1(007-01

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

THIS CONTRACT is executed as of this <u>II</u> day of <u>Feb</u>, 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.]

SIG

e on

-2-

Cleveland Ferguson III Deputy Chief Administrative Officer For: Mayor Alvin Brown Under Authority of:

IN WITNESS WHEREOF, the parties hereto have duly executive of the contract of

duplicate, the day and year first above written.

ATTEST: CITY OF JACKSONVILLE, FLORIDA mes By. By James R. McCain, Jr. Corporation Secretary **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-Crack Belton Director of Finance 9607-01

Form Approved: Office of General Counsel VEDEST:

matties by

WITNESS:

LAMME Wannen Signature

Uanne Warner Type/Print Name

A1 ASSETS INC.

Signature

David Leavitt

Type/Print Name

CEO

Title

CONTRACTOR

\\TDFLEPRD03\Common\GC\Gov't Operations\UMCain\Solid Waste\Contracts\A1.Assets.E-Waste.Disposal.012315.rtf

Local Marcolad

-3-

A REPORT OF STREET, ST



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/27/2015

										7/2015	
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED											
REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, contain policies may convice an orderneement. A statement on this continue to the section of the policy is the terms and conditions of the policy.											
the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).											
	DUCER MCLean Insurance Group	<u>o o nin</u>	5114(3	·····	CONTA NAME:	CT Peter He	ath				
	3070 W Lake Mary Blvd Ste	124			PHONE FAX (AUC, No): 407-324-5662 (AUC, No): 407-324-8268						
	Lake Mary, FL 32746-6092	,			E-Mail ADDRESS: heathp@mclean4insurance.com						
	Care mary, 1 C 02140-0002										
					INSURER(S) AFFORDING COVERAGE NAIC #						
INSU	RED A1 Assets incorporated			-	INSURER B : Associated Industries Insurance Company 23140						
	1100 Charles Street				INSURER C : Admiral Insurance Company 24856						
	Longwood, FL 32750				INSURER D: Travelers Casualty & Surety of America 19038						
	201194000, 12 32750										
<u></u>	/ERAGES CEF	TIEI	CAT	E NUMBER:	INSURE	<u>RF:</u>	·	REVISION NUMBER: 1			
	IS IS TO CERTIFY THAT THE POLICIES				VE BEE	N ISSUED TO			E POLI		
IN Ci E)	DICATED, NOTWITHSTANDING ANY R RTIFICATE MAY BE ISSUED OR MAY CLUSIONS AND CONDITIONS OF SUCH	equi Per Pol	reme l'ain, icies	INT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	OF AN ED BY	Y CONTRACT THE POLICIE REDUCED BY	OR OTHER I S DESCRIBEI PAID CLAIMS	DOCUMENT WITH RESPEC D HEREIN IS SUBJECT TO	т то и	WHICH THIS	
INSR	TYPE OF INSURANCE		SUBF WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
	COMMERCIAL GENERAL LIABILITY	$ \mathbf{V} $	ĮΖ	3DT5173			04/27/2015	EACH OCCURRENCE	s 1,00	0,000	
Α	CLAIMS-MADE 🗸 OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	s 100,	000	
			[s 5,00	0	
		ŀ			'			PERSONAL & ADV INJURY	s 1,00	0,000	
	GENL AGGREGATE LIMIT APPLIES PER								s 2,00		
				1	/			PRODUCTS - COMP/OP AGG	s 1,00	0,000	
	OTHER			2				· · ·	\$		
	AUTOMOBILE LIABILITY			4				COMBINED SINGLE LIMIT (Ea accident)	s		
	ANY AUTO								\$		
	ALL OWNED SCHEDULED AUTOS							·	S		
	AUTOS AUTOS NON-OWNED AUTOS						•		s s		
	UMBRELLA LIAB OCCUR	Ϊ <u>Γ</u>	1				-	EACH OCCURRENCE			
		<u> </u>							5		
		1							:		
B	WORKERS COMPENSATION	ł	\checkmark	AWC1032184	[05/01/2014	05/01/2015	STATUTE OTH			
									s 500,0	000	
	ANY PROPRIETOR/PARTNER/EXECUTIVE	NIA						EL DISEASE - EA EMPLOYEE	-		
	If yes, describe under DESCRIPTION OF OPERATIONS below	!			,			EL DISEASE - POLICY LIMIT	\$ 500.0	000	
С	Pollution Liability	Ĩ	Í	FEIECC20340-00		09/23/2014	09/23/2015	See Attachment for details			
D	Professional Liability	Z		106215863	•	12/16/2014	12/16/2015	Each Claim / Aggregate \$250,000			
DESC	RIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (ACORI	: 0 101, Additional Remarks Schedu	ile, may b	e attached if mor	n space is requir	red)	·· · · ·		
	of Jacksonville is named as Addition										
,											
	•										
•											
					•						
CE	TIFICATE HOLDER				CANO						
						ALLA HVN		*			
•	of Jacksonville				SHC	ULD ANY OF	THE ABOVE D	ESCRIBED POLICIES BE CA	NCELL	ED BEFORE	
	curement Division			· · · ·				EREOF, NOTICE WILL BI	E DEL	VERED IN	
	N. Hogan Street Room 105				ACC	URDANCE WI		A .	~		
Jac	ksonville FL 32202			AUTHO	AUTHORIZED REPRESENTATIVE/ 11 MMAT						
						Thekel IT IIL.					
							, ,	ng ja pu	-		
	· · · · · · · · · · · · · · · · · · ·				L	© 10	88-2014 AC	ORE CORPORATION. A	[] riabl	s reserved	
AC	ORD 25 (2014/01)	т	he A	CORD name and logo ar	e renie						
				ms Boss Web software, www.Fon	-						

FEIECC20340-00

01/27/2015

AGENCY GUSTOMER ID:

<u>ен.</u>

LOC #:

_	
ACOl	RD

i

T

ADDITIONAL REMARKS SCHEDULE

Page <u>2</u> of <u>2</u>

AGENCY		NAMED INSURED										
McLean Insurance Group	A1 Assets Incorporated											
POLICY NUMBER FEIECC20340-00	1100 Charles Street Longwood FL 32750											
CARRIER Admiral Insurance Company	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												
:												
· · ·												
ACORD 101 (2008/01)		© 2008 ACORD CORPORATION. All rights reserved.										

The ACORD name and logo are registered marks of ACORD Produced using Forms Boss Web software. www.FormsBoss.com; © Impressive Publishing 800-208-1977