

9607-01

**CONTRACT  
BETWEEN  
THE CITY OF JACKSONVILLE  
AND  
A1 ASSETS INC.  
FOR  
E-WASTE PICKUP AND DISPOSAL**

**THIS CONTRACT** is executed as of this 11 day of Feb, 2015, by and between the CITY OF JACKSONVILLE, FLORIDA, a municipal corporation in Duval County, Florida (hereinafter the "Owner" or the "City"), and A1 ASSETS INC., a Florida profit corporation with principal office at 1100 Charles Street, Longwood, Florida 32750 (hereinafter the "Contractor").

**WITNESSETH**, that for the consideration and under the provisions hereinafter stated and referred to moving from each to the other of said parties respectively, it is mutually understood and agreed as follows:

1. That Contractor is the lowest and best responsible bidder for furnishing all labor, materials, and equipment and performing all operations necessary to document, collect, demanufacture, recycle, reuse, and/or dispose of End-of-Life Electronic Equipment ("EEE") generated by residents of Duval County (the "Project"), including but not limited to removing the accumulated EEE from the household hazardous waste collection centers located at 2675 Commonwealth Avenue and 1031 Superior Street at least once every 30 days during the duration of this Contract, and all other work as may be required to complete the Project in accordance with plans and specifications hereinafter referred to, and has been awarded this Contract for said work pursuant to award made December 15, 2014.

2. The Contractor will, at its own cost and expense, do the work required to be done and furnish the materials required to be furnished on said work in accordance with plans and specifications prepared by the Procurement Division of the City of Jacksonville, bid numbered SC-0300-15, bid date November 12, 2014, designated as "Bid Specifications for E-Waste Pickup and Disposal (Rebid)," and strictly in accordance with the advertisement calling for bids, plans,

specifications, blueprints, addenda, requirements of the City of Jacksonville, proposal of said Contractor, and award therefor (hereinafter collectively the "Contract Documents") now on file in the Office of the Chief of the Procurement Division of the City of Jacksonville, all of which are hereby specifically made a part hereof by reference to the same extent as if fully set out herein, in the annual expenditure amount of \$78,075.00, of which \$45,110.00 will be credited to the City for items to be paid by Contractor, for a total maximum indebtedness to the City not-to-exceed THIRTY-TWO THOUSAND NINE HUNDRED SIXTY-FIVE AND 00/100 DOLLARS (\$32,965.00).

3. On the faithful performance of this contract by the Contractor, the Owner will pay the Contractor in accordance with the terms and on the conditions stated in the Contract Documents.

4. This Agreement shall commence on December 15, 2014, and shall continue and remain in full force and effect thereafter until December 14, 2015, or earlier termination.

5. Notwithstanding any provision to the contrary in this Contract or in the Contract Documents, Owner has the absolute right to terminate this Contract without cause, for convenience, by giving Contractor thirty (30) days' advance written notice of the date of termination. Such notice shall be delivered by Certified United States Mail, return receipt requested, or by any other delivery method with evidence of receipt to Contractor's representative who signed this Contract at the address specified above.

6. This Contract and all amendments hereto may be executed in several counterparts, each of which shall be deemed to be an original, and all of such counterparts together shall constitute one and the same instrument.

**[Remainder of page intentionally left blank. Signature page follows immediately.]**

Cleveland Ferguson III  
Deputy Chief Administrative Officer  
For: Mayor Alvin Brown  
Under Authority of:  
Executive Order No. 2015-01

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract, in

duplicate, the day and year first above written.

ATTEST:

CITY OF JACKSONVILLE, FLORIDA

By James R. McCain, Jr.  
Corporation Secretary



By Alvin Brown, Mayor  
OWNER

In accordance with Section 24.103(e) of the Ordinance Code of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement, and that provision has been made for the payment of monies provided therein to be paid.

C. Ronald Belton  
Director of Finance

9607-01  
JRB

Form Approved:

James R. McCain, Jr.  
Office of General Counsel  
ATTEST:

parties hereto

WITNESS:

A1 ASSETS INC.

Luanne Warner  
Signature

David Leavitt  
Signature

Luanne Warner  
Type/Print Name

David Leavitt  
Type/Print Name

Clerk  
Title

CEO  
Title

CONTRACTOR



AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

AGENCY <b>McLean Insurance Group</b>		NAMED INSURED <b>A1 Assets Incorporated</b>	
POLICY NUMBER <b>FEIECC20340-00</b>		<b>1100 Charles Street</b>	
CARRIER <b>Admiral Insurance Company</b>		NAIC CODE	<b>Longwood FL 32750</b>
		EFFECTIVE DATE:	

#### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Pollution Liability:  
 \$1,000,000 Damages Limit for Each Occurrence, Claim or Pollution Condition  
 \$2,000,000 General Aggregate Limit  
 \$1,000,000 Claims Expense Limit for Each Claim  
 \$2,000,000 Claims Expense Aggregate Limit  
 Deductible: \$5,000 per pollution condition