

**A RESOLUTION APPROVING AND AUTHORIZING THE
MAYOR TO EXECUTE AN AGREEMENT WITH
SCHAEFFER ELECTRIC COMPANY FOR ELECTRICAL
SERVICES IN TWIN OAKS PARK.**

WHEREAS, Section 145.040 of the Twin Oaks Municipal Code provides that, for purchases from five thousand dollars (\$5,000.00) to ten thousand dollars (\$10,000.00), the City Clerk/Administrator is directed to solicit at least three (3) quotes for the item or items which may be solicited and that the bids and staff's recommendations will be submitted to the Board of Aldermen; and

WHEREAS, pursuant to Section 145.040 the City of Twin Oaks (the "City") sought proposals for bids for electrical work to add two electric receptacles and two LED wall packs mounted on the gate posts at the south end of the Twin Oaks Park as more specifically described in the Scope of Work contained in Exhibit A to the Agreement attached hereto (the "Electrical Work"); and,

WHEREAS, in response, the City received only one proposal from Schaeffer Electric Company for the Electrical Work; and,

WHEREAS, pursuant to Section 145.070, the Board can make exceptions to the procurement procedures where, among other reasons, there is only one acceptable vendor capable of furnishing a particular service or where an emergency situation requires immediate purchase of services and time is of the essence; and

WHEREAS, because the availability of electrical contractors for this small job is limited and because there is an urgent need for the work to be completed prior to the holiday lighting event in the Park, the Board of Aldermen finds that above-referenced exceptions are met; and

WHEREAS, the City has considered Schaeffer Electric Company's bid under Chapter 145 of the Twin Oaks Code and finds it to be lowest and best bid.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI, AS FOLLOWS:

Section 1. The Board of Aldermen hereby approves, and the Mayor is hereby authorized to execute, a contract substantially in the form of "Exhibit 1" attached hereto and incorporated herein (the "Agreement"), on behalf of Twin Oaks with Schaeffer Electric Company for services relating to the Electrical Work in Twin Oaks Park to be provided under the terms set forth in Exhibit A to the Agreement.

Section 2. The findings contained in the "whereas" clauses above are hereby made a part of this ordinance by reference.

Section 3. This Resolution shall be effective upon its passage by the Board of Aldermen and execution by the Mayor.

THIS RESOLUTION WAS PASSED AND APPROVED THE 2nd DAY OF NOVEMBER 2022,
BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.



Russ Fortune, Mayor

Attest:



Frank Johnson, City Clerk

Exhibit 1
Twin Oaks, Missouri
CONTRACTOR SERVICES CONTRACT

THIS AGREEMENT made and effective as of _____ by and between the **City of Twin Oaks, Missouri**, a municipal corporation hereinafter referred to as the "City," and **Schaeffer Electric Company**, a Missouri corporation, hereinafter referred to as "Contractor," with a business mailing address of 4667 Green Park Road, St. Louis, MO 63123.

WHEREAS, the Contractor provided the City with the proposal, attached hereto as **Exhibit A**, and incorporated herein by reference, for certain electrical work in Twin Oaks Park, as described on Exhibit A (the "Proposal"), and the City wishes to engage the Contractor as provider of those services to the City, in accordance with the terms of this Agreement;

WITNESSETH: That the parties hereto for the considerations hereinafter set forth agree as follows:

I. SCOPE OF SERVICES

Contractor's services are necessary for the following Project of City: *Run electrical wiring to and furnish and install two (2) electrical receptacles and two (2) LED wall pack light on poles for the gate at the south end of Twin Oaks Park.*

Except as expressly specified herein, Contractor hereby agrees to provide the expertise, supplies, supervision, labor, skill, materials, equipment, and apparatus to perform all the services and do all the things necessary for the proper completion of the scope of services for the Project listed above and as more particularly described in the "Scope of Work" set forth in the attached **Exhibit A**.

The above-referenced services (hereinafter referred to as the "Work") shall be provided by the Contractor in accordance with all the provisions of the Proposal and the attached **Twin Oaks General Conditions** which are incorporated herein by reference, and the terms of the General Conditions shall prevail over any conflicting terms that may otherwise be adopted herein as part of any attachment, including the Proposal. If there is any conflict between the City's General Conditions (attached hereto and incorporated herein by reference) and the Proposal, this Agreement and its General Conditions shall prevail.

II. COMPENSATION

A. **Basic Compensation.** The City hereby agrees to pay the Contractor as set forth below, as full compensation upon the completion of the Work:

Due at the City's final acceptance of the Work:	\$9,865.00
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III. TIME AND MANNER OF PAYMENTS

All invoices complete with necessary support documentation shall be submitted to the City and payment shall be made by City within thirty (30) days of receipt of an invoice received after satisfactory performance of the Work for the fees, prices, rates, or schedule of values set forth above.

IV. CONTRACT SCHEDULE

Time is of the essence. The Work shall be commenced on _____ and shall be completed in a reasonable manner no later than _____. Failure to complete the Work by the completion date shall result in a reduction in the amount due to the Contractor under this Contract in the amount of \$50.00 per day as liquidated damages, herein acknowledged to be reasonable compensation for such delay, in addition to any other remedy that the City may have hereunder.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the effective date of Contract first above written.

SCHAEFFER ELECTRIC COMPANY

CITY OF TWIN OAKS

By _____

By  _____

Mayor

Title _____

DATED: _____

DATED: _____

ATTEST: _____

City Clerk

GENERAL CONDITIONS
CITY OF TWIN OAKS, MISSOURI
CONTRACTOR SERVICES AGREEMENT

Independent Contractor. The Contractor shall be and operate as an independent contractor in the performance of this Contract. The Contractor shall have complete charge of the personnel engaged in the performance of the Work, and all persons employed by the Contractor shall be employees of said Contractor and not employees of the City in any respect.

Compliance with Laws. The Contractor shall comply with all applicable City ordinances and other laws and regulations, Federal, State, and any political subdivision thereof, including but not limited to, unemployment and workers' compensation, occupational safety, equal employment and affirmative action and wage and price laws insofar as applicable to the performance of the Contract. Specifically, Contractor shall comply with the following state law requirements:

- *Proof of Lawful Presence.* Section 208.009 RSMo., requires that all applicants *at the time of application* for any contract provided by a local government provide "affirmative proof that the applicant is a citizen or a permanent resident of the United States or is lawfully present in the United States." Contractor's affirmative proof must be established through (i) a Missouri driver's license, (ii) any "documentary evidence recognized by the department of revenue when processing an application for a driver's license," or (iii) "any document issued by the federal government that confirms an alien's lawful presence in the United States." §208.009.3.

Subcontracts. The Contractor shall not subcontract any of the Work to be performed by it hereunder without the express written consent of the City. In addition, this Contract shall not be assigned by the Contractor.

Indemnification. To the fullest extent permitted by law, the Contractor agrees to defend with counsel selected by the City, and indemnify and hold harmless the City, its officers, engineers, representatives, agents and employees from and against any and all liabilities, damages, losses, claims or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by the City or others, arising from Contractor's breach of the Contract or out of services and operations performed hereunder by the Contractor, including the City's reliance on or use of the services or products provided by the Contractor under the terms of this agreement. The Contractor shall not be liable for any loss or damage attributable solely to the negligence of the City. To the extent required by law to enforce this provision, Contractor agrees that this indemnification requires Contractor to obtain insurance in amounts specified herein and that Contractor has had the opportunity to recover the costs of such insurance in the Compensation set forth in this Agreement.

Insurance. Contractor shall furnish the City the certificates of insurance for workers' compensation, public liability, and property damage, including automobile coverage in the amounts specified by the City in the request for proposals, if any, otherwise in the amounts stated on **Exhibit B**, but unless otherwise provided shall be no less than the maximum amounts of liability set forth in Chapter 537.610 RSMo., applicable to political subdivisions. The policies of insurance shall be in such form and shall be issued by such company or companies as may be satisfactory to the City. The City, and such additional persons and entities as may be deemed to have an exposure to liability as a result of the performance of the Contractor's work, as determined by the City, shall be named as additional insured and the applicable insurer shall owe the City a duty of defense on all insurance policies required hereunder. The Contractor shall provide an Additional Insured Endorsement to the City that shall be approved by the City prior to commencement of any Work.

In addition to the foregoing, the Contractor shall maintain Professional Liability "errors and omissions" insurance in the form for the coverages satisfactory to City as indicated in the request for proposals, if any, otherwise as stated on attached **Exhibit B**, if any, but in no event less than the maximum amounts of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions. The City and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance; provided that nothing herein shall be deemed a waiver of the City's sovereign immunity relative to any claim against the City.

Nondisclosure. The Contractor agrees that it will not divulge to third parties without the written consent of the City any information obtained from or through the City in connection with the performance of this Contract. Nothing herein shall preclude disclosure of information by the City.

Changes. No change in this Contract shall be made except in writing prior to the change in the Work or terms being performed. The Contractor shall make any and all changes in the Work without invalidating this Contract when specifically ordered to do so in writing by the City. The Contractor, prior to the commencement of such changed or revised Work, shall submit promptly to the City, a written cost or credit proposal for such revised Work. If the City and Contractor shall not be able to agree as to the amount, either in consideration of

time or money to be allowed or deducted, it shall nevertheless be the duty of Contractor, upon written notice from the City, to immediately proceed with such alteration or change, and Contractor shall be compensated the reasonable value of such Work. **No Work or change shall be undertaken or compensated for without prior written authorization from the City.**

Termination. The City shall have the right to terminate the Contract at any time for any reason by giving the Contractor written notice to such effect. The City shall pay to the Contractor in full satisfaction and discharge of all amounts owing to the Contractor under the Contract an amount equal to the cost of all Work performed by the Contractor up to such termination date, less all amounts previously paid to the Contractor on account of the Contract Price. The Contractor shall submit to the City its statement for the aforesaid amount, in such reasonable detail as the City shall request, within thirty (30) days after such date of termination. The City shall not be liable to the Contractor for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Work.

Multi-year contracts; Non-appropriation. Notwithstanding any provision herein to the contrary, the City is obligated only to make the payments set forth in the attached Contract as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year at the discretion of the City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Nonappropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of the City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party. If applicable, this Agreement may be annually renewed at each fiscal year by inclusion of specific appropriation for this Agreement, from year to year not to exceed the maximum renewal period or term as set forth in the Agreement.

Accounting. During the period of this Contract, the Contractor shall maintain books of accounts of its expenses and charges in connection with this Contract in accordance with generally accepted accounting principles and practices. The City shall at reasonable times have access to these books and accounts to the extent required to verify all invoices submitted hereunder by the Contractor.

Correction Period. Contractor hereby expressly guarantees the aforesaid Work as to workmanship and quality of materials used in connection herewith for a term of one (1) year, commencing on the date of final acceptance by the City, and binds itself, its successors, or assigns, to make all repairs or replacements which may become necessary within said period due to construction defects and nonconformity with the City specifications or contract. The Contractor warrants to the City that all materials and equipment furnished under the Contract and incorporated in the Work will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract. The Contractor's general warranty and any additional or special warranties are not limited by the Contractor's obligations to specifically correct defective or nonconforming Work as set forth herein, nor are they limited by any other remedies provided in the Contract.

Request for Proposals. If the City issued a request for proposals in connection with the Work, such request for proposals and the proposal of the Contractor in response thereto are incorporated herein by reference and made a part of this Contract. In case of any conflicts between the request for proposals and the executed Contractor Services Contract or proposal of the Contractor, the requirements of the City's Request for Proposal and this executed Contract shall control and supersede unless a change thereto is specifically stated in this Contract (including **Exhibit A**, "Scope of Work").

Project Records and Work Product. The Contractor shall provide the City with copies of all documents pertinent to the Work which shall include, without limitation, reports, correspondence, meeting minutes, and originals of all deliverables. The City shall own all right, title, and interest, including without limitations, all copyrights and intellectual property rights, to all documents and Work Product of the Contractor created in performance of or relating to this Contract. Contractor agrees to take all steps reasonably requested by the City to evidence, maintain, and defend the City's ownership rights in the Work Product.

Site Operations. Where appropriate, the City will arrange for right of entry to any property at the request of the Contractor for the purpose of performing studies, tests, and evaluations in connection with the Work.

Personnel. The Work shall be performed exclusively by the personnel of the Contractor identified in the Contractor's proposal and no other personnel of the Contractor shall perform any of the Work without the express written approval of the City.

Representations. Contractor agrees that it has not relied on any representations or warranties of the City, oral or written, other than expressly identified in this Contract. The parties agree the Contract represents the entire agreement between the parties.

Governing/Choice of Law. This Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of Missouri, without regard to its principles of conflict of laws.

Other Special Provisions. There are no additional special provisions set forth in the Contractor Services Agreement.

EXHIBIT A
Proposal



4667 Green Park Rd. • St. Louis, Missouri 63123 • (314) 892-7800 • Fax (314) 892-3320

October 11, 2022

City of Twin Oaks
#1 Twin Oak Court
Ballwin Mo 63021

Attn: John Williams

Project Name: Twin Oaks Park

Schaeffer Electric is pleased to provide IBEW union labor, materials, and supervision necessary to complete the following scope of work.

DESCRIPTION OF WORK:

- Furnish and install 1" bore from the existing electrical panel to location #1 by southeast gate opening. Approx. 180'-0"
- Furnish and install 1" bore from location #1 to location #2 by northeast gate opening. Approx 200'-0"
- Furnish and install at the fence, gate location #1, (1) GFI receptacle with weatherproof cover. Above receptacle, (1) LED wall pack with photo cell to be mounted at the top of the fence.
- Furnish and install at the fence, gate location #2, (1) GFI receptacle with weatherproof cover. Above receptacle, (1) LED wall pack with photo cell to be mounted at the top of the fence.

Price:

NINE THOUSAND EIGHT HUNDRED SIXTY-FIVE DOLLARS and 00/100 (\$9,865.00)

QUALIFICATIONS / CLARIFICATIONS

- Electrical permit included.
- No rock or obstruction removal included
- No grass restoration included
- No asphalt or concrete cutting or patching included
- Existing electrical panel to be reused in current condition.
- No overtime included.
- No modifications to any existing code issues outside the scope of work
- Not responsible for any unforeseen conditions or obstructions
- The above proposal is based on work being performed at straight time between the hours of 7:00 AM and 3:30 PM Monday through Friday (Federal holidays excluded).

Sincerely

Tim Bosek
Project Manager
Office: 314-815-3281

Please sign and date the authorization to proceed.

Accepted: _____

Date: _____

Complete Electrical Systems and Repair Service
Performance • Quality • Integrity • Since 1935



TWS LED LED Wall Luminaire



Catalog Number
Notes
Type

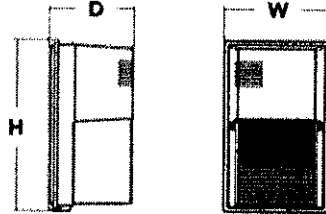
Introduction

The popular TWS luminaire is now available with long-lasting, energy-efficient LED technology. Featuring a classic dayform, the TWS LED offers a traditional appearance and is powered by advanced LEDs.

The TWS LED luminaire is powerful yet energy efficient, capable of replacing up to a 70W HPS or 100W MH wall pack while saving up to 80% in energy costs. With long-life LEDs, the TWS LED eliminates frequent lamp and ballast replacements associated with traditional technologies.

Specifications

Width:	6-3/4" (17.2 cm)
Height:	10-7/8" (27.7 cm)
Depth:	5-5/16" (13.5 cm)
Weight:	3.19 lbs (1.45 kg)



Ordering Information

EXAMPLE: TWS LED P1 50K MVOLT PE DDB

Series	Performance Package	Color Temperature	Voltage	Control Options	Finish
TWS LED	P1 2,124 lumens	50K 5000K ¹	MVOLT 120-277V ²	PE Photoelectric cell, button type	DDB Dark bronze

NOTES

- Corrected color temperature (CCT) shown is nominal per ANSI C78, 377-2015.
- MVOLT driver operates on any line voltage from 120-277V (50/60Hz).

FEATURES & SPECIFICATIONS

INTENDED USE

The TWS LED combines traditional wall pack design with high-output LEDs to provide an energy-efficient, low maintenance LED wall pack suitable for replacing up to 70W HPS or 100W MH fixtures. The traditional shape helps maintain building aesthetics when replacing only a portion of your building's wall packs. TWS LED is for outdoor applications such as personnel doors, loading areas, driveways and parking areas.

CONSTRUCTION

Back plate is die-cast aluminum. Front cover is impact-resistant polycarbonate which is fully gasketed. All electronics are protected in the upper housing. Housing is sealed against moisture and environmental contaminants.

FINISH

UV stabilized polycarbonate front cover has dark bronze color which provides superior resistance to corrosion and weathering and that can withstand extreme climate changes without cracking or peeling.

OPTICS

Protective polycarbonate lens covers the LEDs. Prismatic front cover and precision-molded reflector for superior uniformity and fixture spacing. Light engine is available in 5000K (80 min. CR).

ELECTRICAL

Light engine consists of two high-powered, long-life, high-efficacy LEDs mounted on an internal aluminum heat sink to maximize heat dissipation and promote long life (70/50,000 hours at 40°C). Driver and integral photocell operate at 120V and are fully enclosed in the upper housing. There are no user serviceable parts.

INSTALLATION

Back housing easily mounts to any recessed junction box. With all electronics in upper housing the open lower section makes wiring easy. Mount on any vertical surface. Not recommended in applications where a sprayed stream of water can come in direct contact with polycarbonate lens.

LISTINGS

UL Certified to US and Canadian safety standards for wet-location mounting higher than 4 feet off the ground. DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/2015/ to confirm which versions are qualified.

Rated for -40°C to 40°C ambient temperature.

WARRANTY

5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at:

www.lithonia.com/usa/customer-service/customer-service-terms-and-conditions

Notes: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications are subject to change without notice.



COMMERCIAL OUTDOOR

One Lithonia Way • Conyers, Georgia 30012 • Phone: 800-705-SERV (7378) • www.lithonia.com
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Performance Data

Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown, within the tolerances allowed by Lighting Facts. Actual performance may differ as a result of end-user environment and application.

Part Number	Color Temp	Power	Beam Spread					Beam Diameter
			Beam Spread	Beam Spread	Beam Spread	Beam Spread	Beam Spread	
P1	5000K	18W	2.124	1	3	1	118	

Lumen Ambient Temperature (LAT) Multipliers

Use these factors to determine relative lumen output for average ambient temperatures from 0-40°C (32-104°F).

Ambient		Lumen Multiplier
0°C	32°F	1.01
10°C	50°F	1.02
20°C	68°F	1.01
25°C	77°F	1.00
30°C	86°F	0.99
40°C	104°F	0.98

Electrical Load

Part Number	Power	Power Factor	THD
P1	18W	0.15	0.065

Projected LED Lumen Maintenance

Data references the extrapolated performance projections in a 40°C ambient, based on 10,000 hours of LED testing (performed per IESNA LM-80-08 and projected per IESNA TM-21-11).

To calculate LM, use the lumen maintenance factor that corresponds to the desired number of operating hours below. For other lumen maintenance values, contact factory.

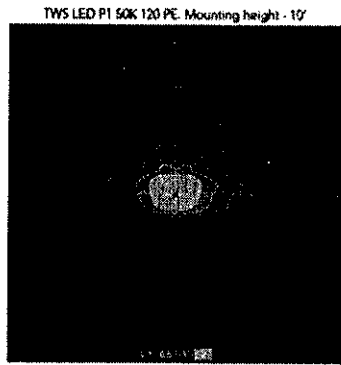
Operating Hours	Lumen Maintenance Factor
10,000	0.90
20,000	0.80
30,000	0.70
40,000	0.60

Photometric Diagrams

To see complete photometric reports or download .ies files for this product, visit the Lithonia Lighting TWS LED homepage. Tested in accordance with IESNA LM-79 and LM-80 standards.

LEGEND

- 0.2 k
- 0.5 k
- 1.0 k
- 2.0 k



Data No. 171220725 tested in accordance with IESNA LM-79-08



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TWS LED
Rev. 03/02/22