

CITY OF ST. LOUIS
SERVICE AGREEMENT FOR EVENTIDE RECORDER EQUIPMENT
AND SOFTWARE MAINTENANCE SERVICES
AT LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®

CONTRACT NO: 70073

CONTRACT AMOUNT: \$9,278.67

CONTRACTOR: Nelson Systems, Incorporated
430 West Jefferson Street
Springfield, Illinois 62702

FEDERAL I.D. #: 37 - 1249991

ESTIMATED ANNUAL ENCUMBRANCES:

FY 2015 - 2016 \$9,278.67

CONTRACT AUTHORIZED BY: ORDINANCE NO.: 69985
BUDGET ACCOUNT: 5637

LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT
ST. LOUIS, MISSOURI

CITY OF ST. LOUIS
SERVICE AGREEMENT FOR EVENTIDE RECORDER EQUIPMENT
AND SOFTWARE MAINTENANCE SERVICES
AT LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT

This Agreement, made and entered into this 8th day of June, 2016 (the Agreement"), by and between the City of St. Louis, a municipal corporation of the State of Missouri (the "City" or "Customer") and Nelson Systems, Incorporated ("Contractor").

WITNESSETH THAT:

WHEREAS, City owns and operates Lambert-St. Louis International Airport (the "Airport"); and

WHEREAS, City seeks to contract with the Contractor for certain services described herein.

NOW, THEREFORE, in consideration of the payments, terms, conditions, agreements, hereinafter set forth, to be made and performed by City, the Contractor hereby promises and agrees that it will faithfully perform all the services called for by this Agreement, in the manner and under the terms, covenant, and conditions hereinafter set forth.



Nelson Systems

INCORPORATED

QUOTE

430 W Jefferson
Springfield, IL 62702
217-793-1042 Fax 217-793-1582

DATE: March 10, 2016

To: LAMBERT ST LOUIS INTERNATIONAL AIRPORT Ship To:

10701 LAMBERT INTERNATIONAL BLVD
AIRPORT PROPERTIES DIVISION
ST LOUIS, MISSOURI 63145

	P.O. NUMBER				TERMS

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
3 YEAR	QUOTE FOR MAINTENANCE ON RECORDER SERIAL # 740001799 QUOTE FOR THE PERIOD OF 10/1/16-9/30/19		\$ 12,244.70
LESS CREDIT ON ACCOUNT			-\$2,966.03
			\$ 9,278.67

If you have any questions concerning this Quote, call: Kris Smith, 800-851-3348

THANK YOU FOR YOUR BUSINESS!



Nelson Systems

I N C O R P O R A T E D

Guaranteed Maintenance Agreement DIGITAL RECORDING SYSTEM

ISSUED TO: _____

Nelson Systems, Inc. (NSI), by its acceptance hereof, agrees to furnish to the here-in named Customer, who agrees to accept under the terms and conditions of this Agreement, maintenance service on the equipment listed on the attached schedule ("Equipment").

1. **TERM OF AGREEMENT.** NSI warrants that the system will be free from defects in material or workmanship for a period of one year, unless otherwise stated, from the effective date as approved by the customer and NSI. If any defects covered by this Agreement appear within the above-stated period, NSI shall replace or repair, at its option, the material or equipment at its own expense. Such repair or replacement will be the Customer's exclusive remedy for breach of warranty or negligence.

The term of this Agreement is for a period of 3 years beginning on 10/1/16 and ending on 9/30/19.

2. **SERVICE RESPONSE.** Customer is located within NSI's Zone _____ area. NSI will make best efforts to respond to a request for a major system failure within 4 hours and within 8 hours for minor system failures. All response times are measured from the time NSI's service center receives specific notification of service requirement. All repairs will be completed as soon as reasonably practical.

3. **ADDITIONS TO SYSTEMS.** Should additional equipment be added to the System at the Customer's request during the agreement, the warranty period for such equipment shall terminate:

- (a) On the same date that the agreement ends; or
- (b) Ninety (90) days after the installation completion date for such additional equipment, whichever is longer.

4. **EXCLUSION FROM AGREEMENT.** Maintenance coverage does not extend to labor or material or replacements made necessary by cosmetic appearance, i.e., chipping, cracking, or discoloration, or by Customer carelessness, neglect, misuse, accident, unauthorized modification, repairs, adjustments, failure to maintain proper environment conditions, or failure to furnish electrical requirements for the equipment. In addition, maintenance coverage does not extend to labor or material replacements made necessary by fire, lightning, power fluctuations, floods, excessive moisture, or other acts of God. Warranty/maintenance coverage does not extend to any cabling or materials directly exposed to the forces of nature or otherwise located outside building or structures at the installation site. NSI shall not be responsible for failure to provide maintenance service to locations it deems hazardous to the health or safety of NSI representatives. The customer is responsible for installing virus protection and keeping this up to date.

5. **ENVIRONMENTAL REQUIREMENTS.** For maintenance coverage to apply, the Customer must maintain environmental conditions at the location of the common System as follows:

EFFECTIVE DATE: 10/1/16 - 9/30/19 CONTRACT #: _____

- (a) An operating temperature of between 40 and 90 F at all times (24 hours, 7 days each week);
- (b) A relative humidity at the above temperature of between 20 and 80 percent without condensation;
- (c) Power requirements: voltage 90 to 130 volts AC frequency-60 Hz. All power must be supplied from a dedicated circuit breaker. The Customer must supply power free of transient noise or fluctuation.
- (d) A minimal amount of smoke, dust, or other airborne particles.

Other environmental conditions may be prescribed by NSI as necessary, depending upon the type of System installed.

6. **MAJOR SYSTEM FAILURE.** NSI defines a major system failure of the equipment as the total failure of the attendant's position to operate, total blockage of either incoming or outgoing service and total blockage of station-to-station service.

7. **MINOR SYSTEM FAILURE.** NSI defines a minor system failure as anything other than a major system failure.

8. **ACCESS TO PREMISES.** The customer will provide NSI with full access to Premises of the Customer in connection with NSI's performance of its obligations under this agreement.

9. **TAX ASSESSMENT.** Applicable sales or use taxes shall be assessed as prescribed by law.

10. **DISCLAIMER.** Neither NSI, nor anyone who has been involved in the creation, production, marketing, delivery or installation of the system shall be liable for any direct, incidental, or consequential damages, including, but limited to, lost profits, benefits, or data resulting from the use of the system or arising out of any break of warranty or from the customer's inability to use the system, either separately or in combination with any other equipment or from any other causes. NSI's liability to customer is limited to the purchase price paid by customer for the system.

NSI makes no warranties, expressed or implied or merchantability, fitness for a particular purpose, performance, condition, capacity, or otherwise, except as herein expressly set out. NSI disclaims any warranty has been advised of such requirement or need. This Agreement contains the entire understanding that the parties accept, and any alterations or modification thereof must be in writing and signed by the parties hereto.

Nelson Systems, Inc.

430 W Jefferson, Springfield, IL 62702

BY: _____ DATE: _____
TELEPHONE: 800-851-3348 FAX: 217-793-1582

SECTION 11 - MISSOURI UNAUTHORIZED ALIENS LAW

As a condition precedent for the award of this Agreement and prior to performing any work or services under this Agreement, the Contractor, shall, pursuant to the applicable provisions of Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended (the “**Missouri Unauthorized Aliens Law**”), by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Agreement. The Contractor shall also affirm in said affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with this Agreement pursuant to the Missouri Unauthorized Aliens Law. A copy of an affidavit in a form acceptable to the City is attached hereto and incorporated herein as **Exhibit “A”** entitled “Affidavit”. Contractor’s failure to comply at all times with the Missouri Unauthorized Aliens Law or the provisions of this Agreement related to the Missouri Unauthorized Aliens Law may result in the termination of this Agreement by the City and/or the City seeking other remedies available to the City at law or in equity. In addition, the State of Missouri may impose penalties or remedies for violations of the Missouri Unauthorized Aliens Law as set forth therein. The Contractor shall promptly and timely deliver to the City a fully executed original of the Affidavit (see Exhibit “A”) including any required documentation in accordance with the Missouri Unauthorized Aliens Law prior to performing any work under this Agreement.

SECTION 12 - TERM

The term of this Agreement will be for twelve (12) months beginning on the Commencement Date specified below and ending on the Expiration Date specified below. The commencement and expiration dates will be as follows:

Commencement Date: October 1, 2016 Expiration Date: September 30, 2019

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals as set forth below:

NELSON SYSTEMS, INCORPORATED

ATTEST:

By: Kris Smith 3/31/16
Date

By: [Signature] 3/31/16
Date

THE CITY OF ST. LOUIS, MISSOURI, OWNER AND OPERATOR OF LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT:

The foregoing Agreement was approved on this 4 day of May, 2016, by authority of a resolution adopted by the Airport Commission at its meeting on August 4, 1993.

By: [Signature]
Director of Airports Date

The foregoing Agreement was approved by the Board of Estimate and Apportionment at its meeting on May 18, 2016.

By: [Signature] 5/18/16
Secretary Date
Board of Estimate & Apportionment

APPROVED AS TO FORM BY:

COUNTERSIGNED BY:

[Signature] 5.3.16
City Counselor Date

[Signature]
Comptroller Date

ATTESTED TO BY:

[Signature] JUN 08 2016
Register Date

COMPTROLLER'S OFFICE
DOCUMENT NUMBER 70073

Exhibit A

Missouri Unauthorized Alien Affidavit

Confidential
garvinm@stlouis-mo.gov
2020-01-15 17:53:13 +0000

STATE OF Illinois)
)SS.
COUNTY OF Sangamon)

AFFIDAVIT

Before me, the undersigned Notary Public, personally appeared Douglas C. Nelson (Name of Affiant) who, by me being duly sworn, deposed as follows:

My name is Douglas C. Nelson (Name of Affiant), I am of sound mind, capable of making this Affidavit, and personally acquainted with the facts herein stated:

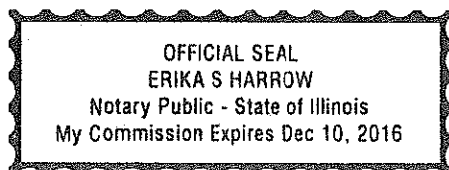
I am the CEO (Position/Title) of Nelson Systems, Inc. (Contractor).

I have the legal authority to make the following assertions:

1. Nelson Systems, Inc. (Contractor) is currently enrolled in and actively participates in a federal work authorization program with respect to the employees working in connection with City of St. Louis (the "Agreement"), as required pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended.
2. Pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended, Nelson Systems, Inc. (Contractor) does not knowingly employ any person who is an unauthorized alien in connection with this Agreement.


Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 31 day of March, 2016




Notary Public

My Commission Expires: 12.10.16