website or (2) request and submit a completed paper EBB Program application, with the date of submittal to be evidenced by official proof of mailing or other documentary evidence of dispatch by a courier service such as FedEx or UPS.

No incomplete, early, or late registrations will be considered.

By answering the EBB-qualification questions on the CRMP website, the homeowner can determine whether the house is a Qualifying House (see Section 1.7) and that the person registering and answering the EBB qualification questions is an Eligible Applicant (see Section 1.6).

If the house is a Qualifying House and the homeowner is an Eligible Applicant, the homeowner will be permitted to complete registration, add contact information, and authorize EBB to send text alerts when important email communications are sent.

Successfully registering for the EBB Program does not guarantee acceptance into the program.

If the house is not a Qualifying House or if the homeowner is not an Eligible Applicant, the homeowner may sign up for future EBB Program notices and updates but is not eligible to receive an EBB incentive grant.

CRMP is aware that houses may be owned by more than one person. CRMP does not undertake, however, and is not responsible for confirming, that a house is owned solely by the person applying to EBB or owned with others, or whether the person applying to EBB is authorized to perform or authorize the performance of seismic-retrofit work on the house. It is the sole responsibility of each Participating Homeowner to make sure that any and all co-owners have been notified of, and agree to the performance of, the seismic retrofit in connection with the EBB Program.

CRMP determines, in its sole discretion, the number of Participating Homeowner incentive payments it will award.

1.9 Notification of Acceptance into the Program

Registering as an EBB Participating Homeowner and qualifying for the Program after answering registration questions does not guarantee acceptance into the EBB program.

Once homeowner registration closes, CRMP will conduct the random-selection process and randomly selected Participating Homeowners will be accepted into the program. The remainder of the registrants will be placed on a wait list. CRMP will communicate by email with all homeowners who have applied for the Program as Eligible Applicants with Qualifying Houses, regardless of whether they have been selected as a Participating Homeowner or whether they have been placed on a wait list for possible EBB Program participation. Being placed on a wait list, however, does not guarantee acceptance into the Program or eligibility for future EBB incentive payments.

Participating Homeowners should visit www.CRMP.org within 30-days following the notification date of being accepted into the EBB program and log in with their user credentials, as set up during registration. Each Participating Homeowner will have an online “Property Owner Dashboard,” which must be used to upload all required documentation and photographs.

All Participating Homeowners will receive a homeowner packet by mail or by email with detailed Program instructions, including a Step-by Step Guide and a Homeowner Checklist.

For Participating Homeowners in the EBB Program that receive funding from the Federal Emergency Management Agency (FEMA), pre-retrofit documents and photos (see Section 1.11) will be sent to FEMA for its review and approval. The FEMA approval process is expected to take 4-10 weeks. **To remain eligible for the \$3,000 grant, retrofit work must not begin before the Participating Homeowner receives approval from CRMP for retrofit work to proceed.**

1.10 Required Documentation for Incentive Payment and Grant Closeout

Using the Property Owner Dashboard, participating Homeowners must submit all documents described in Sections 1.11 and 1.13 to CRMP, within the required timeline, to qualify for the incentive payment.

A Participating Homeowner may authorize their licensed contractor to submit retrofit documentation on behalf of the Participating Homeowner by following the instructions on the Property Owner Dashboard.

FEMA grants have deadlines which require CRMP to close out all applications by a specific date. All applications must be completed, and reimbursement issued before the CRMP close-out date. **Due to close-out deadlines, there may be rare instances when a homeowner will have less than the usual 180 days to complete their retrofit and submit post-retrofit documentation.**

1.11 Before the Retrofit Begins (Preliminary Process)

Within 90 days after receiving the Program acceptance email from CRMP, Participating Homeowners must do all of the following, using their online Property Owner Dashboard:

- (a) Indicate whether the retrofit project will be performed by a licensed contractor or by the Participating Homeowner as an owner-builder. If the Participating Homeowner is going to hire a contractor to do the retrofit work, the contractor must be a California licensed general contractor with a type A or B license and must be listed on the EBB Contractor Directory (each an “EBB Participating Contractor”)—retrofit projects performed by any contractor who is not an EBB Participating Contractor from the EBB Contractor Directory will not qualify for the incentive payment.
- (b) If hiring a licensed contractor, the Participating Homeowner must do all of the following:
 1. Obtain and submit a bid from an EBB Participating Contractor. If that bid is more than \$10,000, the Participating Homeowner must secure and upload an additional bid from at least one other EBB Participating Contractor.
 2. If the Participating Homeowner wishes to select a bid other than the lowest bid, the Participating Homeowner must provide CRMP the name of the Participating Contractor selected to do the work and state the reason for selecting the higher bid by uploading all that information using the Property Owner Dashboard on the CRMP website.
 3. Bids must include the entire cost of the retrofit including the cost of the building permit.
- (c) Using the Property Owner Dashboard, upload **a building permit that is issued after the date of acceptance into the EBB Program**. Building permits are obtained from the local building inspection department (actual names of these departments vary). The building permit must be solely for the seismic retrofit work and may not include other work on the premises. For example, remodeling or other construction work must be on a separate permit. The building permit must include the following information:

1. If the house is a Type 1 Qualifying House, the building permit must state that the seismic retrofit is to be performed in accordance with Chapter A3 or in accordance with a standard plan set.
2. If the house is a Type 2 Qualifying House, the building permit must state that the seismic retrofit is to be performed in accordance with Chapter A3 using plans prepared by a Licensed Design Professional.
3. The wording on building permits varies, but the criteria immediately above apply to every permit for every Qualifying House.

(d) Upload Plans/Drawings. When submitting Los Angeles Standard Plan Number One or Standard Plan Set A for the retrofit, **highlight or circle the section/detail being used.**

(e) Take and upload eight (8) photographs:

1. Three (3) photos taken in the basement or crawl space showing the cripple walls, if present, and the foundation.
2. Five (5) photos of the exterior of the house. Photos must be date stamped, taken **BEFORE** the retrofit work begins and showing the following views:
 - view one: front of the house;
 - view two: front of the house and the left side;
 - view three: back of the house and the right side;
 - view four: back of the house and the left side; and
 - view five: front of the house and the right side.

(f) Upload a copy of homeowner's driver license or a utility bill to provide proof of residing in the Qualifying House.

(g) Review local County Assessor's or State Board of Equalization's website regarding any pre-construction requirements concerning the seismic retrofitting construction exclusion from assessment provided by section 74.5 of the California Revenue and Taxation Code.

1.12 Extension to 90-day (Preliminary Process) deadline:

If additional time is needed beyond the initial 90 days provided to obtain and submit the required documentation (Sec. 1.11), homeowners may ask for up to an additional 30 days (one time), provided they have already applied and paid for the required permit from their local Building Department. **Any additional days provided beyond the initial 90-day Preliminary Process will be subtracted from the 180-day Post Retrofit Process allowed for the completion of the retrofit, as provided in section in 1.13.** An extension is not guaranteed and is on a case-by-case basis.

1.13 After the Retrofit is Complete

The seismic retrofit must be completed within 180 days after the date of receiving approval to start the retrofit job from CRMP. Within 30-days after completion of the retrofit, the following items must be submitted to CRMP using the online Property Owner Dashboard:

- (a) Signed Building Permit
 1. A copy of the building permit signed by the building inspector after final inspection.

(b) Eleven (11) photos:

1. Three (3) showing the completed retrofit work: taken in the crawl space from the same locations as the “before” photos and showing the cripple walls, if present, the foundation, and the completed retrofit work. Photos must clearly depict the completed retrofit work.
2. Two (2) of the strapped water heater: One (1) taken from the front and one from the side, at an angle, showing the water heater has been strapped with two (2) straps that wrap completely around it and are screwed into the studs or masonry of the wall. If the Participating Homeowner has a tankless hot water heater, it must be secured according to the building code and two (2) photos provided.
3. One (1) showing the access to the crawl space including something to show scale (such as a ruler or yardstick).
4. Five (5) photos of the exterior of the house. Photos must be date stamped, taken **AFTER** the retrofit work is done and taken from the same views as the pre-retrofit photos:
 - view one: front of the house;
 - view two: front of the house and the left side;
 - view three: back of the house and the right side;
 - view four: back of the house and the left side; and
 - view five: front of the house and the right side.

(c) An electronically completed and approved Payment Authorization Form (PAF) stating to whom the EBB payment will be sent.

(d) A final invoice(s) and receipt(s) (not the contractor’s initial bid or proposal) for retrofit-related expenses must be submitted by a Participating Contractor and include:

1. date submitted to Participating Homeowner;
2. participating Contractor contact information, including Participating Contractor’s California license number;
3. start and end dates of retrofit construction work performed;
4. a brief description of the work completed (e.g., seismic retrofit of home for EBB Program or seismic bracing and bolting of residence in accordance with CEBC Chapter A3);
5. cost of labor per hour and number of hours worked;
6. cost and types of materials used;
7. amount of overhead and profit;
8. if services of a Licensed Design Professional were required, the cost of those services must be included;
9. a statement of whether the invoice has been partially or fully paid and indicate whether the payment will be sent to the homeowner or contractor; and
10. the invoice must clearly separate EBB-specific retrofit work from any other construction completed at the property address.

- (e) If the Participating Homeowner performed the work as an owner-builder, the out-of-pocket “House Retrofit Expenses,” which may include the building permit fee and the cost of materials and rented equipment used for the retrofit project. The purchase of tools is not an expense that is reimbursable by EBB. Check the website, CRMP.org, for more details about allowable expenses.
 - 1. Receipts must show the vendor name, address, and phone number and the date(s) of the equipment rental and purchase(s) of materials.
 - 2. The value of labor provided by an owner-builder is not a recoverable cost under the EBB Program and is not considered a reimbursable out-of-pocket expense.

Incentive payments will not be provided if a contractor used by a Participating Homeowner is not in good standing with the Contractor's State License Board, appears on the state or federal debarment list, or is not listed on the EBB Contractor Directory.

1.14 Additional Conditions Regarding Documentation

- (a) The Participating Homeowner must confirm that they have reviewed, and are fully responsible for, the accuracy of all documentation submitted to CRMP, including documentation submitted by a licensed Participating Contractor on behalf of the Participating Homeowner.
- (b) CRMP will reject incomplete documentation and will make reasonable efforts to promptly advise the Participating Homeowner to complete and re-submit the required documentation.
- (c) Failure to submit any completed required documentation to CRMP may render the Participating Homeowner ineligible for an EBB incentive payment.
- (d) The Executive Director or Managing Director of CRMP, in their sole discretion, may waive any requirements or extend any time limits stated in these Rules.

1.15 Retrofit Inspections

As a condition of payment approval, or for quality-assurance purposes, CRMP reserves the right to inspect, upon reasonable notice to the Participating Homeowner, the seismic retrofit work performed on any Qualifying House.

1.16 Payment and Tax Reporting

Incentive payments typically will be mailed within four (4) weeks following final approval by CRMP.

Each Participating Homeowner is encouraged to seek appropriate professional advice on the federal and state tax implications of their receiving the EBB incentive payment and whether the incentive payment will affect eligibility, income thresholds or limitations, or other issues relating to any healthcare or other programs of interest to the Participating Homeowner.

1.17 Program Communications

CRMP communications will be delivered to Participating Homeowners by email.

Neither CRMP nor EBB is (a) responsible or liable for any email communications that are missed, scrubbed, or filtered by anyone's computer system or email

functions or (b) responsible or liable for any communications that are missed, lost, damaged, misdirected, or otherwise not delivered or received through use of U.S. Postal Service mail. CRMP has no obligation to provide other forms of communication.

Section 2 – Participating Contractors and Licensed Design Professionals

Participating Contractors and Licensed Design Professionals hired by Participating Homeowners are not selected by, approved by, governed by, or in any way the responsibility of CRMP or either of its members—CEA and Cal OES.

The appearance of any Participating Contractor or Licensed Design Professional on the Contractor Directory or Licensed Design Professional Directory on the CRMP website is not an endorsement, approval, or recommendation.

EBB, CRMP, and CRMP's members hereby disclaim any and all obligation to maintain, keep current, or monitor the Contractor Directory or Licensed Design Professional Directory or to monitor the licensing, financial condition, contracts, or competence of any Participating Contractor listed on the Contractor Directory or Licensed Design Professional Directory or any Licensed Design Professional hired by a Participating Homeowner.

2.1 Contractor Directory

The Contractor Directory on the CRMP website is a list of California Licensed General Building Contractors (License Type A or B: NOTE: License B-2 is not eligible to do retrofit work) in good standing that:

- (a) have one or more employees, workers, or other associated personnel who have successfully completed the FEMA EBB training videos and quizzes offered on the CRMP website;
- (b) register on the CRMP website as a “Participating Contractor” and maintain an online CRMP account via the CRMP “Contractor Dashboard”;
- (c) affirm on the Contractor Dashboard that the contractor is a California-licensed general contractor with a License Type A or B (NOTE: License B-2 is not eligible to do retrofit work) that is in good standing in a field reasonably related to residential retrofit work on dwellings in California and have that standing accurately reflected on the State of California Contractors State License Board website;
- (d) confirm, acknowledge, and agree that neither CRMP, CEA, nor Cal OES will have any liability or responsibility for any work bid on or performed by the contractor; and
- (e) affirm by signifying on the Contractor Dashboard, that the contractor is not currently barred by the State of California or the federal government from bidding on, accepting, or performing any State of California or federal government-funded public works contracts, either as a contractor or subcontractor.

2.2 To remain listed in the Contractor Directory, a Participating Contractor must:

- (a) comply with all applicable EBB Program Rules and requirements;
- (b) perform all EBB retrofits in accordance with Chapter A3 and ensure that an employee, worker, or other associated person who has taken and successfully completed the FEMA training videos and quizzes offered on the CRMP website, oversees and approves all EBB retrofit work performed by the Participating Contractor;
- (c) provide Participating Homeowners with invoices that clearly and separately show charges for materials, taxes, labor, and overhead, profit, or margin and lists the start and end dates the retrofit work was done (see Section 1.13 (d) for additional requirements);
- (d) ensure that each and every building permit for EBB retrofits is solely for the seismic retrofit work and does not include other work on the premises and includes the required references to Chapter A3 or a standard plan set (for a Type 1 Qualifying House) or the required references to plans prepared by a Licensed Design Professional (for a Type 2 Qualifying House);
- (e) provide on the Contractor Dashboard, upon CRMP's request, evidence of:
 - o a current California contractor's license; and,
 - o a current Contractor Bond or Bond of Qualifying Individual, or both, that meets the statutory requirement, and retain evidence of current workers' compensation insurance for all employees;
- (f) not be barred by the State of California or the federal government from bidding on, accepting, or performing any State of California or federal-government-funded public works contracts, either as a contractor or subcontractor;
- (g) demonstrate a commitment to work within the local jurisdiction's building-construction permitting and inspection processes; and
- (h) provide good workmanship, reasonable pricing, follow all Rules of the EBB program.
- (i) Maintain accurate website and marketing materials consistent with CRMP and EBB written standards, policies and the CRMP website.

Incentive payments will not be provided if a Participating Contractor is not in good standing with the Contractor's State License Board and/or on the state or federal debarment list.

2.3 Licensed Design Professionals (e.g., engineers, architects) must:

- (a) ensure all submissions (e.g., plans, design, letters) completed for an EBB retrofit are in accordance with Chapter A3 of CEBC;
- (b) ensure a stamped and signed letter is provided to the homeowner or Participating Contractor affirming the retrofit plans are in accordance with Chapter A3 of the CEBC; and
- (c) maintain an active California license.

2.4 To remain listed in the Directory, a Licensed Design Professional must:

- (a) comply with all applicable EBB Program Rules and requirements;
- (b) not be barred by the State of California or the federal government from bidding on, accepting, or performing any State of California or federal-government-funded public works contracts, either as a contractor or subcontractor;
- (c) maintain an active license;
- (d) provide good workmanship, reasonable pricing, and in good faith follow all Rules of the EBB program, as applicable; and
- (e) Maintain accurate website and marketing materials consistent with CRMP and EBB written standards, policies and the CRMP website.

CRMP has no obligation to maintain, keep current, or monitor licensing, financial condition, contracts, or competence of any Licensed Design Professional listed in the Directory or any other Licensed Design Professional hired by a Participating Homeowner.

2.5 Removal of Participating Contractor from “Contractor Directory” or Licensed Design Professional from “Design Professional Directory”

- (a) In its sole discretion, CRMP may remove a Participating Contractor or Licensed Design Professional from their respective directory in the event CRMP determines that the Participating Contractor or Licensed Design Professional has failed to comply with EBB Program Rules, including but not limited to the eligibility requirements set forth in this Section 2.
- (b) In its sole discretion, CRMP may remove a Participating Contractor or Licensed Design Professional who is using EBB’s trademark or EBB’s phrase “Brace + Bolt” — or any mark or phrase that is, in CRMP’s sole opinion and discretion, reasonably similar to EBB’s registered marks—in any manner that implies that the Participating Contractor or Licensed Design Professional is affiliated with EBB in any manner beyond its status as a Participating Contractor or Licensed Design Professional.
- (c) CRMP has no obligation to maintain, keep current, or monitor the licensing, financial condition, contracts, or competence of any Participating Contractor or Design Professional listed on their respective directory.
- (d) A Participating Contractor or Licensed Design Professional may be removed from their respective directory in the event CRMP determines that the Participating Contractor or Licensed Design Professional has failed to meet the Program requirements. This includes an engineered retrofit submittal that does not address both sill plate anchorage and cripple wall bracing (if cripple walls are present).
- (e) Any Participating Contractor or Licensed Design Professional that completes work not in accordance with Chapter A3 may be removed from their respective directory.

2.6 Advertising

Participating Contractors are permitted to use wording in their marketing and sales materials that describes their successful completion of the FEMA training videos and testing offered on the CRMP website. In no instance and under no circumstances may a Participating Contractor use language indicating “approval,” “endorsement,” “qualified,” or “referred” by CRMP in marketing or sales materials.

Section 3 – Dispute Resolution

By applying to participate, or participating, in the EBB Program, homeowners, Eligible Applicants, Participating Homeowners, Participating Contractors, contractors and Licensed Design Professionals agree to resolve any dispute or controversy with, or claim against, CRMP or EBB according to the Terms of Use posted on the CRMP website.

3.1 Informal Procedure

In the event a controversy or claim arises out of the use of the CRMP website or participation in EBB, a homeowner, Eligible Applicant, Participating Homeowner, Participating Contractor, contractor or Licensed Design Professional may contact CRMP and discuss the matter informally with the Managing Director or a designee. If the controversy or claim is not resolved during such informal discussions, any party who still feels aggrieved may send a letter to the Managing Director.

The Managing Director or a designee will attempt to meet virtually with the parties within 10 business days of receipt of the letter or such longer period as may be mutually acceptable.

The Managing Director will provide his or her written decision concerning the claim or controversy within 20 days of the conclusion of the meeting. Such decision shall be final.

Homeowners, Eligible Applicants, Participating Homeowners, Participating Contractors, contractors and Licensed Design Professionals are not required to follow this informal dispute-resolution procedure and following this informal dispute resolution procedure does not prevent them from initiating the arbitration procedure described in Section 3.2.

3.2 Mandatory Arbitration

By using the CRMP website or by participating in any way in any EBB program, homeowners, Eligible Applicants, Participating Homeowners, Participating Contractors, contractors and Licensed Design Professionals agree that any claim or controversy arising out of their use of the CRMP website or participating in EBB—that is not settled or resolved by use of the Informal Procedure in Subsection 3.1—must be settled exclusively by arbitration administered by the American Arbitration Association in accordance with its Home Construction Arbitration Rules and Mediation Procedures, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction.

By participating in the EBB Program, homeowners, Eligible Applicants, Participating Homeowners, Participating Contractors, contractors and Licensed Design Professionals, and each of them, acknowledge that:

- (a) each is giving up the right to sue in court, including the right to trial by jury, except as provided by the rules of the American Arbitration Association;
- (b) arbitration awards are generally final and binding, and the ability to have a court reverse or modify an arbitration award is limited;
- (c) the ability to obtain documents, witness statements, and other discovery is generally more limited in arbitration than in court proceedings;
- (d) the arbitrators do not have to explain the reasons for their decision; and
- (e) the rules of the American Arbitration Association may impose time limits for bringing a claim in arbitration.

The prevailing party to the arbitration, as determined by the arbitrator, shall be entitled to reimbursement from the non-prevailing party of the costs of the arbitration, including any American Arbitration Association administration fee, the arbitrator's fee and costs for the use of facilities during the hearings, and reasonable attorney's fees.

Section 4 – Personal Information, Privacy Policy, and Terms of Use

- (a) The information that EBB and CRMP collects, maintains, and uses includes, but is not limited to:
 - personal information about homeowners, Eligible Applicants, Participating Homeowners, Participating Contractors, contractors (and their employees and subcontractors), and Licensed Design Professionals;
 - applications for building permits and building permits;
 - documentation of costs and materials associated with the seismic retrofit;
 - information about houses belonging to homeowners, Eligible Applicants, and Participating Homeowners; and
 - photographs of houses and of the seismic retrofit work.
- (b) Any homeowner, Eligible Applicant, Participating Homeowner, Participating Contractor, contractor or Licensed Design Professional who does not agree that the information described in Section 4 may be collected, maintained, and used for the purposes described in the Privacy Policy and Terms of Use referred to in Subsections (c) and (d) may not become or remain an EBB Participating Homeowner, Participating Contractor or Licensed Design Professional.

- (c) The Privacy Policy posted on the CRMP website pertains to the information described in Subsection 4 (a); that Policy is part of and is incorporated into these Rules by this reference. The Privacy Policy may be amended at any time, and any amendment becomes effective when posted on the CRMP website.
- (d) The Terms of Use posted on the CRMP website www.CRMP.org/terms-of-use pertains to the information described in Subsection 4; that Policy is part of and is incorporated into these Rules by this reference. The Terms of Use may be amended at any time, and any amendment becomes effective when posted on the CRMP website.

Section 5 – Contact Information

Please contact CRMP if you have questions.

California Residential Mitigation Program
400 Capitol Mall, Suite 1200, Sacramento, CA 95814
Toll free: (877) 232-4300

For general questions about EBB visit the CRMP website at: www.CRMP.org

Section 6 – Code of Conduct

CRMP Code of Conduct Policy

We are committed to providing all CRMP participants with a positive and professional experience. This Code of Conduct outlines the expectations for respectful interactions between our participants and CRMP staff.

Mutual Respect and Courtesy

- CRMP staff strive to treat all CRMP participants with respect and courtesy and expect the same in return.
- Respect and courtesy include using professional language and avoiding insults, threats, or discriminatory language.
- If a disagreement arises, we encourage a calm and respectful dialogue.
- CRMP representatives are trained to de-escalate situations and find solutions.

Effective Communication

- CRMP staff encourage clear and constructive communication to ensure we understand CRMP participant needs, and work to provide a positive experience.
- If you have a concern or complaint, please raise it in a professional manner to allow for a productive resolution.

Unacceptable Behavior

- Physical or verbal threats, harassment, intimidation, or coercion towards CRMP staff will not be tolerated. This includes offensive or abusive language, shouting, or swearing.

Consequences

CRMP reserves the right to disconnect calls or end online interactions in cases of unacceptable behavior with the following approach:

1. Any calls which are disconnected will be followed up by a notification in writing, via email, and a warning.
2. Any second instance of unacceptable behavior will be followed up by a notification in writing, via email, and future communications will only be by email and not through the call center.
3. CRMP reserves the right to remove any CRMP participant from CRMP programs due to repetitive violations of this Code of Conduct.

Section 7 – Risk of Loss of Federal Funding

THE EBB PROGRAM IS FEDERALLY FUNDED AND FEDERAL GRANTS PRESENT RISK OF PROGRAM MODIFICATION AND LOSS OF FUNDING AT ANY TIME. SELECTION FOR PARTICIPATION IN THE EBB PROGRAM IS NO GUARANTEE THAT EBB PROGRAM FUNDS ARE AVAILABLE OR THAT INCENTIVE PAYMENTS WILL BE ISSUED.

CRMP IS NOT RESPONSIBLE OR LIABLE FOR CHANGE IN FEMA OR OTHER FEDERAL FUNDING SOURCES OR RULE CHANGES OR TIMING CHANGES THAT MAY REVISE, REDUCE OR ELIMINATE FEDERAL FUNDING AVAILABLE FOR THIS PROGRAM. CRMP AND ITS MEMBERS SHALL HAVE NO LIABILITY TO PARTICIPATING HOMEOWNERS FOR A FAILURE TO ISSUE INCENTIVE PAYMENTS IN THE EVENT OF FEDERAL PROGRAM MODIFICATION OR LOSS OF FUNDING.

Section 8 – Indemnification Provisions

To the fullest extent permitted by law, the Participating Homeowner agrees to defend, indemnify, and hold harmless the CRMP, its members Cal OES and the California Earthquake Authority, and all of their employees, officers, and agents (collectively, "Indemnified Persons") from and against any and all losses, costs, damages, expenses, judgments, and liabilities of whatever nature including, but not limited to, attorneys', accountants' and other professionals' fees and expenses, litigation and court costs and expenses, amounts paid in settlement and amounts paid to discharge judgments and amounts payable by an Indemnified Person in any way relating to or arising out of:

- (a) the actual or alleged failure of the Participating Homeowner to comply with the terms of this EBB Program or with any other requirement or condition set forth in the EBB Program Rules;
- (b) the operation or undertaking of each retrofit project funded by the EBB Program;
- (c) death or injury to any person; and
- (d) damage to or destruction of any property arising out of or in any way related to a retrofit project funded by the EBB Program;

Notwithstanding the foregoing, no indemnification shall be required of an Indemnified Person to the extent such losses are determined by the final judgment of a court of competent jurisdiction to be the result of the gross negligence or willful misconduct of such Indemnified Person. For the avoidance of doubt, the scope of this indemnification includes, but is not limited to, any and all costs arising from third-party claims relating to the EBB Program, including but not limited to claims brought by Licensed Design Professionals and Participating Contractors.

The provisions of this Section 8 shall survive the end of the EBB Program, and the obligations of the Participating Homeowner hereunder shall apply to losses or claims whether asserted prior to or after the end of the EBB Program. In the event of a failure by the Participating Homeowner to observe the covenants, conditions and agreements contained in this Section, any Indemnified Person may take any action at law or in equity to collect amounts then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Participating Homeowner under this Section 8. The obligations of the Participating Homeowner under this Section 8 shall not be affected by any assignment or other transfer by the CRMP of its rights or interests under the EBB Program Rules and will continue to inure to the benefit of the Indemnified Persons after any such transfer. The provisions of this Section 8 shall be cumulative with and in addition to any other agreement by the Participating Homeowner to indemnify any Indemnified Person.

Section 9 – Recoupment of Costs

Participating Homeowner acknowledges that they are each individually responsible for compliance with these Program Rules, and all state and federal laws and regulations applicable to the EBB Program and the retrofit project. Breach of these Program Rules and/or failure to comply with such laws or regulations may result in all or a portion of the EBB Program incentive payments becoming subject to recoupment by CRMP. If an EBB Program incentive payment is subject to recoupment, CRMP will notify the Participating Homeowner in writing and the Participating Homeowner shall promptly, and in any event within thirty (30) days of receiving such notice, return all funds disbursed by CRMP. In addition, Participating Homeowner shall be responsible for, and hereby agrees to promptly pay or reimburse the CRMP for all costs incurred by the CRMP, its employees, officers and agents (including without limitation, attorneys' fees) related to or arising out of such recoupment, including without limitation costs of any related investigation, audit and/or collection efforts.

A Project of the



www.CRMP.org

Supporting Seismic Retrofit Programs in California



A Joint Powers Authority of the California Earthquake Authority and
the California Governor's Office of Emergency Services

