



**City of St. Louis**  
**DIVISION OF BUILDING & INSPECTION**  
**DEPARTMENT OF PUBLIC SAFETY**  
 Cara Spencer  
 MAYOR



**Shawn Dace**  
 Director of Public Safety

**Ed Ware**  
 Building Commissioner

August 21, 2025

Board of Estimate & Apportionment  
 1200 Market St, Rm.414  
 St. Louis, MO 63103




Dear Board of Estimate & Apportionment,

This cover letter is addressed to aid your review of the attached Professional Services Agreement for the Building Division, Department of Public Safety with Kwame Building Group Inc. You will find:

- The vendor's name, address, Federal I.D. No. and telephone number are as follows: Kwame Building Group Inc/ 1204 Washington Ave / St. Louis, MO 63101 / ph. 314-862-5344 / Federal Tax ID No. 43-1585230
- Description and Duration of Contract: 6 months beginning August 1, 2025 through January 31, 2026.
- The contract agreement is not to exceed \$4,739,127.
- Fees will be charged to the following account 1509.17.620014.561500.0000 [P1] with a not to exceed \$4,739,127 for the contract period.

We respectfully ask for your approval of the attached contractual agreement.

Regards, 

Shawn Dace  
 Director of Public Safety

**AGREEMENT BETWEEN  
KWAME BUILDING GROUP  
AND  
THE CITY OF ST. LOUIS, BY AND THROUGH ITS  
DEPARTMENT OF PUBLIC SAFETY**

This agreement, (this "Agreement"), by and between The Kwame Building Group, Inc. ("Contractor"), a Missouri corporation and the City of St. Louis, by and through its Department of Public Safety (hereinafter "the City"), is made and entered into this \_\_ day of August, 2025.

**Terms of Contract**

1. The City has determined that Contractor is a contractor as defined in 2 CFR 200.331 and that this Agreement is a contract.
2. To the extent that this Agreement involves the use of, in whole or in part, federal funds, Contractor agrees to comply with the Terms and Supplementary Conditions set forth in Attachment F and incorporated herein.
3. Contractor shall utilize a financial management system sufficient to permit preparation of detailed financial reports to document compliance with, and to trace funds to a level of expenditures to establish that they have been used according to the federal statutes, regulations, and the terms and conditions of this Agreement. Contractor's financial management system shall provide for the following:
  - A. Clear identification of the Agreement funds, received and expended, and the program under which they were received;
  - B. Accurate, current, and complete disclosure of the financial results of the work under this Agreement in accordance with the federal reporting requirements;
  - C. Records that identify the source and application of funds for the contract-funded activities. These records must contain information relating to the Agreement, authorizations, obligations, unobligated balances, assets, expenditures, income, and interest, and be supported by source documentation;
  - D. Effective control over, and accountability for, all funds, property, and other assets. Contractor must safeguard all assets and assure that they are used solely for authorized purposes;
  - E. Comparison of expenditures with budget amounts for the Agreement;

**Contract Period**

4. The term of this Agreement shall begin on the date hereof. At such time, Contractor shall begin pre-construction services. **At a date not later than fourteen days from the date hereof, Contractor shall procure that its general contractors begin work pursuant to Scope of Work attached hereto as Attachment A.** The term of this Agreement shall continue for a duration estimated to be between three (3) and six (6) months, as necessitated by programmatic

needs and subject to the availability of funds.

### **Invoicing and Payment**

5. The City shall reimburse Contractor for payments made by Contractor to its general contractors in accordance with this Agreement (the "GC Reimbursements"). The GC Reimbursements shall include actual, reasonable, and allowable costs incurred for subcontractor work, overhead, and management, without markup on subcontracted work. The total amount of GC Reimbursements to be paid hereunder shall not exceed \$4,289,127 (the "GC Maximum"). The GC Reimbursements shall be paid as follows: the City shall advance to Contractor an amount equal to 10% of the GC Maximum (a "10% Advance"). Contractor shall, by documented evidence, calculate the amounts paid to general contractors under this Agreement and charge such amounts against the 10% Advance. When Contractor has spent 90% of the 10% Advance, Contractor shall notify the City, and the City shall make another 10% Advance. The total amount of 10% Advances made by the City shall not exceed the GC Maximum.
6. For the avoidance of any doubt, Contractor shall not bear any risk with respect to unfinished work should the GC Maximum be reached. Instead, at such time, all work will cease and this Agreement shall be deemed terminated pursuant to Section 30. The parties shall cooperate to ensure that the GC Maximum is not exceeded.
7. The City, upon receipt of verified monthly invoices and supporting documentation of allowable incurred costs, shall reimburse Contractor for the delivery of services as provided in Attachment A. Invoices will be paid in an amount not to exceed \$75,000 per month (the "PM Fees"), and the total amount of PM Fees paid under this Agreement shall not exceed \$450,000.
8. Contractor shall provide a payment schedule and work progress reports on a monthly basis, including a subcontractor disbursement summary and lien waiver certifications. Contractor shall not be required to front costs unless payment timelines are not met by the City, in which case the City shall work with the Comptroller to expedite payment as necessary.
9. To facilitate timely disbursement of funds, Contractor and the City agree to coordinate with the Office of the Comptroller to establish streamlined review and release procedures for monthly pay applications. Contractor shall submit consolidated invoices including subcontractor activity with appropriate documentation.
10. Contractor shall submit its first invoice and supporting documentation to the City within 30 days following execution of this Agreement. Contractor shall submit a final invoice and supporting documentation within 20 days following termination of this Agreement. Failure to submit timely invoices and supporting documentation may result in withholding of payment.
11. All other invoices submitted for payment must be submitted within 15 days after the end of the month services were rendered.

12. All invoices and supporting documentation will be reviewed by the City. Invoices not approved for payment by the City will be returned to Contractor within ten days of receipt, along with a written explanation of disputed invoice amounts. Invoices may be resubmitted to the City within 30 days with appropriate correction and/or supporting documentation. Any invoice that is not submitted within these time frames will not be paid. Invoices will be paid by the City approximately four weeks after receipt once all information is verified as correct and complete.
13. This Agreement is funded through funds received by the City of St. Louis from the U.S. Department of the Treasury pursuant to the American Rescue Plan Act of 2021 (ARPA). ALN # & Title: 21.027 - Coronavirus State and Local Fiscal Recovery Funds / FAIN: SLFRP 1969 / Federal Award Date: May 21, 2021 / Federal Award Amount Awarded to City: \$498,076,054.00.

**Non-Appropriation/Re-Appropriation of Funds**

14. Notwithstanding any other provision to the contrary herein contained, the City of St. Louis reserves the right to not appropriate funds to make any payments required hereunder in any fiscal period or to re-appropriate existing funding. In the event funds are not appropriated by the City of St. Louis for the purpose of making payment as required herein or funds are re-appropriated for another purpose, this Agreement shall terminate as of the last day of the fiscal period for which appropriations were made, without penalty or expense to the City whatsoever, except as to the extent portions of the funds previously appropriated are otherwise available. The City will immediately notify Contractor of any such re-appropriation. Non-appropriation or re-appropriation shall not constitute a default hereunder.

**Scope of Services**

15. Contractor shall perform the services outlined and required by the City in the attached Scope of Work (Attachment A).

**Recordkeeping and Audit Requirements**

16. Contractor shall maintain adequate records to establish that the funds provided herein are expended on eligible costs. All records and documentation shall be made available to City and/or authorized agents to the extent necessary to adequately permit evaluation and verification of Contractor's full compliance with contract documents. In those situations where Contractor's records have been generated from computerized data or records, in addition to hard copy (reports), Contractor shall provide such information on disk or in a suitable alternative electronic format. Financial records, supporting documentation, statistical records, and all other records pertinent to this contract's activities shall be retained by Contractor for a period of at least five (5) years from the date of final payment under this contract and for any longer period, if any, required by local, state or federal agencies. Contractor shall maintain such records and accounts, including property, personnel and financial records, as are deemed necessary to assure a proper accounting of all contract funds. Upon request by the City, Contractor shall allow the City to monitor the services provided by Contractor through site visits during normal business hours. Contractor shall

make all records available for inspection by representatives of the City during normal business hours. In addition, Contractor agrees to the following:

- A. If any litigation, claim, or audit is started before the expiration of the five (5) year period, the relevant records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken;
  - B. If Contractor is notified in writing by U.S. Department of the Treasury, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or the City to extend the retention period, Contractor shall extend the retention period as requested;
  - C. Any records for equipment acquired with federal funds must be retained for five (5) years after final disposition of the equipment.
17. The City reserves the right to audit Contractor's accounts relating to this Agreement at any time. Any questioned costs that may arise as a result of any audit can only be resolved in one of the following ways:
- A. Introduction of the appropriate documentation;
  - B. Resolution of the questioned cost by Contractor in a manner that is satisfactory to City;
  - C. Repayment of questioned costs to the City.

**Independent Contractor**

18. Contractor is, and at all times hereunder, shall be and remain an independent contractor and nothing herein shall be interpreted to mean that Contractor or any of its employees or agents is an employee or agent of the City of St. Louis.

**Indemnification**

19. Contractor shall protect, defend, indemnify, reimburse, and hold harmless the City of St. Louis, its Board of Aldermen, and its officers, employees, and agents from and against all liabilities, losses, suits, claims, judgments, and fines or demands for damages to persons or property, including all reasonable costs for investigation and defense thereof (including, but not limited to, attorneys' fees, court costs, and expert fees), of any nature whatsoever arising out of, resulting from, or relating to the work performed under this Agreement, including, but not limited to, the acts or omissions of Contractor's officers, agents, employees, consultants, subcontractors, licensees, invitees, or independent consultants and the use or occupancy of City of St. Louis premises or vehicles ("Claims"). This indemnity shall be interpreted in the broadest possible manner to indemnify the City of St. Louis for any acts or omissions of Contractor, or its subcontractors, either passive or active, irrespective of fault, including the City of St. Louis's concurrent negligence, whether active or passive. Contractor's duty to defend and indemnify shall arise even if the City of St. Louis, or its officers, employees, and agents, are the only party sued by claimant and/or claimant alleges that the negligence or willful conduct of the City of St. Louis, or its officers, employees, and agents, were the sole cause of claimant's damages. Contractor shall also use counsel

reasonably acceptable to the City Counselor of the City of St. Louis, or their designee, in carrying out its obligations hereunder.

20. Contractor shall provide a payment schedule and work progress reports on a monthly basis, including a subcontractor disbursement summary and lien waiver certifications. Contractor shall not be required to front costs unless payment timelines are not met by the City, in which case the City shall work with the Comptroller to expedite payment as necessary.
21. No alderman, director, commissioner, board member, officer, employee, or other agent of the City of St. Louis shall be personally liable under or in connection with this Agreement.
22. The Provisions of this section survive the expiration or early termination of this Agreement.

### **Insurance**

23. Contractor shall procure and maintain, at Contractor's expense, the following insurance covering all operations, goods or services provided pursuant to this Agreement, for the duration of this Agreement:
  - A. General Liability Coverage insuring property damage and injury to persons of at least \$1,000,000.00 each occurrence/\$3,260,000.00 general aggregate;
  - B. Automobile/Motor Vehicle Coverage (including non-owned and hired vehicle coverage) of at least \$500,000 personal injury and \$500,000 property damage; or of at least \$1,000,000 combined limit, if applicable; and
  - C. Worker's Compensation Insurance as required by the State of Missouri.
24. These amounts included above shall not be construed to limit the liability of the Contractor.
25. Certificates of Insurance (ACORD Form) evidencing the policy dates and policy coverages of such insurance must be provided to the City of St. Louis prior to execution of this Agreement. All policy coverage shall be primary and non-contributory. For Commercial General Liability and Auto Liability, Contractor shall include the "City of St. Louis", its elected and appointed officials, employees, and volunteers as Additional Insured. Certificates attesting to the coverage shall be attached hereto as Attachment G and mailed to:

City of St. Louis  
1200 Market St.  
St. Louis, MO 63103

26. Contractor's insurance provider shall be authorized to transact business in the State of Missouri and registered with the Missouri Department of Insurance - Financial Institutions & Professional Registration. In addition, the Insurance company must have a financial strength rating of "A-" or better and a financial class size IV or greater as indicated in A.M. Best's Key Rating Guide (<http://www.ambest.com/home/default.aspx>).

27. Such liability insurance coverage must also extend to damage, destruction and injury to City owned or leased property and City personnel, and caused by or resulting from work, acts, operations, or omissions of Contractor, its officers, agents, employees, consultants, subcontractors, licensees, invitees, representatives, and independent consultants and, contractual liability insurance sufficient to cover Contractor's indemnity obligations hereunder. The City will have no liability for any premiums charged for such coverage. This insurance requirement is not intended to, and does not make the City a partner or joint-venture with Contractor in its operations hereunder. Each such insurance policy must, by endorsement, provide primary coverage to the City when any policy issued to the City provides duplicate or similar coverage and, in such circumstances, the City's policy will be excess over Contractor's policy.

#### **Termination**

28. This Agreement may be terminated by the City for convenience and without cause upon thirty (30) calendar days written notice delivered to Contractor, in which event Contractor shall be paid for all work performed up until the date of termination.
29. This Agreement may be terminated by either party for cause upon ten (10) calendar days written notice delivered to the other should the other party fail substantially to perform in accordance with the Agreement's material terms. The non-performing party may use this ten (10) day notice period as an opportunity to cure any failure to substantially perform. If Contractor fails to cure within said notice period, it shall indemnify the City against any loss caused by said abandonment.
30. If Contractor reasonably believes that the total amount of GC Reimbursements is approaching the GC Maximum, Contractor shall instruct its general contractors and their subcontractors to cease operations, and this Agreement shall be deemed terminated.
31. Upon the termination of this Agreement for any reason, the parties shall calculate the total amount of GC Reimbursements actually billed and the total amount of 10% Advances actually advanced. If the total amount of 10% Advances exceeds the total amount of GC Reimbursements, Contractor shall repay the difference to the City. If the total amount of GC Reimbursements exceeds the total amount of 10% Advances, the City shall pay the difference to Contractor.

#### **Earnings Tax Requirements.**

32. Every contract for services executed on behalf of the City shall require certification from the Collector of Revenue dated not more than thirty (30) working days prior to the execution of the contract stating that the contractor has paid all City earnings taxes due as of the date of the certification and has filed all returns of earnings tax and payroll expense tax required to be filed as of the date of the certification and from the License Collector that the contractor has a current business license, if applicable. Any contract for services executed without such certifications shall be void and of no force or effect.

33. Every contract for services executed on behalf of the City shall reflect a deduction of the earnings tax at the rate of one per cent on the amount of each payment, subject to subsequent adjustment or refund when the subject earnings tax return is filed.

**Non-Discrimination Policy**

34. The Contractor agrees that in performing any services resulting from this Agreement neither he/she nor any one under his/her control will permit discrimination against any business, employee or applicant for employment because of race, color, age, religion, sex, familial status, disability, sexual orientation, national origin or ancestry.

**Amendments**

35. This Agreement may be amended only by mutual consent of the Parties, provided that before any amendment becomes operative, it shall be reduced to writing and signed by the Parties.

**[Reserved]**

36. [Reserved]

**Living Wage**

37. This Agreement is subject to the St. Louis Living Wage Ordinance (Ordinance No. 65597, codified at Chapter 3.99 of the Revised City Code of St. Louis (2020)) and associated Regulations. Contractor hereby agrees to comply with the following measures:

- A. **Minimum Compensation:** Contractor hereby agrees to pay an initial hourly wage to each employee performing services related to this Agreement in an amount no less than the amount stated on the Living Wage Bulletin attached hereto as Attachment C. The initial rate shall be adjusted each year no later than April 1, and Contractor hereby agrees to adjust the initial hourly rate to the adjusted rate specified in the Bulletin at the time the Bulletin is issued and posted at <https://www.flystl.com/civil-rights/business/business-diversity-development-1/living-wage>.
- B. **Notification:** Contractor shall provide the Living Wage Bulletin to all employees, together with a Notice of Coverage, in English, Spanish, and other languages spoken by a significant number of the Contractor's employees, and within thirty (30) days of contract execution for existing employees, and within thirty (30) days of employment for new employees.
- C. **Posting:** Contractor shall post the Living Wage Bulletin, together with a "Notice of Coverage" in English, Spanish, and other languages spoken by a significant number of the Contractor's employees, in a prominent place in a communal area of each worksite covered by this Agreement.
- D. **Subcontractors-Service Contracts:** Contractor hereby agrees to require subcontractors to comply with the requirements of the Living Wage Regulations, and hereby agrees to be

responsible for the compliance of such subcontractors. Contractor shall include these Living Wage Compliance Provisions in any contract with such subcontractors.

- E. **Term of Compliance – Service Contracts:** Contractor hereby agrees to comply with these Living Wage Compliance Provisions for as long as work related to this Agreement is being performed by Contractor's employees, and to submit the reports in the form of the document \_\_\_\_\_ located \_\_\_\_\_ at <https://www.flystl.com/uploads/documents/living-wage/Annual-Report-Form-For-Current-Contractors.pdf> for each calendar year or portion thereof during which such work is performed.
- F. **Reporting:** Contractor shall provide the Annual Reports and attachments required by the Ordinance and the Regulations.
- G. **Penalties:** Contractor acknowledges and agrees that failure to comply with any provision of the Ordinance and/or providing false information may result in the imposition of penalties specified in the Ordinance, which penalties may include, without limitation, per order of the City Compliance Official, the following:
- i. Suspension and/or termination of the contract, subcontract, lease, concession agreement, or financial assistance agreement by the City;
  - ii. Forfeiture and repayment of any or all of the financial assistance awarded by the City of St. Louis;
  - iii. Barring the Contractor from eligibility for future City contracts and/or financial assistance until all ordered relief has been made or paid in full;
  - iv. Liquidated damages payable to the City of St. Louis in the amount of \$500 for each week, or part thereof, that an employee has not been provided wages and benefits in accordance with the Living Wage Ordinance. Each weekly violation shall constitute a separate violation of the Ordinance and must be demonstrated separately.

#### **Service Contract Prevailing Wage**

38. For all positions listed on the Secretary of Labor's wage and fringe benefits determination, located at <https://sam.gov/wage-determination/2015-5075/29> and as amended from time to time, Contractor will provide the minimum prevailing wage and the minimum prevailing fringe benefits on such wage and fringe benefits determination and abide by the terms of Ordinance No. 62124, codified at Chapter 6.20 of the Revised Code of the City of St. Louis (2020). If Contractor subcontracts any services for which Contractor is obligated under this Agreement, Contractor shall provide in any service subcontract (1) provisions specifying the minimum prevailing wage and the minimum prevailing fringe benefits to be paid to the subcontractor's service employees and (2) a representation by the subcontractor to abide by the terms of this chapter and to pay and provide to all service employees said minimum prevailing wage and minimum prevailing fringe benefits as noted in the service subcontract.

### **Governing Law & Venue**

39. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the Circuit Court of the City St. Louis. All Parties expressly consent to personal jurisdiction and venue in such Court for limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

### **Prohibition on Limitations of Liability Clauses**

40. Any clause in this Agreement interpreted to limit Contractor's liability shall not be enforced to the extent that it acts as a limitation of Contractor's liability. Limitations of liability include, but shall not be limited to:
- A. Limitations, exclusions, or disclaimers of the City's right to bring a breach of warranty or breach of contract claim under this Agreement;
  - B. Limitations, exclusions, or disclaimers of exemplary, special, or consequential damages resulting from, relating to, or arising out of a breach of warranty or breach of contract claim under this Agreement;
  - C. Monetary caps on the amount a vendor or contractor will pay to the City under any circumstances;
  - D. Limits on, or disclaimers of, certain damages;
  - E. Limitations, exclusions, or disclaimers on the City's right to bring suit for losses, damages, injuries, costs, or expenses.

### **Public Records Law**

41. The Parties to this Agreement acknowledge that the City is a "public governmental body" under and subject to the State of Missouri's Sunshine Law (the "Act"), Revised Statute of Missouri § 610.010 et seq. The City will not give prior notice of receipt of a request under the Act for any record that has been provided to it by Contractor, nor of any record disclosed pursuant to the Act. Notwithstanding anything to the contrary contained in this Agreement, nothing in this Agreement is intended to supersede, modify, or diminish in any respect whatsoever any of the City's rights, obligations, and exceptions under the Act, nor will the City be held liable for any disclosure of records, including information that the City determines in its sole discretion is a public record subject to disclosure under the Act.

### **Duty to Cooperate**

42. The Parties agree to cooperate in good faith to take any action not specifically set forth in this Agreement that is reasonably required to effectuate the intent of this Agreement, including, but not limited to, internal and personnel investigations, responses to discovery requests, press inquiries, and Sunshine Law requests.

### **Force Majeure**

43. Neither party shall be liable in damages or other relief for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control, including but not limited to: acts of God, government restrictions (including the denial or cancellation of any necessary license), wars, insurrections, public health emergency and/or any other cause beyond the reasonable control of the party whose performance is affected (including mechanical, electronic, or communications failure). Additionally, the aforesaid conditions shall also include, but not be limited to, any governmental declaration of an emergency or public health emergency defined in part as, but not limited to: "any situation or an impending situation caused by the forces of nature, an accident, an intentional act or otherwise that constitutes a danger of major proportions to life or property including epidemics, illness, communicable disease outbreak or communicable and virulent disease, specific health related behavior, or other health related events clearly in excess of normal expectancy which would make compliance with the contract impossible or performance of the contract commercially impracticable, unreasonable, or fundamentally at variance with regulated health practices under the circumstances.
44. Each party hereunder shall still have the duty to mitigate any and all losses which occur due to the non-performance as stated above and if a contracting party can otherwise continue to satisfy its contractual obligations in a commercially reasonable manner, the force majeure clause will not operate to absolve that party from its contractual responsibilities.

#### **Assignment and Subcontracting**

45. This Agreement shall not be assignable by Contractor without the prior written consent of the City. Consent of the City shall be based on whether the best interests of the City and the City's residents would be served by the assignment, and may not be unreasonably withheld.
46. Contractor shall not sub-contract any portion of this Agreement without the written consent of the City, which may not be unreasonably withheld.

#### **Unauthorized Alien Employees**

47. Contractor shall, pursuant to the provisions of Sections 285.530 through 285.555 of the Revised Statutes of Missouri 2016, as amended, by sworn affidavit (attached hereto as Attachment D) and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Agreement, and affirm that it does not knowingly employ any person who is an unauthorized alien in connection with this Agreement pursuant to the above-stated Statutes.

#### **Compliance with Section 34.600 of Revised Statues of Missouri**

48. Contractor shall, pursuant to the provisions of 34.600 of the Revised Statutes of Missouri, by sworn affidavit (attached here to as Attachment E) affirm that it is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

#### **Intellectual Property**

49. The City and Contractor intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Contractor and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, "Materials"), shall belong to the City. Contractor shall disclose all such items to the City and shall assign such rights over to the City upon completion of this project. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a "work made for hire" and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a "work made for hire," Contractor (by this Agreement) sells, assigns, and transfers all right, title, and interest in and to the Materials to the City, including the right to secure the copyright, patent, trademark, and other intellectual property rights throughout the world and to have to hold such rights in perpetuity.

#### **City Data Offshore Use and Storage**

50. If during the term of this Agreement, Contractor or subcontractor has certified that City data will be used and stored on servers in the United States and proceeds to shift City data or use thereof outside of the United States, Contractor shall be deemed in breach of contract, unless the City shall first have determined in writing that extraordinary circumstances require the shift of the City's data use or storage or that a failure to shift the City's data use or storage would result in economic hardship to the City.
51. If during the term of this Agreement, City data is received or modified by Contractor's or subcontractor's offshore workers or servers, such offshore receipt or modification of City data will be deemed a breach of contract.

#### **Prohibition of Clickwraps and End User License Agreements**

52. The Parties shall not be bound by any digitally-mediated clickwrap or end user license agreement (EULA) that relates directly or indirectly to the work or transaction contemplated by this Agreement. Any such EULA accepted by any City employee that relates directly or indirectly to the work or transaction contemplated by this Agreement shall be non-binding on the Parties to this Agreement.

#### **When Rights and Remedies Not Waived**

53. In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the Contractor. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

#### **Severability**

54. If any court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the

provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision hereunder.

**Captions**

55. The captions and headings of this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of any provisions of this Agreement.

**Authority**

56. The undersigned representatives, by execution of this Agreement, hereby warrant and represent that they are qualified and have full right, power, and authority to execute and enter into this Agreement.

**Entire Agreement**

57. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter set forth herein and this Agreement supersedes any and all prior and contemporaneous oral or written agreements or understandings between the Parties relative thereto. No representation, promise, inducement, or statement of intention has been made by the parties that is not embodied in this Agreement. This Agreement cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement duly executed by all of the Parties hereto.

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### Attachments List

It is understood and agreed that the Attachments hereto attached are all essential documents of the Agreement that are incorporated herein and Contractor agrees to comply with all procedures, conditions, and policies therein.

Attachment A: Scope of Work

Attachment B: [Reserved]

Attachment C: Living Wage Compliance Provisions

Attachment D: Unauthorized Alien Employee Affidavit


Attachment E: Affidavit of Compliance with Anti-Discrimination Against Israel Act

Attachment F: Terms and Supplementary Conditions

Attachment G: ACORD Certificate of Liability Insurance

The Contractor and City hereby agree to all terms and conditions as set forth in this Agreement and in witness thereof, the parties hereto execute this Agreement.

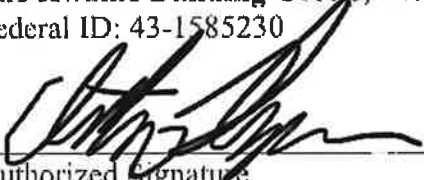
**The City of St. Louis**



Shawn Dace  
Director, Department of Public Safety

\_\_\_\_\_  
Date

**The Kwame Building Group, Inc.**  
Federal ID: 43-1585230

  
\_\_\_\_\_  
Authorized Signature

ANTHONY THOMPSON  
\_\_\_\_\_  
Printed Name

3/27/25  
\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
City Counselor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Comptroller

\_\_\_\_\_  
Date

\_\_\_\_\_  
Register

\_\_\_\_\_  
Date

## ATTACHMENT A

### SCOPE OF WORK

#### Overview:

The Program Manager will hire and oversee approved general contractors to provide emergency residential stabilization (boarding damaged windows and doors, tarping roofs, and limited debris clearance to access work areas and clear property ingress and egress) in response to the May 16, 2025 Tornado.

#### Compensation Model:

- General Contractors will be paid a flat-rate for each parcel on which work is completed
- Subcontractors will be paid a flat rate for each work item completed.
- All General Contractors will be paid the same rate per parcel.
- Each agreement between the Program Manager and a general contractor shall include a provision stating the maximum amount the general contractor may be paid thereunder. The total of all such maximums shall not exceed the GC Maximum.
- All subcontractors will be paid the same rates per work item.
- Parcel rates and unit rates may be modified, but any modification must be approved by the Program Manager and the City of St. Louis.
- Each parcel and work item will be reviewed by the Program Manager, and when approved, submitted by the Program Manager to the City for payment approval.
- Parcel and work-item rates will be determined in the initial pre-construction period.

#### Program Manager Scope of Work:

- Hire and oversee General Contractors, approved by the City, to complete stabilization work as outlined here and in the General Contractor Scope of Work below.
- Receive intake information from the Department representative.
- Follow-up with each property owner to confirm stabilization needs.
  - Make reasonable efforts to contact potentially impacted property owners associated with no less than 5,600 requests for service.
    - City will provide all known information regarding property owners to Contractor.
    - Contractor will attempt to reach owners on at least three separate days and varying times at each contact method provided prior to closing out record as unreachable.
    - Contractor will complete intake questionnaire with each contacted property owner. If contact person is not property owner (e.g.: renter), Contractor will make reasonable efforts to contact property owner.
  - Refer all confirmed requests for stabilization work to approved General Contractor
- Manage legal documentation such as requests for access and liability waivers.
  - Right of Entry form (for each parcel)
  - Certificates of Insurance (for GCs and subs)
  - Conflict of Interest forms (for PM, GCs, and subs)

- Lien Waivers (from property owner, if required)
- Utilize City-managed work order management system STL CityPermits.
- Send address and intake information to GC and copy the Department.
- Review and authorize **General Contractors' work order submissions** to ensure accuracy and alignment with project requirements
  - Verify supporting documentation for each completed work item, including satisfactory photographic evidence.
  - Refer pre-stabilization tasks that fall outside the GC's scope (e.g., removal of hazardous trees or vegetative debris) to STL CityPermits for resolution.
  - Track the status of work orders submitted to STL CityPermits and, upon confirmation of completion, reassign the property to the GC for continuation of stabilization efforts.
- Conduct adequate on-site inspections to verify work quality and completion.
- Review and approve the General Contractors' pay requests.
- Conduct **weekly progress meetings with General Contractors**.
- **Submit weekly progress reports to the City of St. Louis**.
  - To include, but not limited to: parcels completed, work items completed, parcels for which work could not be completed and reason for refusal.
  - A portion or all of this reporting may be automatically submitted via STL CityPermits.
- Provide safety oversight to ensure accountability for the safety performance of the GCs.
- Establish and maintain a local presence, including point-of-contact services for mail, telephone, and email for service requests and inquiries.
- Manage materials warehouse.
- To ensure equitable distribution of stabilization work across the disaster area, the Department reserves the right to modify General Contractor zone assignments.
- General Contractors and Subcontractors reserve the right to refuse to work on a parcel due to safety concerns.

## INCLUDE IN SUBCONTRACT

### **General Contractor Scope of Work:**

- Receive address/resident intake information from Program Manager
- Inspect each parcel address received, document and photograph each necessary work item, including roof damage, each damaged opening, and all debris clearance necessary to access work areas or building access points.
  - Document any safety concerns and/or structural concerns and report to PM.
- Develop scope of work and price quote and send to Program Manager for approval.
- Contract with a prequalified list of subcontractors, provided by the City of St. Louis.
- Track progress of approved work orders.
- Execute contracts with subcontractors, review subcontractor invoices, verify certificates of insurance, track lien waivers, and process subcontractor invoicing.
- Submit work order closeout reports with documentation and photos of each work item.
- Submit final report to PM upon completion of full work package.
- Inspect sites for safety concerns and enforce and monitor safe work practices.
- Participate in weekly progress meetings established and facilitated by the Program Manager.

- Establish and maintain a local presence, including point-of-contact services for mail, telephone, and email for applications and inquiries.
- To ensure quality and accuracy of work, General Contractors and subcontractors will be subject to spot inspections by Program Manager and Department building inspectors.
- Utilize City-managed work order management system STL CityPermits.

### **Contractor Responsibilities Related to Trade Services**

Contractor shall directly contract with, manage, and oversee general contractors and/or subcontractors necessary for execution of the stabilization work described in Attachment A. Contractor shall be responsible for the coordination, oversight, and performance of such subcontractors in accordance with the standards required by this Agreement. The City acknowledges that the Contractor assumes responsibility for managing all sub-tier contracts related to the work described herein and that Contractor's compensation shall include reasonable costs associated with such procurement, administration, and oversight, subject to the Not-to-Exceed amount established in this Agreement.

Contractor shall require each subcontractor to provide certificates of insurance, lien waivers, executed subcontracts, and any compliance documentation reasonably required under this Agreement. Contractor shall not be liable for delays, defective work, or default caused by subcontractors unless Contractor fails to reasonably manage and supervise their performance.

**ATTACHMENT B**

**[Reserved]**

## ATTACHMENT C

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### ST. LOUIS LIVING WAGE ORDINANCE LIVING WAGE ADJUSTMENT BULLETIN

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#### NOTICE OF ST. LOUIS LIVING WAGE RATES EFFECTIVE APRIL 1, 2025

In accordance with Ordinance No. 65597, the St. Louis Living Wage Ordinance (“Ordinance”) and the Regulations associated therewith, the City Compliance Official for the City of St. Louis has determined that the following living wage rates are now in effect for employees of covered contracts:

- 1) Where health benefits as defined in the Ordinance are provided to the employee, the living wage rate is **\$16.66** per hour (130% of the federal poverty level income guideline for a family of three); and
- 2) Where health benefits as defined in the Ordinance are **not** provided to the employee, the living wage rate is **\$22.02** per hour (130% of the federal poverty level income guideline for a family of three, plus fringe benefit rates as defined in the Ordinance).
- 3) The prevailing fringe benefits rate, as required under the Ordinance and defined by section 6.20.010 of the Revised Code of the City of St. Louis, is **\$5.36** per hour.

These rates are based upon federal poverty level income guidelines as defined in the Ordinance and these rates are effective as of **April 1, 2025**. These rates will be further adjusted periodically when the federal poverty level income guideline is adjusted by the U.S. Department of Health and Human Services or pursuant to Chapter 6.20 of the Revised Code of the City of St. Louis.

The Ordinance applies to employers who are covered by the Ordinance as defined in the Ordinance, where the contract or grant is entered into or renewed after the effective date of the Ordinance, which is November 3, 2002. A copy of the Ordinance may be viewed online at <https://www.flystl.com/civil-rights/business/business-diversity-development-1/living-wage> or obtained from:

**City Compliance Official**  
**c/o St. Louis Airport Authority**  
**St. Louis, MO 63145**  
**(314) 426-8111**



**CITY OF ST. LOUIS LIVING WAGE ORDINANCE  
NOTICE TO EMPLOYEES  
St. Louis Living Wage Rates  
Effective April 1, 2025**

This employer is a contractor with the City of St. Louis. This contract is subject to the Living Wage Ordinance (LWO) Number 65597 established by the Board of Aldermen. If you are an employee performing any service under this contract, you must be paid a "Living Wage."

**THESE ARE YOUR RIGHTS...**

**Living wage**

If you are an employee performing services under a City contract, you must be paid not less than the living wage rate of **\$16.66** per hour plus at least **\$5.36** per hour for health benefits or **\$22.02** per hour without health benefits.

**Retaliation**

You cannot be transferred, demoted or terminated for reporting violations of the Living Wage Program. All acts of retaliation can be reported to the Office of Certification and Compliance by calling the Living Wage Hotline.

**You may Report Living Wage Violations to:**

LIVING WAGE HOTLINE: (314) 890-1809

ST. LOUIS CITY LIVING WAGE COMPLIANCE: (314) 426-8111





## Attachment F

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### SUPPLEMENT OF REQUIRED CONTRACT PROVISIONS PURSUANT TO THE AMERICAN RESCUE PLAN ACT

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The City of St. Louis, Missouri (the "City") is the recipient of American Rescue Plan Act ("ARPA") funds from the United States Department of the Treasury (the "U.S. Treasury"). In consideration for receiving ARPA funds as a Subrecipient or Contractor (hereinafter referred to as "Contractor") for eligible expenses under ARPA, the Contractor shall comply with the following required supplementary terms and conditions to the Agreement (the "Supplementary Conditions").

The Contractor shall attach these Supplementary Conditions to all subcontracts and shall require that all subcontractors attach these Supplementary Conditions to their sub-subcontracts at all levels. When these Supplementary Conditions are attached to any lower tier contract (e.g., a contract between Contractor (as defined above) and any subcontractor, or between Contractor's direct or indirect subcontractors), references herein to "City" shall be deemed to refer to the party seeking products and/or services, and references to "Contractor" shall be deemed to refer to the party providing products and/or services, and references to the "Agreement" or "agreement" or "Contract" or "contract" shall be deemed to refer to the agreement between such subcontracting parties.

**Notwithstanding anything to the contrary in the Agreement, except as expressly provided under the terms of these Supplementary Conditions, the terms of these Supplementary Conditions shall be deemed to control in the event of a conflict with other provisions contained in the Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests that would cause the City to be in violation of these Supplementary Conditions.**

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- 1. DEADLINE TO OBLIGATE FUNDS.** Under the State and Local Fiscal Recovery Fund ("SLFRF") Final Rule, SLFRF funds received by the City may be used to cover eligible costs incurred on or before December 31, 2024; otherwise, such funds are subject to return to the U.S. Treasury as part of the closeout process pursuant to 2 C.F.R. 200.344(d). Notwithstanding any agreement by the City to pass through funding to the Contractor, the City shall be responsible to the Contractor only for funds that are obligated by the Contractor (e.g., to employee salaries, to subcontractors, or by distribution to a beneficiary) by December 31, 2024. To the extent the City transfers SLFRF funds to the Contractor and such funds are subject to return to the U.S. Treasury for failure to satisfy such obligation deadline, Contractor shall return such amount to the City immediately upon written demand by the City and the amount to be returned to the U.S. Treasury shall constitute a debt of the Contractor to the City until paid.
- 2. DEADLINE TO EXPEND FUNDS.** In no event may SLFRF Funds be used for expenditures made after December 31, 2026. To the extent the City transfers SLFRF funds to the Contractor and such funds are subject to return to the U.S. Treasury for failure to satisfy such expenditure deadline, Contractor shall return such amount to the City immediately upon written demand by the City and the amount to be returned to the U.S. Treasury shall constitute a debt of the Contractor to the City until paid.
- 3. PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law

and clause required by law to be inserted in the Agreement and/or these Supplementary Conditions, including, but not limited to all federal laws, regulations, executive orders, policies, procedures, and directives applicable to the receipt of ARPA funds, shall be deemed to be inserted herein and the Agreement and Supplementary Conditions shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the decision of the City such provision shall forthwith be inserted and written notice provided to Contractor.

4. **STATUTORY AND REGULATORY COMPLIANCE.** Contractor shall comply with all laws and regulations applicable to the ARPA funds, including but not limited to the applicable Office of Management and Budget Circulars and 2 CFR 200 *et seq.* (the "Uniform Guidance"). The Contractor, and, if applicable, subcontractors, shall only use ARPA funds for eligible ARPA activities as described under subsection (c)(1) of Section 603 of Title VI of the Social Security Act, as added by Section 9901 of ARPA, Section 35(b) of the ARPA Interim Final Rule (and final rule when effective), and all other applicable laws and regulations governing the use of ARPA funds. The Contractor shall be responsible for any disallowances, questioned costs, or other items, including interest, not allowed under ARPA funding. The Contractor shall return to the City any funds disallowed within ninety days of notification by the City to return such funds.
5. **BREACH OF CONTRACT TERMS.** The City reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of the Agreement, in instances where the Contractor or any of its subcontractors violate or breach any Agreement term. If the Contractor or any of its subcontractors violate or breach any Agreement term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by these Supplementary Conditions and the Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
6. **PUBLICATIONS.** Any publications produced with funds from the federal award must display the following language: "This project is supported in whole or in part by federal award number 21.027 awarded to the City of St. Louis by the U.S. Department of the Treasury."
7. **ADMINISTRATIVE, COST, AUDIT AND PROGRAM REQUIREMENTS.** The Contractor must comply with the most recent version (unless a specific version is noted) of the Administrative Requirements, Cost Principles, and Audit requirements, and to the extent necessary cooperate and maintain information and documentation to allow City to comply with the applicable regulations governing use of the ARPA funds, including, but not limited to 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards. Failure to do so may result in disallowance of costs upon audit.
8. **RECORDS AND REPORTING REQUIREMENTS.** The Contractor shall establish and maintain complete records, including accurate books, records, documents, accounts, financial records, supporting documents, statistical records, and all other evidence and records pertinent to performance of work done for the City under the Agreement (the "Records") consistent with generally accepted bookkeeping practices. Contractor shall retain the Records in accordance with Section 15 below. The City and any person or entity authorized to conduct an examination shall have access to the Records during normal business hours at an office of the Contractor within the City or, if no such office is available, at a mutually agreeable and reasonable venue within the City, for the term specified above for the purposes of inspection, auditing and copying. The Contractor shall complete and submit all reports, in such form and according to

such schedule, as may be required by the City. The Contractor shall cooperate with all City efforts to comply with ARPA related requirements and regulations pertaining to recordkeeping and reporting.

9. SAM. Contractor will comply with the regulations relating to Universal Identifier and System for Award Management according to 2 CFR Part 25 and Appendix A thereto. Contractor must:
  - a. Be registered in the SAM prior to submission of an application or plan;
  - b. Maintain an active SAM registration with current information, including information on a recipient's immediate and highest-level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and
  - c. Provide its unique entity identifier in each application or plan it submits to the Federal awarding agency.
  - d. Review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete.
10. DEBARMENT AND SUSPENSION. The Agreement is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such the Contractor is required to verify that the Contractor and none of its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction (e.g., subcontract) it enters into. This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C throughout the period of the Agreement. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.
11. CONFLICTS OF INTEREST. The Contractor shall notify the City in writing as soon as possible if the Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Contractor shall explain the actual or potential conflict in writing in sufficient detail so that the City is able to assess such actual or potential conflict. The Contractor shall provide the City any additional information necessary for the City to fully assess and address such actual or potential conflict of interest. The Contractor shall accept any reasonable conflict mitigation strategy employed by the City, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict. If requested by the City, Contractor shall sign a certification affirming that it has no conflict of interest arising from performance of work on a specific task.
12. SUBCONTRACTING/ASSIGNABILITY. The Contractor shall not subcontract nor assign any interest in the Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the City.
13. PROCUREMENT. The Contractor shall procure all materials, property, or services in

accordance with the requirements of 2 CFR 200.318-326. These requirements generally require an open and competitive process for subcontractors, with limited and specific exceptions. The Contractor must maintain records sufficient to detail the history of procurement and provide such records to the City. These records will include, but are not necessarily limited to, the following: Rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

14. LOBBYING (Applicable to Agreements exceeding \$100,000). The Contractor certifies, to the best of its knowledge and belief, that:
- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

15. AUDIT / ACCESS TO RECORDS. The City, U.S. Treasury, the Comptroller General of the United States, the Government Accountability Office, the Pandemic Relief Accountability Committee, the Office of the Comptroller of the City, and any other authorized oversight agencies, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the Contractor which are directly pertinent to the Agreement, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions. Such audits may include review of the Contractor's accounting, financial, and reporting practices to determine compliance with the Agreement and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable federal, State, and City guidelines. The Contractor agrees to provide the above referenced entities or their authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement. The foregoing is not intended to limit the City's right to audit

and/or access Contractor records that may be provided under the Agreement.

16. **MAINTENANCE/RETENTION OF RECORDS.** Contractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement (collectively, the "Records") (i) for five (5) years after all funds have been expended or returned to the U.S. Treasury, or (ii) for the minimum retention period that may be provided under the Agreement, whichever is longer.
17. **CITY SEAL, LOGO, AND FLAGS.** The Contractor shall not use the City seal(s), logos, crests, or reproductions of flags or likenesses of City agency officials without specific City pre-approval.
18. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to the Agreement. False statements or misrepresentations in a proposal to obtain federal funds automatically will disqualify an applicant. If false statements or misrepresentations are discovered after such funds are awarded, the funds and contract will be in default and the City may declare all or any part of the funds paid out immediately due and repayable and the Agreement voidable at the discretion of the City.
19. **SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.** The Contractor will comply with the small and minority firms, women's business enterprise, and labor surplus area requirements as set forth at 2 C.F.R. Part 200.
20. **NONDISCRIMINATION.** The Contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:
  - a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. § 2000d et seq.) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
  - b. Equal Pay Act of 1963 (P.L. 88-38, as amended, 29 U.S.C. § 206(d));
  - c. Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
  - d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12101 et seq.) as implemented by all applicable regulations;
  - e. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
  - f. Equal Employment Opportunity-E.O. 11246, as amended; and
  - g. Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements.

21. **TITLES VI AND VIII OF THE CIVIL RIGHTS ACT OF 1964 AND EXECUTIVE ORDER 11063.** The Contractor shall comply with the provisions of Titles VI and VIII of the Civil Rights Act of 1964 and with Executive Order 11063. No person shall, on the grounds of race, color, religion, sex, or national origin (including limited English proficiency), disability, or age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. No person shall, on the grounds of race, color, religion, sex, or national origin, be discriminated against in the sale, rental, or financing of dwellings. To the extent that any such sale, lease or other transfer of land shall occur, Contractor, in undertaking its obligation to carry out the program assisted hereunder, will not itself so discriminate. Contractor shall provide data as requested by the City to demonstrate compliance with these requirements.
22. **SECTION 504 OF THE REHABILITATION ACT OF 1973 AND THE AMERICANS WITH DISABILITIES ACT OF 1990.** The Contractor shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, and any applicable regulations, and with the Americans with Disabilities Act of 1990 (42 U.S.C. § 126), as amended, and any applicable regulations. The Contractor agrees that no qualified individual with handicaps shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives federal financial assistance.
23. **AGE DISCRIMINATION ACT OF 1975.** The Contractor shall comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), as amended, and any applicable regulations. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.
24. **SECTION 503 OF THE REHABILITATION ACT OF 1973 (Applicable to contracts exceeding \$10,000).** The Contractor shall comply with section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.
25. **CONTRACTOR'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE.** The Pro-Children Act of 1994, (Public Law 103-227, 20 U.S.C. §§ 6081-6084), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The Pro-Children Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The ProChildren Act does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
  - a. The Contractor certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act.

- b. The Contractor agrees that it will require that the language of this certification be included in any subcontract or subaward that contains provisions for children's services and that all subrecipients shall certify accordingly. Failure to comply with the provisions of the Pro-Children Act law may result in the imposition of a civil monetary penalty of up to \$1,000 per day
26. DRUG FREE WORKPLACE. The Contractor certifies it shall provide a drug-free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations. The Contractor is required to report any conviction of employees providing services under this Agreement under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. The Contractor shall report any conviction to the Department within five (5) working days after the conviction. Submit reports to: City Counselor's Office, Attn: Deputy City Counselor for Transactions, City Hall Room 314, 1200 Market Street, St. Louis, MO 63103.
27. RELOCATION ASSISTANCE. The Contractor will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
28. CONTRACTOR'S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS. The Contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted or otherwise discriminated against as a reprisal for "whistleblowing". In addition,
  - a. Whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment;
  - b. the Contractor's employees are encouraged to report fraud, waste, and abuse. The Contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce; and
  - c. The Contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.
29. ENVIRONMENTAL LAWS. The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). The Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. In the performance of this agreement, Contractor shall make maximum use of

products containing recovered materials that are EPA- designated items unless the product cannot be acquired: 1. competitively within a timeframe providing for compliance with this agreement's performance schedule; 2. meeting this agreement's performance requirements; or 3. at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <http://www.epa.gov/smm/comprehensive-procurementguideline-cpg-program>. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

30. **LABOR STANDARDS.** Contractor will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
31. **LEAD-BASED PAINT.** Contractor will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
32. **POLITICAL ACTIVITY (HATCH ACT).** The Contractor will comply with the provisions of the Hatch Act (3 USC Sections 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
33. **DOMESTIC PREFERENCE FOR PROCUREMENTS.** Pursuant to 2 C.F.R. § 200.322, as appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable under this Agreement, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this provision: 1. "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. 2. "manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
34. **HUMAN TRAFFICKING.** The Contractor assures that it and its subcontractors shall comply with EO 13333, (March 16, 2004), Amending Executive Order 13257, to implement the Trafficking Victims Protection Reauthorization Act of 2003. The Annual Agreement may be terminated without penalty, if the grantee or any subgrantee, or the contractor or subcontractor engages in: "(i) severe forms of trafficking in persons; (ii) the procurement of a commercial sex act during the period of time that the grant, contract, or cooperative agreement is in effect; (iii) the use of forced labor in the performance of the grant, contract, or cooperative agreement; or (iv) acts that directly support or advance trafficking in persons." (22 U.S.C. § 7104(g)).
35. **SEAT BELT USE.** Pursuant to EO 13043 (April 16, 1997), Increasing Seat Belt Use in the United States, the Contractor and its subcontractor are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.
36. **TEXT MESSAGING.** Pursuant to EO 13513 (October 1, 2009), Federal Leadership on Reducing Text Messaging While Driving, recipients and subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or

Government-owned, Government-leased, or Government-rented vehicles, or while driving privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

37. **PRE-AWARD COSTS.** Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
38. **DISCLAIMER.** The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.
39. **DEBTS OWED TO THE FEDERAL GOVERNMENT:** Any funds paid to Contractor (1) in excess of the amount to which Contractor is finally determined to be authorized to retain under the terms of this Agreement; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Contractor shall constitute a debt owed to the federal government and a debt to the City. Debts owed by Contractor to the City must be paid promptly by Contractor. A debt owed the City by Contractor under this agreement is delinquent if it has not been paid by the date specified in the City's initial demand for payment, unless other satisfactory arrangements have been made or if Contractor knowingly or improperly retains funds that are a debt as defined in this paragraph. The rights of the City as expressed in this paragraph are in addition to, and do not imply the exclusion of, any other rights the City may have under applicable law to collect a debt.
40. **RESEARCH/INVENTIONS.** If the State or Contractor wishes to enter into a contract or subcontract with a small business firm or nonprofit organization regarding the substitution of parts, assignment or performance of experimental, developmental, or research work under the State's award of ARPA funds or this agreement, the State and/or Contractor must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
41. **COVERED TELECOMMUNICATIONS EQUIPMENT.** Pursuant to Pub. L. No. 115-232, H.R. 5515 (115th Congress, 2018), and 2 C.F.R. § 200.216, funds provided by this agreement shall not be obligated or expended to: 1. Procure or obtain; 2. Extend or renew a contract to procure or obtain; or 3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. For purposes of this prohibition, "covered telecommunications equipment or services" has the meaning as set forth at Sec. 889(f)(3) of Pub. L. No. 115-232. See also 2 C.F.R. § 200.216.
42. **TITLE VI ASSURANCES.** By entering into this agreement, Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by Treasury Title VI regulations at 31 C.F.R. Part 22 and other pertinent executive orders such as federal

Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents. Contractor acknowledges that federal Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English Proficiency ("LEP"). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and Treasury's implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in Contractor's programs, services, and activities. Contractor agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services, and activities. As a resource, Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.

Contractor acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor's successors, transferees, and assignees for the period in which such assistance is provided.

Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this agreement.

Contractor shall cooperate in any enforcement or compliance review activities by Treasury or the State of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, Contractor shall comply with information requests, on-site compliance review, and reporting requirements.

Contractor shall maintain and provide to applicants, beneficiaries, their representatives, or any other party requesting the same, information on how to file a Title VI complaint of discrimination with the State of Missouri.

Contractor shall provide to the City documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between Contractor and the administrative agency that makes any such finding. If Contractor settles a case or matter alleging such discrimination, Contractor must provide to the State documentation of the settlement. If Contractor has not been the subject of any court or administrative agency finding of discrimination, Contractor shall so state.

The United States of America has the right to seek judicial enforcement of the terms of this assurances section and nothing in this section alters or limits the federal enforcement measures that the United States may take in order to address violations of this section or applicable federal law.





# ATTACHMENT G: CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s)

|                    |                               |                   |
|--------------------|-------------------------------|-------------------|
| PRODUCER<br>[NAME] | CONTACT NAME:                 |                   |
|                    | PHONE<br>(A/C, No, Ext):      | FAX<br>(A/C, No): |
| INSURED<br>[NAME]  | E-MAIL ADDRESS:               |                   |
|                    | INSURER(S) AFFORDING COVERAGE |                   |
|                    | INSURER A : [REQUIRED]        | NAIC #<br>[REQ'D] |
|                    | INSURER B :                   |                   |
|                    | INSURER C :                   |                   |
|                    | INSURER E :                   |                   |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSURER | TYPE OF INSURANCE  | ADD L. INSD | SUB R. WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|---------|--|-------------|------------|---------------|-------------------------|-------------------------|--|
| X       | <b>COMMERCIAL GENERAL LIABILITY</b><br><br>CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES<br>POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER:   | X           |            |               |                         |                         | EACH OCCURRENCE \$ [1,000,000]<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE \$ [3,260,000]<br>PRODUCTS - COMP/OP AGG |
| X       | <b>AUTOMOBILE LIABILITY</b><br><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS ONLY |             |            |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$ [1,000,000]<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)   |
|         | <b>UMBRELLA LIAB EXCESS LIAB</b><br><br><input type="checkbox"/> OCCUR<br><input type="checkbox"/> CLAIMS-MADE<br><br>DE \$      RETENTION \$  |             |            |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$   |
|         | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> Y/N <input type="checkbox"/><br>PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | N/A         |            |               |                         |                         | PER STATUTE      OTHER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

|  |   |
|--|---|
|  | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS |
|  | AUTHORIZED REPRESENTATIVE   |