



# City of Saint Louis

DEPARTMENT OF PUBLIC UTILITIES

--WATER DIVISION--



TISHAURA O. JONES

MAYOR

Finance Section

1640 So. Kingshighway Blvd.

Saint Louis, Missouri 63110

PHONE: (314) 633-9000

FAX (314) 664-6786

CURTIS B. SKOUBY, P.E.

DIRECTOR OF PUBLIC UTILITIES

## 24RFP004 Industrial Electrical Service Request for Proposals

### Question and Answer #1 dated 3/27/24

#### Questions:

- 1) Question: May I see a copy of the previous/current contract?  
Answer: See attached

Questions asked 3/27/24 at 7:20 a.m.

Response sent at approximately 11:15 p.m. 3/26/24

A handwritten signature in blue ink that reads "Pamela Kuehling".

Pamela Kuehling  
Contract Compliance Officer

**CONTRACT FOR SERVICES BETWEEN  
THE CITY OF ST. LOUIS AND  
SCHAEFFER ELECTRIC CO.  
SERVICE CONTRACT AGREEMENT  
FOR ELECTRICAL SERVICES**

This Contract (hereinafter "Contract") is entered into on the 6th day of August, 2020, by and between the City of St. Louis Water Division and Schaeffer Electric Co. for Electrical Services to the Water Division equipment.

I. TERM.

The term of the Contract shall commence on the date of award and terminate 24 months later, except the City has the right to terminate this Contract, with or without cause, and without penalty, damages, or loss revenue of Contractor upon thirty (30) days written notice to Contractor.

This Contract shall also be terminated in accordance with the provisions of Section XXII hereinafter.

II. INSURANCE AND INDEMNIFICATION

A. INSURANCE.

The Contactor shall procure and maintain during the life of this Contract, Workmen's Compensation Insurance in the amount as required by the Statues of the State of Missouri, Commercial General Liability Insurance, and Automobile Insurance the limits shall not be less than the following:

1. Commercial General Liability:  
Bodily Injury & Property Damage  
Each Occurrence                    \$1,000,000.00  
General Aggregate                \$2,000,000.00
  
2. Automobile Liability:  
Bodily Injury & Property Damage  
Combined Single Limit  
(each accident)            \$1,000,000.00

The minimum limits as set forth above shall not be construed to limit the liability of the contractor. Certificates attesting to the coverage as called for in this contract, and **naming the City of St. Louis Water Division as additional insured**, shall be filed with the Office of the Director Of Public Utilities, Water Division, 1640 S. Kingshighway, St. Louis, Missouri 63110, prior to the

*Handwritten note:*  
Need  
responses  
some

commencement of work. The insurance afforded by the Contractor shall be primary insurance and non-contributory. Upon request, the Contractor shall promptly furnish the City with a complete copy of these policies.

In the event of cancellation or coverage reduction of any policy required by this contract by Insurance Company, said Insurance Company shall inform the President by written notification of said cancellation or alteration in coverage before cancellation or alteration becomes effective. Notice shall be delivered to the Owner at the Office of the Director Of Public Utilities at the aforementioned address.

In the event of cancellation or coverage reduction of any policy required by this contract by the Contractor, said Contractor shall notify the Director in writing such that said written notification is received by the Office of the Director Of Public Utilities not less than thirty (30) days before said cancellation is effective. Insurance Company shall inform the Director by written notification of said cancellation or alteration in coverage before cancellation or alteration becomes effective. Notice shall be delivered to the Owner at the Office of the Director Of Public Utilities at the aforementioned address.

If any policy is cancelled before the contract work is complete or the contract expires whichever is later, Contractor shall ensure that a satisfactory replacement policy be in force, with notice and evidence of insurance submitted to the Owner at the Office of the Director Of Public Utilities, at the aforementioned address, prior to the effective date of the cancellation of the former policy. There shall be no lapse of coverage at any time during the contract term (or completion of work whichever is later.)

Any insurance provider issuing said certificate of insurance must be authorized to transact business in the State of Missouri.

#### B. INDEMNIFICATION

The Contractor shall defend, indemnify, and hold harmless the City, its officials, and employees, from any and all loss, damages, costs, expenses, claims, and causes of action (collectively, "Loss") which may be imposed upon or asserted against City, its officials, or employees where such Loss is caused or incurred, or alleged to be caused or incurred, in whole or in part as a result of the negligence or other actionable fault of Contractor, employees, subcontractors, or affiliates. This indemnity shall apply notwithstanding the joint, concurrent, contributory, or comparative fault or negligence of the City or any third party. Nothing in this section shall be deemed to impose liability of Contractor to indemnify City when the City's negligence or other actionable fault is the sole cause of Loss.

Contractor further agrees to defend, indemnify and hold harmless the City, its officials, agents, and employees against all claims, liens, demands, or suits which may be asserted by any subcontractor, supplier, agent, or employee of Contractor relating to the work pursuant to this Contract.

In the event full indemnity pursuant to this section is unenforceable under any law, Contractor and City shall bear any Loss in proportion to their respective fault.

III. GENERAL

The Contractor shall provide trained, qualified, experienced, dependable workers and helpers who are under a qualified supervisor and the materials, supplies, and parts necessary to perform in a safe, efficient and satisfactory manner.

IV. SCOPE OF WORK

The Contractor shall provide the services set forth in Exhibit A (Proposal for Electrical Service Contract, dated July 17, 2020), attached herewith and incorporated as part of this Contract.

V. HOURS OF WORK

This Contract shall provide for work performed upon request of the Water Division, with prior approval by the Water Division, the Water Division shall pay the hourly rates as set forth on the attached Exhibit "A"

VI. EXHIBIT "A"

Attached Exhibit "A" is hereby understood and agreed to be the detailed labor and material schedule to be used for billing purposes. Invoices are to meet the standards contained within Exhibit "A" – IX. Invoicing and Payments section. All other contract, terms, covenants, and conditions shall apply to such project as well.

VII. The Contractor is responsible, unless specifically noted otherwise, for securing any and all necessary permits and paying all associated fees.

VIII. In addition to this Contract, the Contract Documents which are incorporated by reference as if fully set forth herein shall include the entire Solicitation for Bids for this Contract including, without limitation, the Instructions to Bidders, the Bid Documents with associated forms and attachments, any Addenda issued hereto, and the entire bid with associated forms and attachments submitted by Contractor.

IX. The Contractor shall be permitted to make produce or material substitutions unless preapproved by the City and as allowed by the Contract Documents. Substitutions will not be considered unless the substitution has some economic or schedule benefit in writing.

X. The Contractor shall be responsible for, and shall provide any and all means of Electrical Services as required for the execution of the work pursuant to this contract.

XI. The Contractor shall clean up the work area so as to remove any excess material and shall provide means to properly dispose of the material off-site.

XII. The Contractor may be required to attend progress meetings when scheduled is mandatory to assure proper coordination of this Contractor's work.

XIII. The Contractor warrants that the work performed hereunder shall be done in a workmanlike manner and that all Contractor manufactured parts and components shall be free from defects in workmanship and materials. The Water Division remedy shall be that the Contractor re-performs defective work at the Contractor's expense.

- XIV. All work must be safely executed in strict compliance with the City's safety policies, rules and regulations.
- XV. The Contractor is expected to provide all required equipment to perform the work, including but not limited to, generators, welding machines, power cords, etc.
- XVI. The Contractor shall not store any material on Water Division property without the prior consent of the Water Division.
- XVII. The Contractor shall be responsible for washing mud/debris off all vehicles leaving the site in order to maintain clean streets and parking areas.
- XVIII. Fire extinguishers are required for all burning and welding work. Contractor shall provide these as necessary and/or required for the work. Before cutting, digging, or welding is permitted on site, Contractor shall notify the Water Division Representative.
- XIX. The Contractor shall coordinate and sequence its work in accordance with the Water Division's schedule, as well as reasonable short term scheduling needs. Time is of the essence, and therefore, the Contractor agrees to provide a sufficient number of workers in completion of all work made available to him.
- XX. The Contractor must be licensed to do business in the City of St. Louis and be current on all City taxes.
- XXI. Purchases of tangible personal property, materials, and equipment rental to incorporated into or consumed relative to this Contract are not subject to Missouri sales tax and shall be made on a sales tax-exempt basis. Contractor shall promptly advise the Water Division Representative should a Tax Exempt Certificate be required relative to said purchases. The City will not pay nor be liable for any taxes collected from and/or paid by the Contractor or any subcontractor on purchases regardless of whether or not a Tax Exempt Certificate has been issued to them.

XXII. TERMINATION

The City retains the right to cancel the contract upon thirty (30) days written notice to the Contractor if the Contractor should fail to properly keep any term, covenant, or condition of the contract; or, if the quality of service should fall below the specified standards; or, if the Contractor should willfully fail to render the amount of service required.

The Contractor shall have the right to cancel the contract upon thirty (30) days written notice to the City, without penalty, if the City should fail to keep any of the provisions of the contract.

Notwithstanding anything to the contrary herein, it is expressly understood by the parties hereto that the contract shall terminate upon the failure of budgetary appropriations with no resulting liability to the City.

XXIII. PAYMENTS AND NOTICES

Payments shall be made under the provisions contained within Exhibit "A"

Notices: All correspondence between the Contractor and the Water Division should be directed to:

For the Water Division: Office of the Director of Public Utilities  
1640 S. Kingshighway  
St. Louis, Mo 63110

For the Contractor Schaeffer Electric Co.  
4667 Green Park Rd.  
St. Louis, MO 63123

XXIV. PREVAILING WAGE AND FRINGE BENEFITS

The Contractor shall pay to all employees and subcontractor's employees not less than the prevailing hourly rate of wages and fringe benefits as determined by the United States Secretary of Labor, or his authorized representative, in accordance with prevailing rates in the locality of the metropolitan St. Louis area pursuant to 41 U.S.C. et seq., as amended except for any person engaged in an executive, administrative, or professional capacity. This section is further in accordance with and is subject to City of St. Louis Ordinance No. 62124.

XXV. LIVING WAGE REQUIREMENT

Contracts for services in excess of \$50,000 over a twelve-month period may be subject to the City's Living Wage Ordinance (Ordinance #65591). The Ordinance requires that, unless specific exemptions apply, all individuals performing work pursuant to a contract between the City and a contractor must be paid a minimum of the applicable wage rates set for in the Living Wage Bulletin. If rates are adjusted during the term of the contract, then the applicable wage rates must also be adjusted by the contractor. The Living Wage Ordinance can be found at <https://www.stlouis-mo.gov/government/city-laws/ordinances/ordinance.cfm?ord=65597>.

XXVI. UNAUTHORIZED ALIEN EMPLOYEES

The Contractor, shall, pursuant to the provisions of Sections 285.530 through 285.555 of the Revised Statutes of Missouri 2000, as amended, by **sworn affidavit and provision of documentation**, affirm its enrollment and participation in E-Verify, a federal work authorization program with respect to the employees working pursuant to this Contract. Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien pursuant to this Contract and the aforementioned Statutes. In addition to the affidavit, the Contractor shall provide a copy of the front page and signature page of their Memorandum of Understanding with Homeland Security for E-Verify.

XXVII The Contractor shall comply with all federal, state, and local laws, codes, regulation, the City's Charter and ordinances, as well as rules and regulations established by the City of St. Louis.

XXVIII This is the entire Contract and no amendment or modification shall be made unless in writing and duly executed by the parties hereto.

- XXXIX. Neither the Water Division nor Contractor shall be deemed in violation of this Contract if it prevented from performing any obligation hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of public enemy, act of superior governmental authority, weather conditions, riots, rebellion or sabotage, or any other circumstances for which it is not responsible and for which are not within its control.
- XXX. The Water Division and the Contractor hereby agree that all of the terms, covenants, conditions, and requirements set forth herein and/or incorporated herein shall be binding upon the parties hereto and their successors and assigns, but the Contractor shall not assign this Contract or any payment becoming due there under without written consent of the Director of Public Utilities. The original document of such assignment shall be filed with the Comptroller of the City of St. Louis.
- XXXI. **RIGHT OF AUDIT**  
The City and the City's accountants and/or auditors shall be afforded access to all of the Services Provider's books and records without limitation whatsoever for the purpose of conducting audits. All books and records shall be open to inspection and/or reproduction within no more than fifteen (15) calendar days of written request to the extent necessary to adequately permit evaluation and verification of Service Provider's full compliance with Agreement documents. In those instances where Service Provider's records have been generated from computerized data or records, in addition to hard copy reports, Service Provider shall provide such information on data disk or in a suitable alternative electronic format.
- XXXII. **CHOICE OF LAW; SEVERABILITY**  
This agreement will be governed by and construed under the laws of the State of Missouri without reference to the choice of law's provisions thereof. If any provision of this agreement is illegal or unenforceable, it will be deemed stricken from the agreement and the remaining provisions of the agreement will remain of full force and effect.
- XXXIII. **AMENDMENTS**  
This Contract 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.
- XXXIV. **ASSIGNMENT**  
This Contract 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.
- XXXV. **SUBCONTRACTING**  
Contractor may not sub-contract any portion of this contract without the written consent of the City.
- XXXVI. **LICENSE/TAXES**  
Approval and execution of all contracts with the City and subsequent payments thereon are conditioned upon all business activities, including general contracting work, being properly

licensed by the License Collector of the City, and that the payment of all City Taxes being current with the office of the Collector of Revenue of the City.

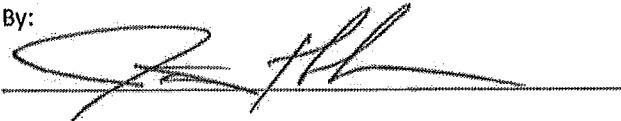


CITY OF ST. LOUIS WATER DIVISION CONTRACT FOR  
CONTRACT NUMBER \_\_\_\_\_

Whereas the parties have executed this agreement as their free act:

Schaeffer Electric Co

By:

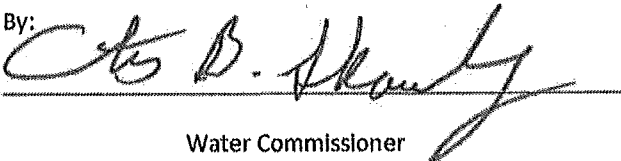


8/18/2020

CITY OF ST. LOUIS

Date

By:



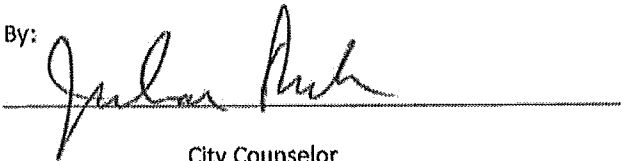
8/21/20

Water Commissioner

Date

Approved as to form only:

By:




City Counselor

8/21/20

Date

COUNTERSIGNATURE:

By:



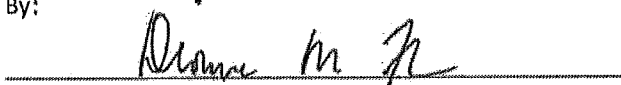
Comptroller

\_\_\_\_\_

Date

ATTEST:

By:



Register

10-16-2020

Date

Contractor: Schaeffer Electric Company

Address: 4667 Green Park Rd, St. Louis, MO 63123

Federal ID Number: 43-0638058

Contact Person: Justin Kohlman

Phone Number: 314-892-7800

Fax Number: 314-815-3283

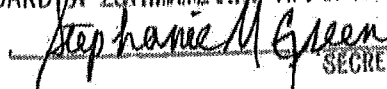
COMPTROLLER'S OFFICE

DOCUMENT # 75811

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Approved: 09/16/2020

BOARD OF ESTIMATE AND APPORTIONMENT



SECRETARY

**CITY OF ST. LOUIS, WATER DIVISION  
PROPOSAL FOR  
ELECTRICAL SERVICE CONTRACT**

**LABOR AND EQUIPMENT PROPOSAL**

The Undersigned understands all the requirements of the work set out in the "Information for Respondents" and the "General Specifications" of the Proposal package for this Electrical Service Contract and agrees to perform the work for the following amounts:

**Normal Service Hours Labor RATE 1**

Laborer	\$ 76.25	per man hour
Electrician / Apprentice	\$ 63.86	per man hour
Journeyman / Service Truck Electrician	\$ 87.50	per man hour
Foreman Electrician	\$ 93.75	per man hour
Project Manager	\$ 101.00	per man hour

**Overtime Service Labor RATE 2**

Laborer	\$ 79.56	per man hour
Electrician / Apprentice	\$ 66.95	per man hour
Journeyman / Service Truck Electrician	\$ 95.79	per man hour
Foreman Electrician	\$ 100.94	per man hour
Project Manager	\$ 106.00	per man hour

**Weekend and Holidays Service Labor RATE 3**

Laborer	\$ 82.40	per man hour
Electrician / Apprentice	\$ 71.07	per man hour
Journeyman / Service Truck Electrician	\$ 99.91	per man hour
Foreman Electrician	\$ 106.10	per man hour
Project Manager	\$ 114.00	per man hour

**Emergency Labor Service RATE 4**

Laborer	\$ 122.57	per man hour
Electrician / Apprentice	\$ 103.00	per man hour
Journeyman / Service Truck Electrician	\$ 156.56	per man hour
Foreman Electrician	\$ 169.95	per man hour
Project Manager	\$ 190.00	per man hour

Contract term is for 2 years and will allow for one annual hourly rate increase by mutual agreement based on the following:

For year two of this contract, the basic hourly wage rates for each step and grade may be adjusted by the percentage change in the Employment Cost Index for private industry workers, wages and salaries (not seasonally adjusted), for the one year period beginning on the initial contract commencement date. That is, the increase to go into effect on the one year anniversary of contract award, would be the increase in the ECI series between the dated of award and on the one year anniversary.

Rates hereby include all salary related expenses, including, without limitation, travel and fuel costs/reimbursement, all general and administrative overhead, and profit. No other mark-ups, service charges, or surcharges of any kind will be allowed to these rates. "Per Hour" is understood and agreed to be the actual time a person is working on the job site and shall not include travel time to and/or from the job site (or shop time.)

Schaeffer Electric Company, 4667 Green Park Rd, St. Louis, MO 63123

(Respondent's Company Name -- Printed)

(Complete address)

 Vice President  
(Signature of Authorized Official & Title)

43-0638058  
Federal ID Number

Justin Kohlman  
(Printed Name of Authorized Official)

314-892-7800  
Phone

E-mail address: jkohlman@schaefferelectric.com

Date: 7/17/2020

**CITY OF ST. LOUIS, WATER DIVISION  
PROPOSAL FOR  
ELECTRICAL SERVICE CONTRACT**

**MATERIALS AND RENTAL EQUIPMENT PROPOSAL**

THE ELECTRICAL SERVICE CONTRACTOR WILL PROVIDE A:

Percent markup which for overhead and profit over distributor's/supplier's invoice for Materials (which accurately reflects Proposer's cost.)

12 % Mark-up

**Note: Any percent mark-up Proposal over 15% will be deemed excessive and not considered.**

Percent markup which for overhead and profit over distributor's/supplier's invoice for Standard & Heavy Equipment Rental (which accurately reflects Proposer's cost.)

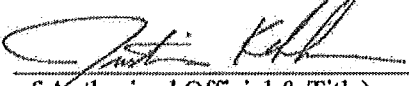
12 % Mark-up

**Note: Any percent mark-up Proposal over 15% will be deemed excessive and not considered.**

Equipment Rental rates shall not exceed current rates as listed in the Rental Rate Blue Book for Construction Equipment.

Rates hereby include all salary related expenses, including, without limitation, travel and fuel costs/reimbursement, all general and administrative overhead, and profit. No other mark-ups, service charges, or surcharges of any kind will be allowed to these rates. "Per Hour" is understood and agreed to be the actual time a person is working on the job site and shall not include travel time to and/or from the job site (or shop time.)

Schaeffer Electric Company, 4667 Green Park Rd, St. Louis, MO 63123  
(Respondent's Company Name – Printed) (Complete address)

 Vice President 43-0638058 (Signature  
of Authorized Official & Title) Federal ID Number

Justin Kohlman 314-892-7800  
(Printed Name of Authorized Official) Phone

E-mail address: jkohlman@schaefferelectric.com Date: 7/17/2020

