

RE: Resolution #2025-05 Authorizing equipment purchase through Sourcewell cooperative contract.

Background:

Staff is seeking authorization to purchase a new generator for Bent water lift station and for Tuscany wwtp.

Analysis:

In the 2025 CIP and budget, the wastewater department requested a new generator for the Bent water lift station which was approved by the council for 2025. We plan to purchase it through the Sourcewell cooperative contract we use time to time to purchase equipment. The unit we seek to purchase and receive in 2025.

In the 2025 CIP and budget, the wastewater department requested a new generator for the Tuscany wwtp which was approved by the council for 2025. We plan to purchase it through the Sourcewell cooperative contract we use time to time to purchase equipment. The unit we seek to purchase and receive in 2025.

Recommendation:

Staff recommends passage of the resolution to allow this purchase.

MEMO SUBMITTED BY:

Jason Stutesmun | Water quality Superintendent

jstutesmun@nixa.com | 417-725-2353

RESOLUTION NO. 2025-05

1 **A RESOLUTION OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING THE CITY**
2 **ADMINISTRATOR TO EXECUTE A CONTRACT IN AN AMOUNT NOT TO EXCEED**
3 **\$103,655.00 WITH NORTON POWER SYSTEMS, LLC, FOR THE PURCHASE AND**
4 **INSTALLATION OF ELECTRIC GENERATORS AT THE TUSCANY HILLS**
5 **WASTEWATER TREATMENT PLANT, THE TUSCANY HILLS LIFT STATION, AND**
6 **THE BENTWATER LIFT STATION.**

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8 **WHEREAS** the Nixa City Code authorizes the City to participate in cooperative
9 purchasing arrangements provided that, when a cooperative purchase exceeds
10 \$10,000.00, the purchase must be submitted to City Council for approval; and
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12 **WHEREAS** City Council desires to authorize the City Administrator to execute a
13 contract with Norton Power Systems, LLC, for the purchase and installation of electric
14 generators at the Tuscany Hills Wastewater Treatment Plant, the Tuscany Hills Lift
15 Station, and the Bentwater Lift Station.
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17 **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF**
18 **NIXA, AS FOLLOWS, THAT:**
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20 **SECTION 1:** The City Council hereby authorizes the City Administrator, or
21 designee, to enter into a contract with Norton Power Systems, LLC, for the purchase and
22 installation of electric generators at the Tuscany Hills Wastewater Treatment Plant, the
23 Tuscany Hills Lift Station, and the Bentwater Lift Station. Said contract shall be in
24 substantially similar form as the document attached hereto and incorporated herein by
25 this reference, as "Resolution Exhibit A." The City Administrator and the officers of the
26 City are hereby authorized to do all things necessary or convenient to carry out the terms
27 and intent of this Resolution.
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29 **SECTION2:** This Resolution shall be in full force and effect from and after its final
30 passage by the City Council and after its approval by the Mayor, subject to the provisions
31 of section 3.11(g) of the City Charter.
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33 [Remainder of page intentionally left blank. Signatures follow on next page.]
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RESOLUTION NO. 2025-05

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ADOPTED BY THE COUNCIL THIS _____ DAY OF January 2025.

ATTEST:

PRESIDING OFFICER

CITY CLERK

APPROVED BY THE MAYOR THIS _____ DAY OF January 2025.

ATTEST:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

| | | | |
|--|--|--|--|
| EFFECTIVE DATE: | TERMINATION DATE: | CONTRACT NUMBER: | |
| <input type="checkbox"/> NEW CONTRACT | | <input type="checkbox"/> ADDENDUM NUMBER: | |
| CITY | | CONTRACTOR | |
| Name: | City of Nixa, Missouri | Name: | Norton Power Systems, LLC. |
| Address: | 715 W. Mt. Vernon St. PO Box 395 Nixa, MO 65714 | Address: | 1203A Eaglecrest Nixa, MO 65714 |
| Phone: | 417.725.3785 | Phone: | 417.872.9370 |
| Email: | jstutesmun@nixa.com | Email: | nortonieffnps@sbcglobal.net |
| Attn: | Jason Stutesmun | Attn: | Jeff Norton, President |

CONTRACT FOR GENERATOR PURCHASE, INSTALLATION, AND INSTALLATION SERVICES

THIS CONTRACT FOR GENERATOR PURCHASE, INSTALLATION, AND INSTALLATION SERVICES ("Contract") is made and entered into upon its execution by the City of Nixa, Missouri, a Constitutional Charter City organized under the laws of the State of Missouri ("City") and Norton Power Systems, a Limited Liability Company, incorporated in Missouri ("Contractor").

WHEREAS the City, after utilizing a cooperative contract through Sourcewell, referenced as Contract #020923-GNR desires to engage Contractor to purchase products and perform certain services; and

WHEREAS the City desires to engage Contractor to perform such work under the terms and conditions of this Contract; and

WHEREAS the Contractor desires to perform such work under the terms and conditions of this Contract.

NOW, THEREFORE, for the considerations herein expressed, it is mutually agreed by and between the City and the Contractor as follows:

- 1. Manner and Time for Completion.** The Contractor agrees to perform and undertake the work described herein. The Contractor shall perform said work in accordance with the standard of care, skill, and expertise ordinarily used by members of the Contractor's profession in the performance of similar work. The work is described in Exhibit A, which is attached hereto and incorporated herein by this reference ("Services"). Contractor shall furnish all supervision, labor, tools, equipment, materials, and supplies necessary to perform the Services at Contractor's own expense in accordance with the contract documents, any applicable City ordinances, and any applicable state or federal laws within 120 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the City, within 30 days after the date of delivery of product and supplies. If such order is not issued within 30 days after the date of delivery of product and supplies, or if product and supplies are not delivered within specified timeframe per contractor's proposal, then this Contract shall terminate.
- 2. Addition to Services.** The City may add to the Services or delete therefrom services, provided that the total cost of such work does not exceed the total cost authorized herein. The Contractor shall undertake such changed activities only upon the written direction of the City. All such directives and changes shall be in written form and shall be accepted and countersigned by the Contractor.
- 3. Payment.**

- 3.1. Progress Payments.** Provided that Contractor performs the Services in the manner set

forth herein, the City shall pay the Contractor in accordance with the provisions set forth in Exhibit A, which shall constitute full and complete compensation for the Contractor's work. Such compensation shall be paid by the City, subject to receipt of a requisition for payment and a statement of the work provided by the Contractor for the period covered by the requisition. Such requisition shall include an acknowledgement signed by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the Contract. If applicable, the City shall provide notice to the Contractor of any payment amount withheld and the reason for such withheld payment. The acceptance of any payment under this Contract expressly constitutes a release of the City by the Contractor and its subcontractors from any and all claims which were made or could have been made by the Contractor and its subcontractors against the City which may arise out of or are related to this Contract prior to the date of payment by City.

3.2. Payment Conditioned on Acceptable Performance. No payment shall be made by City unless the Contractor's performance for work which it seeks payment was completed in compliance with the provisions of this Contract. No partial payment to the Contractor shall operate as approval of acceptance of all work completed by Contractor prior to the date of payment.

3.3. Total compensation not to exceed. It is expressly understood that in no event shall the total compensation and reimbursement to be paid to the Contractor under the terms of this Contract exceed the sum of **\$103,655.00** unless specifically and mutually agreed to in writing by both the City and the Contractor.

4. Exchange of Data and Cooperation. All information, data, and reports in the City's possession and necessary for the carrying out of the Services, shall be furnished to the Contractor without charge, and the parties shall reasonably cooperate with each other in every possible way in the carrying out of the Services.

5. Personnel. The Contractor represents that Contractor shall secure at Contractor's own expense all personnel required to perform the Services. Such personnel shall not be considered employees of the City. All the Services required hereunder shall be performed by the Contractor or under Contractor's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such Services. None of the Services covered by this contract shall be subcontracted without the prior written approval of the City.

6. Term. This Contract shall commence upon its full execution by the Parties and shall continue until the completion and acceptance by the City of the Services, unless sooner terminated pursuant to Paragraph 7.

7. Termination.

7.1. Termination for breach. Failure of Contractor to fulfill Contractor's obligations under this Contract in a timely and satisfactory manner in accordance with the terms of this Contract shall constitute a breach of the Contract, and the City shall thereupon have the right to immediately terminate the Contract. The City shall give written notice of termination to the Contractor. In the event of any litigation arising from breach of this Contract, the City shall be entitled to recover from the Contractor all reasonable costs incurred for such litigation, including staff time, court costs, attorney fees, and all other related expenses incurred in such litigation.

7.2. Termination for Convenience. The City shall have the right at any time upon 90 days

written notice to the other to terminate and cancel this Contract, without cause, for convenience. In such event final payment to the Service Provider shall be limited to services provided by the Service Provider as of the effective date of said termination.

7.3. Non-appropriation. This Contract shall be terminated upon the failure of the City Council of City to appropriate funds for this Contract in any term of said Contract.

8. City's Right to Proceed. In the event this Contract is terminated, the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this Contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

9. Confidentiality. Any reports, data, or similar information given to, prepared or assembled by the Contractor under this Contract shall be considered the property of the City and shall not be made available to any individual or organization by the Contractor without prior written approval of the City. The provisions of this Paragraph shall survive the termination or expiration of this Contract.

10. Conflict of Interest. Contractor certifies that no member or officer of its firm or organization is an officer or employee of the City of Nixa, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest in this Contract which would violate any applicable federal regulations or the provisions of RSMo. Section 105.450 et seq or the provisions of Nixa City Charter Section 13.1.

11. Assignment. Neither party may assign, transfer, or delegate any or all of its rights or obligations under this Contract, including by operation of law, change of control, or merger, without the prior written consent of the other party. No assignment shall relieve the assigning party of any of its obligations hereunder. Any attempted assignment, transfer, or other conveyance in violation of the foregoing shall be null and void. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

12. Nondiscrimination. The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.

12.1. This Contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

12.2. This Contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

13. Occupational License. The Contractor shall obtain and maintain an occupational license or business registration with the City of Nixa, Missouri, if required by city code and any required state or federal requirement. The cost for this occupational license shall be borne by the Contractor.

14. Insurance Requirements.

14.1. Without limiting any of the other obligations or liabilities of the Contractor, Contractor shall at all times during the Term of this Contract, and for a period of three years thereafter, unless waived in writing by the City, at Contractor's sole cost and expense, have at least the following types and amounts of insurance:

14.1.1. Commercial General Liability Insurance with limits no less than \$517,306.00 per occurrence and \$3,448,710.00 in the aggregate, including bodily injury and property damage, which policy shall include contractual liability coverage insuring the activities of Contractor under this Contract;

14.1.2. Worker's Compensation Insurance with statutory coverage as provided for in RSMo. 287.010 et seq.;

14.1.3. Employers Liability Insurance with limits no less than \$517,306.00 per occurrence and \$3,448,710.00 in the aggregate;

14.1.4. Commercial Automobile Liability with limits no less than \$517,306.00 per occurrence and \$3,448,710.00 in the aggregate; and

14.2. All insurance policies required pursuant to Paragraph 14 shall:

14.2.1. Be issued by insurance companies reasonably accepted by the City, able to transact business within the State of Missouri, and with an A.M. Best Rating of no less than B+ Rating;

14.2.2. Provide that such insurance carriers give the City at least 30 days' prior written notice of cancellation or non-renewal of policy coverage; provided that, prior to such cancellation, the Contractor shall have new insurance policies in place that meet the requirements of this Paragraph 14;

14.2.3. Waive any right of subrogation of the insurers against the City or any of its officials, employees, or agents;

14.2.4. Provide that such insurance be primary insurance and any similar insurance in the name of and/or for the benefit of the City shall be excess and non-contributory;

14.2.5. Name the City and its officials, employees, and agents, as additional insured;

14.2.6. Not be met by the use of a single limit policy.

14.3. Contractor shall provide the City with copies of the certificates of insurance and policy endorsements for all insurance coverage required by this Paragraph 14 at the time of execution of this Contract and shall not do anything to invalidate such insurance.

14.4. Failure of the Contractor to maintain the coverages set out in this Paragraph 14 shall not

relieve it of any contractual responsibility or obligation or liability in general or under this Contract.

14.5. This Paragraph 14 shall not be construed in any manner as waiving, restricting, or limiting the liability of the Contractor for any obligations imposed under this Contract (including but not limited to, any provisions requiring a party hereto to indemnify, defend, and hold harmless under this Contract).

14.6. Subcontracts. In case any or all the performance of this Contract is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in this Paragraph 14. Contractor shall provide evidence of such insurance from said subcontractor.

14.7. Changes in policy limits. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo. is broadened or increased during the term of this Contract by legislative or judicial action or in the event that the Sovereign Immunity limits for a given calendar year, as published annually on the Missouri Register by the Missouri Department of Insurance are increased during the term of this Contract, the City may require Contractor, upon 10 days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased exposure as the result of increase. Any such additional insurance coverage shall be evidenced by an appropriate Certificate of Insurance and shall take effect within the time set forth in the addendum.

14.8. Survival. The provisions of this Paragraph shall survive the termination or expiration of this Contract.

15. Contractor's responsibility for subcontractors. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this Contract, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City.

16. Independent Contractor Clause. This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor shall be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation, and unemployment insurance laws. The Contractor shall retain sole and absolute discretion as to the judgment and manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Contract shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City shall not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

17. Liability and Indemnity.

17.1. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the Contractor under this contract.

17.2. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

17.3. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this Contract or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

17.4. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents, and employees, for which indemnification is sought.

17.5. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

17.6. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this Contract in its contract price. Contractor's obligation under this Contract to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this Contract.

17.7. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

17.8. The provisions of this Paragraph shall survive the termination or expiration of this Contract.

18. Contract Documents.

18.1. The entire Contract of the parties shall consist of the following documents:

18.1.1. This Contract; and

18.1.2. Scope of Work/Rate Sheet (Exhibit A).

18.2. The above listed documents are attached hereto and incorporated by their reference herein as though fully set forth herein.

18.3. No modification, amendment, or waiver of any of the provisions of this Contract shall be effective unless in writing specifically referring hereto and signed by both parties.

18.4. In the event of a conflict between terms, the terms of this Contract, exclusive of its Exhibits, Attachments, or Schedules, shall control over the terms of any Exhibit, Attachment, or Schedule.

19. Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this Contract:

19.1. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.

19.2. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

20. Notices.

20.1. All notices required or permitted hereinunder and required to be in writing may be given by Electronic Mail or by first class mail addressed to City and Contractor at the addresses shown below:

To City:

Name: City of Nixa, Missouri
Address: 715 W. Mt. Vernon St., PO Box 395, Nixa MO 65714
Phone: 417.725.3785
Email: jstutesmun@nixa.com
Attn: Jason Stutesmun
Dept: Water/Wastewater

To Contractor:

Name: Norton Power Systems, LLC.
Address: 1203A Eaglecrest, Nixa, MO 65714
Phone: 417.872.9370
Email: nortonjeffnps@sbcglobal.net
Attn: Jeff Norton, President

20.2. The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing. The date of delivery of notice by Electronic Mail transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which

case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

20.3. Notice information may be updated by the respective party upon reasonable notice of such change to the other party.

21. Right to Audit. Contractor agrees to furnish sufficient supporting details as may be required by the City to support any charges or invoices submitted to the City for payment under this Contract. Contractor shall make available for the City's inspection all records covering or relating to charges submitted to the City for payment. Contractor shall make appropriate adjustments in the event that discrepancies are found. The City shall have the right to audit the Contractor's records pertaining to the work/product for a period of three (3) years after final payment. The provisions of this Paragraph shall survive the termination or expiration of this Contract.

22. Compliance with Laws. Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.

23. City Benefits. The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

24. No Third-Party Beneficiaries. This Contract is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Contract.

25. Jurisdiction. This Contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri, without giving effect to any choice or conflict of law provision or rule which would cause the application of the laws of any jurisdiction other than those of the State of Missouri. Should any part of this Contract be litigated, venue shall be proper only in the Courts of Christian County, Missouri. The provisions of this Paragraph shall survive the termination or expiration of this Contract.

26. Waiver of Jury Trial. Each party irrevocably and unconditional waives any right it may have to a trial by a jury in respect to any legal action arising out of or relating to this Contract or the transaction contemplated thereby. The provisions of this Paragraph shall survive the termination or expiration of this Contract.

27. No Waiver of Governmental Immunity. No provision of this Contract is intended, or shall be construed, to be a waiver for any purpose by the City of any applicable state law on municipal liability or governmental immunity. No indemnification provision contained in this Contract under which Customer indemnifies the City shall be construed in any way to limit any other indemnification provision contained in this Contract.

28. Severability. If any term or provision of this Contract is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Contract or invalidate or render unenforceable such term or provision.

29. Headings. The headings in this Contract are for reference only and shall not affect the interpretation of this Contract.

30. Interpretation. This Contract shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

31. Payment for Labor and Materials. The Contractor shall pay for all labor and materials used in the provision of the Services.

32. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. The Contractor shall provide an acceptable notarized affidavit stating that Contractor has verified the completion of a 10-hour constructions safety program with respect to the employees working in connection with the contracted services. Contractors and subcontractors in violation of this provision will forfeit to the public body \$2,500.00 plus \$100 a day for each employee who is employed without training. Public bodies and contractors may withhold assessed penalties from the payment due to those Contractors and subcontractors. The penalties shall not begin to accrue until the time periods in the statute have elapsed (60 days after notice to proceed and 20 days to produce documentation for employees found in violation).

33. Affidavit for Contracts Over \$5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of \$5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

34. Compliance with Anti-Discrimination against Israel Act. Pursuant to Section 34.600 RSMo, if this Contract exceeds the amount of \$100,000 for Contractors with ten or more employees, Contractor, by executing this Contract, certifies that the Contractor 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; is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or is not currently engaged in and shall not for the duration of this contract, engage in a boycott of goods or services from persons or entities doing business in the state of Israel.

[Remainder of page intentionally left blank. Signatures follow on next page.]

IN WITNESS WHEREOF, the parties have set their hands on the day and year herein stated.

CITY

Jimmy Liles, City Administrator

Date: _____

ATTEST:

Rebekka Coffey, City Clerk

Approved as to form:

Nick Woodman, City Attorney

Director of Finance Certification:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore, and that the appropriate accounting entries have been made.

Jennifer Evans, Director of Finance

CONTRACTOR

Jeff Norton
Authorized Signer

Date: 1-21-25

Jeff Norton
Printed Name

President
Title

CONTRACTOR VERIFICATION

STATE OF MISSOURI)
) ss
COUNTY OF CHRISTIAN)

On this 21 day of January, 2025, before me appeared Jeffrey A. Norton, to me personally known, who is being by me duly sworn did say that they are a member and manager of Norton Power Systems, a Limited Liability Company of the State of Missouri, and acknowledged that they executed the same as their free act and deed and the free act and deed of said Limited Liability Company.

In Witness Whereof, I have hereunto set my hand and affixed my official seal at my office in Nixa, Missouri the day and year first written.

J'ne Baker
Notary Public

My commission expires: 8.12.28

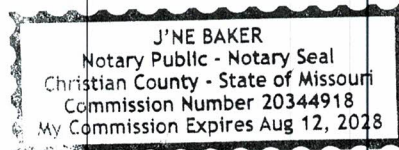


EXHIBIT A – SCOPE OF WORK/RATE SHEET

Project 1: Generator Replacement – Bentwater Liftstation:

Quantity 1 - Generac Industrial gaseous engine-driven generator, naturally-aspirated 4.5L in-line 4 cylinder engine, consisting of the following features and accessories:

- Stationary Emergency-Standby rated
- 45 KW rating, wired for 120/240 VAC three phase, 60 Hz
- Permanent Magnet Excitation
- MLCB, 80% rated thermal-magnetic
 - 150 Amp
- Natural Gas fuel system
- EPA Certified
- cETLus
- Power Zone Pro Digital Control Panel for Single Generators
 - Meets NFPA 99 and 110 requirements
 - Temp Range -40 to 70 degrees C
 - Humidity 2-95% (Non-Condensing)
 - UL6200
 - C-ETL-US
 - CE
 - FCC
 - IEC801 (Radiated Emissions, Susceptibility, and Surge Immunity)
 - 4.3" Resistive Color Touchscreen
 - Built-in Wi-Fi, Bluetooth, and Webserver (via Power Zone Connectivity Server)
 - IP65 (Front)
 - Auto/Manual/Off key switch, alarm indication, Not in Auto Indication, audible alarm, emergency stop switch
 - Dual Core Digital Microprocessor
 - RS485, Ethernet, and CANbus ports
 - All engine sensors are 4-20ma for minimal interference
 - Sensors: Oil Pressure, optional Oil Temp, Coolant Temp and Level, Fuel Level/Pressure (where applicable), Engine Speed, DC Battery Voltage, Run-time Hours, Generator Voltages, Amps, Frequency, Power, Power Factor
 - Alarm Status: Low or High AC Voltage, Low or High Battery Voltage, Low or High Frequency, Pre-low or Low Oil Pressure, Pre-high or High Oil Temp (optional), Low Water Level and Temp, Pre-high or High Engine Temp, High, Low, and Critical-low Fuel Level/Pressure (where applicable), Overcrank, Over and Under Speed, Unit Not in Automatic
 - Programmable I/O
 - Built-in PLC for special applications
 - Engine function monitoring and control:
 - Full range standby operation; programmable auto crank, Emergency Stop, Auto-Off-Manual Switch
 - Isochronous Governor
 - 0.25% digital frequency regulation with: soft-start ramping – adjustable, gain – adjustable, overshoot limit – adjustable
 - 3 Phase RMS Voltage Sensing

- +/-0.5% digital voltage regulation with: soft-start voltage ramping – adjustable, loss of sensing protection – adjustable, negative power limit – adjustable, Hi/Lo voltage limit – adjustable, V/F slope and gain – adjustable, fault protection
 - Service reminders, trending, fault history (alarm log)
 - I2T function for full generator protection
 - Selectable low-speed exercise
 - 2-wire start controls for any 2-wire transfer switch
- 90 AH, 700 CCA Group 27F Battery, with rack, installed
- Block Heater, 1500 watt
- Std Heavy Duty Air Cleaner
- Battery Charger, 10 Amp, NFPA 110 compliant, installed
- Flex Fuel Hose, shipped loose
- Critical Grade Silencer
- Std set of 3 Manuals
- Standard 2-Year Limited Warranty
- SG0045JG264.5S18SPYYA

Quantity 1 – Transfer Switch – TX SERIES

- 150 Amp, 3 pole, 120/240 VAC three phase, 60 Hz, with 2-Wire Start Circuit
 - Utility Voltage Sensing Controls:
 - Adjustable Drop-out and Pick-up
 - Adjustable Utility Interrupt Delay
 - Adjustable Logic Controls:
 - Minimum Standby Voltage
 - Minimum Standby Frequency
 - Engine Warmup
 - Return to Utility
 - Engine Cooldown
 - Transfer on Exercise
- Double Set of Form C Auxiliary Contacts
- UL Listed 1008 by ETL
- NEMA 3r Enclosure
- 3 Owner's Manuals
- 42KA Contactor Withstand and Closing Rating
- In Phase Only Transfer
- Standard two-year basic warranty
- TX611NN0150J3CH

Quantity 1 – Freight

Notes:

Estimated Delivery: 8-12 weeks ARO

FOB: jobsite

Factory Start-up provided by NPS after installation is complete. Price includes removal of existing generator and installation of new listed equipment.

TOTAL LABOR AND MATERIAL: \$28,150.00.

TERMS AND CONDITIONS

- A. Freight is included.
- B. Payment terms are net thirty days.
- C. This Scope includes only those services and/or repairs specified above. If additional services are required, the additional parts, labor, and material will be done on a time and material basis after customer's approval or quoted separately.

Project 2: Tuscanny Liftstation Generator System:

One (1) Generator Set Generac model 7209:

- 24kW rated at 100 amps @ 240VAC/1 phase
- Natural Gas fueled
- UL2200 listed
- Digital control system including isochronous governor system and V/F voltage regulation selectable low-speed weekly exercise function
- Air-cooled engine with an operation speed of 3600 RPM
- Alternator configured for 120/240 VAC 1 phase 3-wire 60 Hz output
- Gas fuel system with customer connection fitting external to the genset base frame
- Weather protective sound attenuation aluminum enclosure with electrostatically-applied and baked powder coat finish
- Factory installed critical-grade exhaust system
- Engine Starting battery

One (1) Automatic Transfer Switch Genera model:

- UL listed and suitable for use in optional standby systems (NEC 702)
- Heavy duty contactor is an open transition switch that is electrically actuated and mechanically held
- Transfer switch contactor rated 100 amps
- 2-pole, voltage configured for 120/240 3-wire single phase
- Housed in a NEMA 3R enclosure with electrostatically applied and baked powder paint finish

Five-year comprehensive warranty applies to generator windings and engine.

Norton Power Systems will provide the complete installation of generator system, gas and electrical. Factory start up after installation is completed. City to supply poured concrete pad by extending existing concrete on North side of building.

TOTAL LABOR AND MATERIAL: \$13,140.00.

TERMS AND CONDITIONS

- A. Freight is included.
- B. Payment terms are net thirty days.

C. This proposal includes only those services and/or repairs specified above. If additional services are required, the additional parts, labor, and material will be done on a time and material basis after customer's approval or quoted separately.

Project 3: Tuscanny Hills WWTP New Generator System:

Quantity 1 – Generac Industrial diesel engine-driven generator, turbocharged/aftercooled 6.7L in-line 6-cylinder engine, consisting of the following features and accessories:

- Stationary Emergency-Standby rated
- 130 KW rating, wired for 277/480 VAC three phase, 60 Hz
- Permanent Magnet Excitation
- MLCB, 80% rated thermal-magnetic
 - 400 Amp
- 36" 350 Gallon double-Wall UL 142 Basetank with mechanical gauge and electronic level sending unit
- Standard Weather Protective Enclosure, Steel
 - Industrial Grey Baked-On Powder Coat Finish
- EPA Certified
- cETLus
- Power Zone Pro 410 Control Panel for Single Generators
 - Meets NFPA 99 and 110 requirements
 - Temp Range -40 to 70 degrees C
 - Humidity 2-95% (Non-Condensing)
 - UL6200
 - C-ETL-US
 - CE
 - FCC
 - IEC801 (Radiated Emissions, Susceptibility, and Surge Immunity)
 - 4.3" Resistive Color Touchscreen
 - Built-in Wi-Fi, Bluetooth, and Webserver (via Power Zone Connectivity Server)
 - IP65 (Front)
 - Auto/Manual/Off key switch, alarm indication, Not in Auto Indication, audible alarm, emergency stop switch
 - Dual Core Digital Microprocessor
 - RS485, Ethernet, and CANbus ports
 - All engine sensors are 4-20ma for minimal interference
 - Sensors: Oil Pressure, optional Oil Temp, Coolant Temp and Level, Fuel Level/Pressure (where applicable), Engine Speed, DC Battery Voltage, Run-time Hours, Generator Voltages, Amps, Frequency, Power, Power Factor
 - Alarm Status: Low or High AC Voltage, Low or High Battery Voltage, Low or High Frequency, Pre-low or Low Oil Pressure, Pre-high or High Oil Temp (optional), Low Water Level and Temp, Pre-high or High Engine Temp, High, Low, and Critical-low Fuel Level/Pressure (where applicable), Overcrank, Over and Under Speed, Unit Not in Automatic
 - Programmable I/O
 - Built-in PLC for special applications
 - Engine function monitoring and control:
 - Full range standby operation; programmable auto crank, Emergency Stop, Auto-Off-Manual Switch

- Isochronous Governor
 - 0.25% digital frequency regulation with: soft-start ramping – adjustable, gain – adjustable, overshoot limit – adjustable
- 3 Phase RMS Voltage Sensing
 - +/-0.5% digital voltage regulation with: soft-start voltage ramping – adjustable, loss of sensing protection – adjustable, negative power limit – adjustable, Hi/Lo voltage limit – adjustable, V/F slope and gain – adjustable, fault protection
 - Service reminders, trending, fault history (alarm log)
 - I2T function for full generator protection
 - Selectable low-speed exercise
 - 2-wire start controls for any 2-wire transfer switch
- 110 AH, 925 CCA Group 31 Battery, with rack, installed
- Block Heater, 1500 watt
- Std Heavy Duty Air Cleaner
- Battery Charger, 5 Amp, installed
- Critical Grade Silencer
- Std set of 3 Manuals
- Standard 2-Year Limited Warranty
- SD0130KG176.7D18DPYY3

Quantity 1 – Automatic Transfer Switch consisting of the following typecode and components:

- **Generac** model TX611NN0400k3ch – Rated at 400 amps, 3 pole construction Operating at 60 HZ, 277/480 Volts 3 phase, with 2-wire start circuit
- Utility voltage sensing controls: Drop-out and pick-up with Utility interrupt delay
- Adjustable logic controls: Minimum standby voltage, Minimum standby frequency, Engine warmup, Inphase monitor, Time delay neutral, Return to utility, Engine cooldown, Transfer on exercise
- Double set of auxiliary contacts
- NEMA 3R Enclosure
- Enclosure Heater
- Controller Cover, Padlockable, Black
- Non-Service entrance rated
- Standard set of 3 manuals
- UL 1008 listed CSA Certified

Quantity 1 – Freight

Notes:

Estimated Delivery: 8-12 weeks ARO

FOB: jobsite

Factory Start-up provided by NPS after installation is complete. Installation includes new poured concrete pad, rigging, offloading and setting of equipment, all associated electrical. New fuel at time of start-up.

TOTAL LABOR AND MATERIAL \$62,365.00

TERMS AND CONDITIONS

- A. Freight is included.
- B. Payment terms are net thirty days.
- C. This proposal includes only those services and/or repairs specified above. If additional services are required, the additional parts, labor, and material will be done on a time and material basis after customer's approval or quoted separately.