

**SUMTER COUNTY BOARD OF COMMISSIONERS  
EXECUTIVE SUMMARY**

**SUBJECT:** Purchase Order Approval (Staff recommends approval).

**REQUESTED ACTION:** Approve Purchase Orders

Work Session (Report Only)    **DATE OF MEETING:** 8/24/2010  
 Regular Meeting                       Special Meeting

**CONTRACT:**  N/A    Vendor/Entity: \_\_\_\_\_  
Effective Date: \_\_\_\_\_                                      Termination Date: \_\_\_\_\_  
Managing Division / Dept: Budget & Purchasing

**BUDGET IMPACT:** \_\_\_\_\_  
 Annual                      **FUNDING SOURCE:** \_\_\_\_\_  
 Capital                      **EXPENDITURE ACCOUNT:** \_\_\_\_\_  
 N/A

**HISTORY/FACTS/ISSUES:**

PO Number	PO Amount	Vendor Name	PO Description
53874	\$96,108.98	Steven Counts, Inc.	C-466 Buena Vista Boulevard Turn Lane Construction
53879	\$3,267,801.24	The Villages	C-466A Phase II Development Construction
53925	\$41,075.00	Genesis Door and Hardware, Inc.	Doors and hardware for the Security Vestibule
53958	\$37,012.00	Ace Relocation Systems, Inc.	Moving Services for various Sumter County Offices to The Villages Sumter County Service Center

**PURCHASE ORDER**

PLEASE FURNISH MERCHANDISE BELOW FOR THE ACCOUNT OF

53874

**BOARD OF SUMTER COUNTY COMMISSIONERS**

910 N. MAIN STREET, ROOM #201

TELEPHONE 352-793-0200

**BUSHNELL, FLORIDA 33513-9402**

**TO**

DATE 8/2/10  
 DEPT. Road and Bridge  
 BY [Signature]

Steven Counts, Inc.  
 16611 SE 58th Ave.  
 Summerfield, FL 34491

FUND	ACCOUNT NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
103-340-541-6565	<i>P</i>	1	C-466 Buena Vista Blvd. Turn Lane Construction	\$96,108.98	\$96,108.98
<b>TERMS:</b>				<b>TOTAL</b>	

**BOARD OF SUMTER COUNTY COMMISSIONERS \$96,108.98**

**DELIVER TO:** \_\_\_\_\_

**AUTHORIZED BY:** \_\_\_\_\_

**NOTE: ONLY ORIGINAL INVOICES  
WILL BE CONSIDERED FOR PAYMENT**

**DISTRIBUTION:**

- BLUE COPY - TO BOARD OF COUNTY COMMISSIONERS
- WHITE COPY - TO VENDOR
- CANARY COPY - TO DEPARTMENT HEAD
- GREEN COPY - TO BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY THAT THE ABOVE GOODS WERE RECEIVED AND THAT THEY WERE OF THE QUANTITY AND QUALITY ORDERED AND PAYMENT FOR SAME IS HEREBY APPROVED.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
 OFFICER OR DEPT. HEAD  
 1. MAIL INVOICE TO BOARD OF COUNTY COMMISSIONERS  
 2. PLEASE SHOW OUR PURCHASE ORDER NUMBER ON ALL INVOICES  
 3. EACH SHIPMENT MUST BE COVERED BY A SEPARATE INVOICE  
 4. THE COUNTY OF SUMTER IS EXEMPT FROM STATE SALES AND USE TAX AND FEDERAL EXCISE TAXES. STATE SALES AND USE TAX CERTIFICATE NUMBER 85-8012622366C-3.

**SUMTER COUNTY BOARD OF COMMISSIONERS  
EXECUTIVE SUMMARY**

**SUBJECT:** Award and enter into contract with Steven Counts, Inc. for ITB 160-0-2010/AT C-466 Buena Vista Blvd. Turn Lane (Staff recommends approval).

**REQUESTED ACTION:** Award and enter into contract with Steven Counts, Inc.

Work Session (Report Only)    **DATE OF MEETING:** 7/27/2010  
 Regular Meeting                       Special Meeting

**CONTRACT:**  N/A    Vendor/Entity: Steven Counts, Inc.  
Effective Date: 7/27/2010    Termination Date: 9/10/2010  
Managing Division / Dept: Public Works

**BUDGET IMPACT:**                      \$96,108.98  
 Annual                      **FUNDING SOURCE:**                      County Tran Trust Fund  
 Capital                      **EXPENDITURE ACCOUNT:**                      103-340-541-6565 Buena Vista Blvd C-466  
 N/A

**HISTORY/FACTS/ISSUES:**

ITB 160-0-2010/AT C-466 Buena Vista Blvd Turn Lane was broadcast on June 4, 2010. Bids were due on July 6, 2010 at 10:00am and were opened at 10:05am in Room 142 located at the Government Offices, 910 North Main Street, Bushnell, FL 33513.

Four (4) bids were received listed from lowest to highest in price: Steven Counts, Inc. \$96,108.98; DAB Constructors, Inc. \$96,666.66; Boykin Construction, Inc. \$110,517.20; CW Roberts Contracting, Inc. \$123,587.95.

The Selection Review Committee was held on July 12, 2010 at 10:00am in Room 142 to discuss and review the bids. The Selection Committee agreed that Steven Counts, Inc. had the lowest bid and submitted all required paperwork. There was one mathematical error in the amount of \$1.99, but the award amount for contract purposes would remain \$96,108.98.

This project has a forty-five (45) calendar day duration. The Final Completion date is set for September 10, 2010.

Attached are legal ad information, pre-bid meeting minutes, bid opening meeting minutes, selection committee meeting minutes, the bid packet for Steven Counts, Inc. the contract, the Notice of Award, the Notice to Proceed and the Payment and Performance Bond information.

**APPROVED**

July 27, 2010

The Villages  
**DAILY SUN**

Published Daily  
 Lady Lake, Florida  
 State of Florida  
 County Of Lake

Before the undersigned authority personally appeared  
Carolyn J. Mildora, who on oath  
 says that she is Legal Ad Coordinator of the DAILY SUN,  
 a daily newspaper published at Lady Lake in Lake  
 County, Florida with circulation in Lake, Sumter and  
 Marion Counties; that the attached copy of  
 advertisement, being a Legal Ad # 237363  
 in the matter of Notice

in the \_\_\_\_\_ court, was published in said  
 newspaper in the issues of June 4, 2010  
June 11, 2010

Affiant further says that the said Daily Sun is a  
 newspaper published at Lady Lake in said Lake  
 County, Florida, and that the said newspaper has  
 heretofore been continuously published in said Lake  
 County, Florida, each week and has been entered as  
 second class mail matter at the post office in Lady  
 Lake, in said Lake County, Florida, for a period of one  
 year next preceding the first publication of the attached  
 copy of advertisements; and affiant further says that he  
 has neither paid nor promised any person, firm or  
 corporation any discount, rebate, commission or refund  
 for the purpose of securing this advertisement for  
 publication in the said newspaper.

Carolyn J. Mildora  
 (Signature Of Affiant)

Sworn to and subscribed before me this 24  
 day of June, 2010.

Robin Louise Baldeschwieler  
 (Name of Notary typed, printed or stamped)

Personally Known X or  
 Production Identification \_\_\_\_\_  
 Type of Identification Produced \_\_\_\_\_

Attach Notice Here

**NOTICE IS HEREBY GIVEN**  
 that the Sumter County Board of  
 County Commissioners hereby  
 seeks competitive bids for C-466  
 Buena Vista Boulevard Turn  
 Lane. All bids submitted must be  
 in a sealed envelope marked  
 "Sealed Bid for C-466 Buena  
 Vista Boulevard Turn Lane  
 ITB/180-0-2010/AT" and must  
 be received by the Budget &  
 Purchasing Department at the  
 County Commissioners Office,  
 910 North Main Street, Room  
 201 or Room 220, Bushnell, FL  
 33513 prior to 10:00 a.m. on  
 July 6, 2010. Bids will be  
 opened in the Sumter County  
 Offices, Room 142, at 10:05  
 a.m. on July 6, 2010. The bids  
 will be reviewed by staff for com-  
 pleteness with a Selection Re-  
 view Committee Meeting on July  
 12, 2010 at 10:00 a.m. at the  
 Sumter County Offices, Room  
 142. Bids will be presented to  
 the County Commission for  
 award during the County Com-  
 mission Meeting on July 27,  
 2010.

Any bids not received and  
 clocked in by Budget & Purchas-  
 ing Department prior to said time  
 will not be opened or consid-  
 ered.

All bidders must be licensed  
 contractors capable of perform-  
 ing the scope of work necessary  
 to satisfactorily complete the  
 project.

All bidders must be prequalified  
 with the Board of Sumter County  
 Commissioners or the Florida  
 Department of Transportation  
 (FDOT) prior to bidding. Contact  
 the Budget & Purchasing De-  
 partment for more information at  
 352-569-6067.

Plans and specifications will be  
 available on Demand Star.

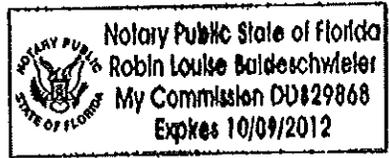
The last day for questions will be  
 July 1, 2010 at 5:00pm. All  
 questions must be submitted in  
 writing to Mrs. Amanda Taylor  
 via fax at 352-793-0207 or email  
 at [Amanda.taylor@sumtercountylvl.gov](mailto:Amanda.taylor@sumtercountylvl.gov). Questions will not be  
 answered in person or over the  
 telephone.

There will be a mandatory  
 pre-bid meeting for this project  
 at Sumter County Public Works  
 Offices at 11:00 am on June 18,  
 2010.

DATED this 4th Day of June,  
 2010

SUMTER COUNTY BOARD OF  
 COUNTY COMMISSIONERS

#237363 June 4, 2010  
 June 11, 2010



SECTION 00500 - AGREEMENT

THIS AGREEMENT, made this 27<sup>th</sup> day of July, 2010 by and between the Sumter County Board of County Commissioners, hereinafter called the "OWNER", and STEVEN COMATE, LLC doing business as a corporation, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

ARTICLE 1. The CONTRACTOR will commence and complete the construction of Local Resurfacing Contract Number 1 Locations.

ARTICLE 2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.

ARTICLE 3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within seven (7) calendar days after the date of the NOTICE TO PROCEED and will complete the same within thirty (30) consecutive calendar days from the date of the Notice to Proceed, with an additional fifteen (15) consecutive calendar days to achieve Final Completion. The CONTRACTOR further agrees to pay as liquidated damages the sum of five hundred dollars (\$500.00) per consecutive calendar day beyond the date of completion.

ARTICLE 4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of NINETY - SIX THOUSAND ONE HUNDRED EIGHT and 98 /100 DOLLARS (\$ 96,108.98 )

ARTICLE 5. The term "CONTRACT DOCUMENTS" means and includes the following:

- Certification Page
- List of Drawings
- Invitation to Bid
- Instructions to Bidder
- Bid Form
- Public Entity Crimes Statement
- Drug Free Workplace Form
- Agreement
- Application for Payment
- Certificate of Substantial Completion
- Performance and Payment Bond
- Minimum Insurance Requirements
- Standard General Conditions of the Construction Contract, EJCDC C-700 (2007 Edition)
- Supplemental Conditions
- Special Provisions
- Notice of Intent to Award
- Notice to Proceed
- Contract Change Order
- Contract Field Order
- Material and Equipment
- Contract Closeout

DRAWINGS: As prepared by Kimley-Horn and Associates, Inc. (See Section 00004 - List of Drawings)

ARTICLE 6. The OWNER will pay to the CONTRACTOR, in the manner and at such times as set forth in the General Conditions, such amounts as required by the CONTRACT DOCUMENTS less a 10% retainage or payable upon final inspection. All payments by the OWNER shall be made in lawful monies of the United States to: Sumter County Board of County Commissioners

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS. To induce OWNER to enter into this Agreement CONTRACTOR makes the following representation.

- 7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in Article 5) and the other related data identified in the Bidding Documents including "technical data".
- 7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- 7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions. CONTRACTOR accepts the determination set forth in paragraph SC-4.02 of the Supplementary Conditions of the extent of "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of Work or which related to any aspect of the means, methods, techniques; sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- 7.5 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.
- 7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

7.8 Conflicts within the contract documents shall be brought to the attention of the ENGINEER and resolution shall be at the discretion of and at no cost to the OWNER.

**ARTICLE 8.** This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in four (4) copies, each of which shall be deemed an original on the date first written above.

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS



By: \_\_\_\_\_

Name: Doug Gilpin  
(Please Print or Type)

Title: Chairman

ATTEST:  
Melissa Elliott

Name: Melissa Elliott  
(Please Print or Type)

Title: Deputy Clerk



CONTRACTOR:

By: \_\_\_\_\_

Name: Steven C Counts  
(Please Print or Type)

Title: President

Stephen M. Jacquay

Name: Stephen M. Jacquay  
(Please Print or Type)

Title: Asst. Secretary

END OF SECTION

**PURCHASE ORDER**

PLEASE FURNISH MERCHANDISE BELOW FOR THE ACCOUNT OF

**BOARD OF SUMTER COUNTY COMMISSIONERS**

53879

910 N. MAIN STREET, ROOM #201

TELEPHONE 352-793-0200

**BUSHNELL, FLORIDA 33513-9402**

**TO**

The Villages  
340 Heald Way, Suite 212  
The Villages, FL 32163

DATE 8/13/10  
DEPT. Road and Bridge  
BY [Signature]

FUND	ACCOUNT NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
153-342-541-6520		1	C-466A Phase II Development Construction	\$3,267,801.24	\$3,267,801.24
<b>TERMS:</b>				<b>TOTAL</b>	<b>\$3,267,801.24</b>

**BOARD OF SUMTER COUNTY COMMISSIONERS**

DELIVER TO: \_\_\_\_\_

AUTHORIZED BY: \_\_\_\_\_

**NOTE: ONLY ORIGINAL INVOICES  
WILL BE CONSIDERED FOR PAYMENT**

THIS IS TO CERTIFY THAT THE ABOVE GOODS WERE RECEIVED AND THAT THEY WERE OF THE QUANTITY AND QUALITY ORDERED AND PAYMENT FOR SAME IS HEREBY APPROVED.

**DISTRIBUTION:**

- BLUE COPY - TO BOARD OF COUNTY COMMISSIONERS
- WHITE COPY - TO VENDOR
- CANARY COPY - TO DEPARTMENT HEAD
- GREEN COPY - TO BOARD OF COUNTY COMMISSIONERS

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

- 1. MAIL INVOICE TO BOARD OF COUNTY COMMISSIONERS
- 2. PLEASE SHOW OUR PURCHASE ORDER NUMBER ON ALL INVOICES
- 3. EACH SHIPMENT MUST BE COVERED BY A SEPARATE INVOICE
- 4. THE COUNTY OF SUMTER IS EXEMPT FROM STATE SALES AND USE TAX AND FEDERAL EXCISE TAXES. STATE SALES AND USE TAX CERTIFICATE NUMBER 85-8012622366C-3.

**SCHEDULE OF UNIT PRICES**  
**COUNTY ROAD 466A PHASE 2**  
THE VILLAGES OF LAKE-SUMTER, INC

**SUMMARY**

TOTAL - DRAINAGE CR 466A PHASE 2	<u>\$622,243.20</u>
TOTAL - CR 466A PHASE 2 - ROADS	<u>\$2,776,776.25</u>
TOTAL - SLEEVING / CONDUIT	<u>\$64,866.00</u>
<b>SUBTOTAL</b>	<u><b>\$3,463,884.45</b></u>
CONSTRUCTION STAKING	<u>\$65,000.00</u>
GEOTECHNICAL TESTING	<u>\$55,000.00</u>
MAINTENANCE OF TRAFFIC	<u>\$250,000.00</u>
<b>TOTAL</b>	<u><b>\$3,833,884.45</b></u>

OWNER:

THE VILLAGES OF LAKE-SUMTER, INC.

By:   
Tom McDonough

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY

By:   
Name: Ike Rainey  
Title: President

# **SPECIFICATIONS AND CONTRACT DOCUMENTS**

**THIS PROJECT GENERALLY INVOLVES THE CONSTRUCTION OF ROADWAY IMPROVEMENTS TO COUNTY ROAD 466A PHASE 2, INCLUDING, BUT NOT LIMITED TO, EARTH MOVING, ROADWAY GRADING, ROADWAY SLEEVING, ASPHALT ROADWAY SYSTEM, SIGNAGE, SIGNALIZATION, MAINTENANCE OF TRAFFIC, CURB, LIME ROCK, STABILIZE SUBGRADE, ASPHALT SURFACE ROADWAY SYSTEM, RELATED DRAINAGE IMPROVEMENTS, CONSTRUCTION STAKING & MATERIAL TESTING**

## **COUNTY ROAD 466A PHASE 2**

**THE VILLAGES OF LAKE-SUMTER, INC.  
McDonough Development Services**

340 Heald Way, Suite 212  
The Villages, FL 32163  
(352) 753-6219 Phone (352) 753-6786 Fax

**DECEMBER 2009**

# CONSTRUCTION AGREEMENT

THIS AGREEMENT is dated as of the 21st day of December in the year 2009 by and between THE VILLAGES OF LAKE-SUMTER, INC. (hereinafter called OWNER) and RAINEY CONSTRUCTION COMPANY (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

## Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The Project generally involves the construction of roadway improvements on County Road 466A Phase 2 including, but not limited to, earth moving, roadway grading, roadway sleeving, asphalt roadway system, signage, signalization, maintenance of traffic, curb, lime rock, stabilize subgrade, asphalt surface roadway system, related drainage improvements, construction staking and material testing.

## Article 2. ENGINEER.

Engineer: Farner, Barley & Associates                      McDonough Development Service  
4450 NE 83rd Road                      AND                      340 Heald Way, Suite 212  
Wildwood, FL 34785                      The Villages, Florida 32163

ENGINEER is to act, together with such other persons or firms as authorized by the OWNER, as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. OWNER authorizes the OWNER's Engineer, or such other persons or firms as authorized by the OWNER, to execute on behalf of OWNER, Change Orders and / or Work Directives changing the Scope of the Work, the Total Price, the Schedule of Values or similar contractual provisions.

## Article 3. CONTRACT TIMES.

3.1 For each Project Segment, the Work will be Substantially Completed, Finally Completed and ready for final payment in accordance with Article 10 of the Supplementary General Conditions on or before the following dates:

<u>PROJECT SEGMENT</u>	<u>SUBSTANTIAL COMPLETION</u>	<u>FINAL COMPLETION</u>
County Road 466A Phase 2	August 1 <sup>st</sup> , 2010	September 1 <sup>st</sup> , 2010

- 3.2 *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work for each Project Segment is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 11, Time of Completion, of the Supplementary General Conditions. They also recognize the delays, expense and difficulties involved in determining the actual loss suffered by the OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER One Hundred dollars (\$100.00) for each Project Segment for each day that expires after the time specified in paragraph 3.1 for Substantial Completion of that Project Segment until the Work is Substantially Complete. After Substantial Completion, if the CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER One Hundred and 00/100 dollars (\$100.00) for each Project Segment for each day that expires after the time specified in paragraph 3.1 for completion of that Project Segment and readiness for final payment.

#### **Article 4. CONTRACT PRICE.**

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount equivalent to the Unit Price breakdown set forth in the attached Exhibit multiplied by the percentage of units completed.

#### **Article 5. PAYMENT PROCEDURES.**

CONTRACTOR shall submit Applications for Payment in accordance with Article 9 of the Supplementary General Conditions. Applications for Payment will be processed by ENGINEER as provided in the Supplementary General Conditions.

- 5.1 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the last week of each month during construction as provided in paragraphs 5.1.1 and 5.1.2. below. All such payments will be measured by the Schedule of Unit Prices based on the number of units completed.

- 5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

100 % of Work completed. 50% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to

OWNER as provided in Article 9 of the Supplementary General Conditions).

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 100% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

5.2 Final Payment. Upon Final Completion and acceptance of the Work in accordance with Article 10 of the Supplementary General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by the ENGINEER as provided in said Article 10.

#### **Article 6. INTEREST.**

All money not paid when due as provided in Article 9 or 10 of the Supplementary General Conditions shall bear interest at the rate of ten percent (10%) per annum.

#### **Article 7. CONTRACTOR'S REPRESENTATIONS.**

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the bidding Documents including "technical data."
- 7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- 7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the General Conditions as provided in Paragraph 4.02 of the General Conditions. CONTRACTOR accepts the determination of the extent of the "technical data" contained in such reports and drawing upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully

studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

- 7.5 CONTRACTOR is aware of the general nature of the Work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.
- 7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examination, investigations, explorations, tests, studies and data with the Contract Documents.
- 7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient of indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

#### **Article 8. CONTRACT DOCUMENTS.**

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1 Change Orders, Work Orders and/or Work Directives, as issued after the Effective Date of the Agreement.
- 8.2 This Agreement (pages 1 to 6, inclusive) together with all attachments thereto.
- 8.3 Drawings bearing the following general title: County Road 466A Phase 2
- 8.4 The Villages Construction & Development Manual (2007 Edition), including (all the latest updates as of this contract date):
  - 8.4.1 Supplementary General Conditions
  - 8.4.2 Standard General Conditions of the Construction Contract prepared by Engineers Joint Contract Documents Committee.
  - 8.4.3 Construction Details.

#### 8.4.4 Construction Specifications.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents shall be read together, however, in the event of a conflict between Contract Documents cannot be resolved, the order of the Contract Documents set forth above shall control with Article 8.1 given the greatest priority and Article 8.5 the least priority (and similarly Article 8.4.1 shall be given the greatest priority of Article 8.4 documents and 8.4.4 shall be given the least priority of Article 8.4 documents.)

#### Article 9. Notices.

As to Owner:

The Villages of Lake-Sumter, Inc.  
Attn: Tommy McDonough  
340 Heald Way, Suite 212  
The Villages, FL 32163

As to Contractor:

Rainey Construction Company  
Attn: Matt Bass  
4477 East County Road 462  
Wildwood, FL 34785

#### Article 10. Miscellaneous.

10.1 Terms not otherwise defined herein shall have the meaning ascribed to them in the General Conditions.

10.2 Assignment by CONTRACTOR. No assignment by CONTRACTOR of any rights in the Contract Documents will be binding on OWNER without the written consent of OWNER; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, will not release or discharge the CONTRACTOR from any duty or responsibility under the Contract Documents.

Assignment by OWNER. OWNER shall be permitted to assign this agreement. In the event Village Community Development District No.8 ("District") provides notice to CONTRACTOR that District will be taking over the Work, CONTRACTOR shall recognize District as the assignee of this agreement unless OWNER provides written notice to CONTRACTOR directing otherwise within seven (7) days of the notice from District contemplated herein.

10.3 OWNER and CONTRACTOR each binds itself, its partner, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations

contained in the Contract Documents.

- 10.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER or their behalf.

This Agreement will be effective on December 21st, 2009 (which is the Effective Date of the Agreement).

OWNER:

**THE VILLAGE OF LAKE-SUMTER, INC.**

By: Tommy McDonough  
Tommy McDonough, V.P. of Development

CONTRACTOR:

**RAINEY CONSTRUCTION COMPANY**

By: Ike Rainey  
Ike Rainey, President

**SCHEDULE OF UNIT PRICES**  
**COUNTY ROAD 466A PHASE 2**  
 THE VILLAGES OF LAKE-SUMTER, INC

**DRAINAGE**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Type E Inlet	9	EA	\$ 1,605.00	\$14,445.00
2	Type 6 Modified Inlet w/ P Bottom (Villages)	42	EA	\$ 2,950.00	\$123,900.00
3	Type 6 Modified Inlet w/ J Bottom (Villages)	6	EA	\$ 4,215.00	\$25,290.00
4	Type 6M Top	4	EA	\$ 1,890.00	\$7,560.00
5	Storm Manhole w/ P Bottom	0	EA		\$0.00
6	Storm Manhole w/ J Bottom	4	EA	\$ 3,265.00	\$13,060.00
7	18" CMP	15	LF	\$ 42.50	\$637.50
8	14" X 23" S.D.	43	LF	\$ 36.00	\$1,548.00
9	18" S.D. (HDPE)	4,735	LF	\$ 19.95	\$94,463.25
10	18" RCP	580	LF	\$ 27.50	\$15,950.00
11	24" S.D. (HDPE)	1,144	LF	\$ 27.85	\$31,860.40
12	24" RCP	38	LF	\$ 37.55	\$1,426.90
13	30" S.D. (HDPE)	645	LF	\$ 40.05	\$25,832.25
14	36" S.D. (HDPE)	106	LF	\$ 44.15	\$4,679.90
15	42" S.D. (HDPE)	1,843	LF	\$ 52.00	\$95,836.00
16	15" Concrete Mitered End Section	0	LF		\$0.00
17	18" Concrete Mitered End Section	24	LF	\$ 895.00	\$21,240.00
18	24" Concrete Mitered End Section	2	EA	\$ 1,010.00	\$2,020.00
19	Sod ROW	55,725	SY	\$ 2.00	\$111,450.00
20	Sod Median	14,372	SY	\$ 2.00	\$28,744.00
21	Remove Plug and Connect to Existing Pipe	0	EA		\$0.00
22	Remove Existing J Box	1	EA	\$ 750.00	\$750.00
23	Convert Type C to Storm Manhole	1	EA	\$ 640.00	\$640.00
24	Remove Existing 36" S.D.	8	LF	\$ 20.00	\$160.00
25	Connect to Existing Manhole #D-53-3	1	EA	\$ 750.00	\$750.00
				<b>TOTAL</b>	<b>\$622,243.20</b>

**SCHEDULE OF UNIT PRICES**  
**COUNTY ROAD 466A PHASE 2**  
 THE VILLAGES OF LAKE-SUMTER, INC  
**ROADS**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Rough Grading	1	L.S.	102,815.00	\$102,815.00
2	Silt Fence	17,530	LF	1.00	\$17,530.00
3	Clearing and Grubbing	1	L.S.	36,950.00	\$36,950.00
4	Demo Drives	1	L.S.	4,500.00	\$4,500.00
5	1" Type FC-9.5 Asphalt	66,632	SY	5.50	\$311,476.00
6	3" Type SP Asphalt	66,632	SY	13.10	\$741,879.20
7	Prime Coat	66,632	SY	0.45	\$25,484.40
8	10" Limerock Base	66,632	SY	9.75	\$652,162.00
9	12" Stabilized Subgrade	65,044	SY	2.00	\$130,088.00
10	2' Drop Curb	1,028	LF	8.05	\$8,275.40
11	Type F curb	16,686	LF	8.70	\$145,168.20
11	Type E curb	16,446	LF	8.70	\$143,080.20
11	Type D Curb	138	LF	9.10	\$1,255.80
14	Valley Gutter	272	LF	15.00	\$4,080.00
15	Spillout Curb	32	LF	15.00	\$480.00
16	Mill & Overlay w/ 1" FC-9.5 Asphalt	547	SY	7.70	\$4,211.90
17	Tack Coat	547	SY	0.35	\$191.45
18	6' Wide - 4" Thick Sidewalk	1,645	SY	26.00	\$42,770.00
19	Handicap Ramps	8	EA	730.00	\$5,840.00
20	6" Thick Concrete Driveways	1,623	SY	36.50	\$59,239.50
21	Sign #3	2	EA	250.00	\$500.00
22	Sign #30	1	EA	250.00	\$250.00
23	R2-1 24" x 30" (includes galvanized "U" channel post)	2	EA	250.00	\$500.00
24	R4-7 24" x 30" (includes galvanized "U" channel post)	12	EA	250.00	\$3,000.00
25	R5-1 30" x 30" (includes galvanized "U" channel post)	2	EA	250.00	\$500.00
26	R9-2R 30" x 30" (includes galvanized "U" channel post)	1	EA	250.00	\$250.00
27	W6-1 30" x 30" (includes galvanized "U" channel post)	2	EA	250.00	\$500.00
28	W6-2 30" x 30" (includes galvanized "U" channel post)	2	EA	250.00	\$500.00
29	W6-3 30" x 30" (includes galvanized "U" channel post)	2	EA	250.00	\$500.00
30	M1-6 24" with M2-1 21"x16" (includes galvanized "U" channel post)	1	EA	250.00	\$250.00
31	M1-6 24" with M3-2 24"x12" (includes galvanized "U" channel post)	1	EA	250.00	\$250.00
32	M1-6 24" with M6-4 21"x16" (includes galvanized "U" channel post)	1	EA	250.00	\$250.00
33	Concrete F.D.O.T. temporary barrier	1,104	LF	30.00	\$33,120.00
34	Pavement Marker (retro-reflective, white/red)	196	EA	4.00	\$784.00
35	Pavement Marker (retro-reflective, yellow/yellow)	170	EA	4.00	\$680.00
36	6" Solid Traffic Stripe, White (thermo)	24,304	LF	1.35	\$32,810.40
37	12" Solid Traffic Stripe, White (thermo)	220	LF	3.50	\$770.00
38	24" Solid Traffic Stripe, White (thermo)	194	LF	8.50	\$1,648.00
39	6" Skip Traffic Stripe (6' - 10'), Yellow (thermo)	411	EA	1.35	\$554.85
40	6" Skip Traffic Stripe (10' - 30'), White (thermo)	16,262	LF	1.35	\$21,953.70
41	6" Solid Traffic Stripe, Yellow (thermo)	20,550	LF	1.35	\$27,742.50
42	18" Solid Traffic Stripe, Yellow (thermo)	569	LF	3.75	\$2,133.75
43	Pavement Message "Merge" White (thermo)	2	EA	175.00	\$350.00
44	Directional Arrows, White (thermo)	40	EA	85.00	\$3,400.00
45	Relocate Sign	4	EA	150.00	\$600.00
46	Traffic Signalization	1	LS	288,000.00	\$288,000.00
47	Finish Grade	70,000	SY	0.25	\$17,500.00
				<b>TOTAL</b>	<b>\$2,776,775.25</b>

Sign pricing above does not include decorative signs.

**SLEEVING / CONDUIT**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	2" SECO Single Phase Conduit	728	LF	\$3.25	\$2,366.00
2	SECO (3) 4" Conduit Bank	5,200	LF	\$6.00	\$31,200.00
3	SECO Vault	4	EA	\$5,200.00	\$20,800.00
4	Relocate Existing Vault (SECO)	1	EA	\$2,000.00	\$2,000.00
5	Villages Fiber	2,125	LF	\$4.00	\$8,500.00
				<b>TOTAL</b>	<b>\$64,866.00</b>

ACCOUNT

Acct No: 153-342-541-6520      CONST IN PROG-C-466A PHASE II  
Fiscal Yr: 2010      Acct Type: X      Normal Bal: DB

MONTHLY INFORMATION

MONTH	ACTUALS	ENCUMBRANCE	BUDGET	BGT ADJ	STATS
OCT	.00	5,550.00	0	9,037,800.00	.00
NOV	2,716.80	5,550.00-	0	.00	.00
DEC	.00	.00	0	.00	.00
JAN	.00	.00	0	.00	.00
FEB	700.63	23,049.37	0	23,750.00	.00
MAR	1,187.50	1,187.50-	0	.00	.00
APR	1,187.50	1,187.50-	0	.00	.00
MAY	1,187.50	1,187.50-	0	.00	.00
JUN	1,187.50	1,187.50-	0	.00	.00
JUL	4,000.00	4,000.00-	0	.00	.00
AUG	.00	.00	0	.00	.00
SEP	.00	.00	0	.00	.00

TOTALS

CURRENT MO: 8	YEAR-TO-DATE	FISCAL YEAR
RE-ENC AMOUNT:		
BUDGET AMOUNT:	.00	.00
BUDGET ADJUST:	9,061,550.00	9,061,550.00
REVISED BUDGET:	9,061,550.00	9,061,550.00
TOTAL EXPENSES:	12,167.43	12,167.43
OUTSTAND ENCUMB:	14,299.37	14,299.37
PRE-ENCUMBRANCE:		
AVAIL BUDGET:	9,035,083.20	9,035,083.20
STATISTICS:	.00	.00

**PURCHASE ORDER**

PLEASE FURNISH MERCHANDISE BELOW FOR THE ACCOUNT OF

**BOARD OF SUMTER COUNTY COMMISSIONERS**

910 N. MAIN STREET, ROOM #201

TELEPHONE 352-793-0200

53925 

**TO**

**BUSHNELL, FLORIDA 33513-9402**

August 10, 2010

DATE \_\_\_\_\_

Genesis Door and Hardware, Inc.  
1220 SE Veitch St  
Gainesville FL 32601

DEPT. Facilities Development

BY 

FUND	ACCOUNT NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
305	100-519-6246	1	Doors and Hardware  Owner Direct Purchase for The Security Vestibule See attached supporting document: ODP Request from Greg Construction  Copy to Greg Construction	41,075.00	41,075.00
				<b>TOTAL</b>	41,075.00

B+P Rcvd 8/12/10

**TERMS:**

**BOARD OF SUMTER COUNTY COMMISSIONERS**

DELIVER TO: \_\_\_\_\_

AUTHORIZED BY: 

**NOTE: ONLY ORIGINAL INVOICES  
WILL BE CONSIDERED FOR PAYMENT**

THIS IS TO CERTIFY THAT THE ABOVE GOODS WERE RECEIVED AND THAT THEY WERE OF THE QUANTITY AND QUALITY ORDERED AND PAYMENT FOR SAME IS HEREBY APPROVED.

DISTRIBUTION:

- BLUE COPY - TO BOARD OF COUNTY COMMISSIONERS
- WHITE COPY - TO VENDOR
- CANARY COPY - TO DEPARTMENT HEAD
- GREEN COPY - TO BOARD OF COUNTY COMMISSIONERS

- BY: \_\_\_\_\_ DATE: \_\_\_\_\_
- OFFICER OR DEPT. HEAD
1. MAIL INVOICE TO BOARD OF COUNTY COMMISSIONERS
  2. PLEASE SHOW OUR PURCHASE ORDER NUMBER ON ALL INVOICES
  3. EACH SHIPMENT MUST BE COVERED BY A SEPARATE INVOICE
  4. THE COUNTY OF SUMTER IS EXEMPT FROM STATE SALES AND USE TAX AND FEDERAL EXCISE TAXES. STATE SALES AND USE TAX CERTIFICATE NUMBER 85-8012622366C-3.

**PURCHASE REQUEST**

<p><b>Sumter County Board of County Commissioners</b>  <b>910 N. Main Street</b>  <b>Bushnell, FL 33513</b></p> <p><b>PROJECT:</b> Sumter Co. Security Vestibule Entrance                  Bushnell, FL</p> <p><b>DATE:</b> <u>7/20/2010</u></p>	<p><b>Greg Construction Co.</b>                  9030 W Ft Island Trail, Suite 8A                  Crystal River, FL 34429                  352-794-4140                  352-794-4144 FAX</p> <p><b>SUPPLIER:</b>                  Genesis Door &amp; Hardware, Inc</p>
--	--

<b>SUPPLIER/VENDOR INFORMATION:</b>	<b>INVOICE TO</b>
<p><b>Name:</b> Genesis Door and Hardware, Inc.  <b>Address:</b> 1220 S.E. Veitch Street                  Gainesville, FL 32601</p> <p><b>CONTACT:</b> Bill Cushman  <b>PHONE:</b> 352-377-6550  <b>FAX:</b> 352-375-3113  <b>EIN:</b></p>	Sumter County BOCC

QTY	ITEM DESCRIPTION	AMOUNT
1	Lot Doors and Hardware, includes: fire rated door openings, per ASI2R1 changes (CO #3) revised hardware schedule dated 5/12/2010 (CO #3) additional mullions required for complete installation (CO #4)	\$41,075.00
		\$0.00

<b>PO #:</b> _____	<b>TOTAL PURCHASE PRICE</b>	\$41,075.00
<b>PO DATE:</b> _____	(without tax)	
	<b>ANTICIPATED TAX SAVINGS</b>	\$2,669.88
	<b>TOTAL INCLUDING TAX</b>	\$43,744.88

**PURCHASE ORDER**

PLEASE FURNISH MERCHANDISE BELOW FOR THE ACCOUNT OF

**BOARD OF SUMTER COUNTY COMMISSIONERS**

910 N. MAIN STREET, ROOM #201

TELEPHONE 352-793-0200

53958 

**BUSHNELL, FLORIDA 33513-9402**

**TO**

Ace Relocation Systems, Inc.  
 2507 Investors Row, Suite 400  
 Orlando, FL 32837

**DATE** August 18, 2010  
 **DEPT.** Facility Maintenance  
 **BY** 

FUND	ACCOUNT NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
001	100-519-3400		Moving Services for various Sumter County Offices to The Villages Sumter County Service Center		
			Phase I Office Move	8,560.00	8,560.00
			Phase 2 Office Move	28,608.00	28,608.00
			Remove Note 2: Cost to disassemble, move & re-assemble (5) workstations - Library Services	-2,656.00	-2,656.00
			Add allowance for additional items that are to be moved (If Ace Relocations, Inc. doesn't move these items, this allowance will be removed or can be reduced).	2,500.00	2,500.00
			<i>Funds will be available after completion of Budget Transfer.</i>		
			<b>TERMS:</b>	<b>TOTAL</b>	<b>37,012.00</b>

**BOARD OF SUMTER COUNTY COMMISSIONERS** 37,012.00

**DELIVER TO:** \_\_\_\_\_

**AUTHORIZED BY:** \_\_\_\_\_

**NOTE: ONLY ORIGINAL INVOICES WILL BE CONSIDERED FOR PAYMENT**

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**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

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PART 4  
BID DOCUMENTS

INVITATION TO BID COVER PAGE

<b>Name of Firm, Entity or Organization:</b> <i>Ace Relocation Systems, Inc.</i>	
<b>Federal Employer Identification Number (FEIN):</b> <i>91-0652945</i>	
<b>State of Florida License Number (if Applicable):</b> <i>IM 358</i>	
<b>Name of Contact Person:</b> <i>Bob Bishop</i>	
<b>Title:</b> <i>Commercial Relocation Consultant</i>	
<b>E-Mail Address:</b> <i>bbishop@acerelocation.com</i>	
<b>Mailing Address:</b> <i>2507 Investor's Row, Suite 400</i>	
<b>Street Address (if different):</b>	
<b>City, State, Zip:</b> <i>Orlando, FL 32837</i>	
<b>Telephone:</b> <i>407-855-9922</i> <b>Fax:</b> <i>407-855-6010</i>	
<b>Organizational Structure – Please Check One:</b>	
Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other <input type="checkbox"/>	
<b>If Corporation:</b>	
<b>Date of Incorporation:</b> <i>10/7/1955</i> <b>State of Incorporation:</b> <i>Washington</i>	
<b>States Registered in as Foreign Corporation:</b>	
<b>Authorized Signature:</b>	
<b>Print Name:</b> <i>William R. McArdle</i>	
<b>Signature:</b> <i>W McArdle</i>	
<b>Title:</b> <i>SR VP, CFO, SECRETARY</i>	
<b>Phone:</b> <i>858-410-2407</i>	
<b>This document must be completed and returned with your Submittal.</b>	

**UNANIMOUS CONSENT OF SHAREHOLDERS AND DIRECTORS**

**OF**

**ACE RELOCATION SYSTEMS, INC.**

We, the undersigned Shareholders and Directors, being the Shareholders and Directors of Ace Relocation Systems, Inc., in lieu of a special meeting and pursuant to Revised Code of Washington 23B.07.040 and 23B.08.210, do hereby consent to adopt, and we hereby adopt, the following resolutions:

**RESOLVED**, that the Directors of the Corporation elect the following individuals to hold the offices set forth opposite his or her name below and to serve until his or her successors are duly elected and qualified at the annual meeting of Shareholders and Directors:

<b>President and CEO</b>	<b>Lawrence R. Lammers</b>
<b>Executive Vice President</b>	<b>Daniel J. Lammers</b>
<b>Senior Vice President</b>	<b>William R. McArdle</b>
<b>Senior Vice President</b>	<b>Richard J. Clarke</b>
<b>Secretary</b>	<b>William R. McArdle</b>
<b>Treasurer</b>	<b>William R. McArdle</b>

**RESOLVED**, that the Directors approve and ratify the change of the corporation's accounting firm to Matranga & Riley, an Accounting Corporation

**RESOLVED**, that the Directors approve and ratify the change of the corporation's health insurance provider to Blue Shield of California, PPO Program with HRA.

We duly execute and sign this Consent in lieu of holding, conducting and attending a Shareholders' and Directors' special meeting.

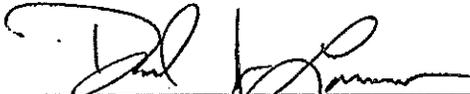
We further authorize and direct the Directors and Officers of the Corporation to take all action necessary and proper to effect the proposed corporate actions. We hereby state that this Consent shall have the same force and effect as the affirmative vote of said Shareholders and Directors at a Shareholders' and Directors' special meeting.

THIS CONSENT may be executed in counterparts.

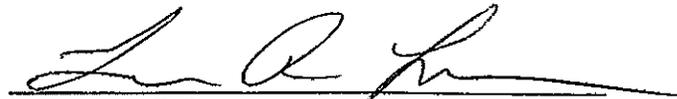
DATED EFFECTIVE this 5<sup>th</sup> day of January, 2010.

**SHAREHOLDERS**

  
\_\_\_\_\_  
Lawrence R. Lammers

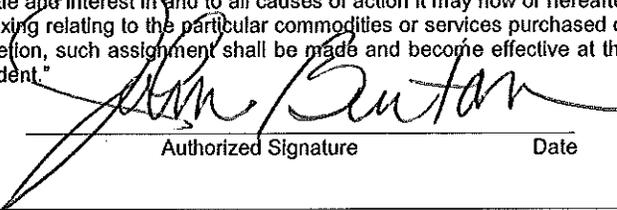
  
\_\_\_\_\_  
Daniel J. Lammers as Trustee of the Elizabeth and  
Daniel J. Lammers Family Trust dated February, 2001

**DIRECTORS**

  
\_\_\_\_\_  
Lawrence R. Lammers

  
\_\_\_\_\_  
Daniel J. Lammers

## BIDDER'S CERTIFICATION

Submit To: Sumter County Board of County Commissioners  910 North Main Street Bushnell, Florida, 33513 Phone 352-793-0200 Fax 352-793.0207	SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS  INVITATION TO BID (ITB) CERTIFICATION  AND ADDENDA ACKNOWLEDGMENT	
<b>DUE DATE: August 16, 2010</b>	<b>DUE TIME: 10:00am</b>	<b>ITB # 171-0-2010/AT</b>
<b>TITLE: Sumter County Moving Services for Various County Offices to The Villages Sumter County Service Center</b>		
Ace Relocation Systems, Inc.	407-855-9922	
2507 Investors Row Suite 400 Orlando, FL 32837	407-856-6010	
CITY/STATE/ZIP:	bbishop@acerelocation.com	
<p>"I, the undersigned, certify that I have reviewed the addenda listed below (list all addenda received to date). I understand that timely commencement will be considered in award of this RFP and that cancellation of award will be considered if commencement time is not met, and that untimely commencement may be cause for assessment of liquidated damages claims. I further certify that the services will meet or exceed the RFP requirements. I, the undersigned, declare that I have carefully examined the RFP, specifications, terms and conditions as applicable for this Request, and that I am thoroughly familiar with all provisions and the quality and type of coverage and services specified. I further declare that I have not divulged, discussed, or compared this RFP with any other Offeror and have not colluded with any Offerors or parties to an RFP whatsoever for any fraudulent purpose."</p>		
ITB 171 Q&A _____ Addendum #      Addendum #      Addendum #      Addendum #      Addendum #		
<p>"I certify that this quote is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an RFP for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of the RFP, including but not limited to certification requirements. In conducting offers with an agency for Sumter County Board of County Commissioners (BOCC), respondent agrees that if this bid is accepted, the respondent will convey, sell, assign, or transfer to the Sumter County BOCC all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States for price fixing relating to the particular commodities or services purchased or acquired by the COUNTY. At the Sumter County BOCC discretion, such assignment shall be made and become effective at the time the purchasing agency renders final payment to the respondent."</p>		
John Burton, Senior Vice President Authorized Agent Name, Title (Print)	 Authorized Signature	_____ Date
<b><i>This form must be completed and returned with your Submittal</i></b>		

STATEMENT OF TERMS AND CONDITIONS

PUBLIC ENTITY CRIME: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid/Bid on a contract to provide any goods or services to a public entity...

INDEMNIFICATION: The Contractor agrees to indemnify and hold harmless Board of Sumter County Commissioners, and their elected officials, employees and volunteers from and against all claims, losses and expenses, including legal costs, arising out of or resulting from, the performance of this contract...

PROHIBITION OF LOBBYING: During the black out period which is, the period between the time the submittals for Invitation to Bid or the Request for Bid, or Qualifications, or information, as applicable, are received at Contracts / Purchasing and the time the Board awards the contract, no proposer, no lobbyist, principal, or other person may lobby, on behalf of a competing party in a particular procurement matter...

ANTI TRUST LAWS: By submission of a signed RFP or BID, the successful Vendor acknowledges compliance with all antitrust laws of the United States and the State of Florida, in order to protect the public from restraint of trade, which illegally increases prices.

CONFLICT OF INTEREST: The award of the contract hereunder is subject to the provisions of Chapter 112 of the Florida Statutes. Vendors shall disclose the name of any Officer, Director, Partner, Associate, or Agent who is also an Officer, Appointee, or Employee of any of the Boards at the time of the RFP or BID...

INTERPRETATION, CLARIFICATIONS AND ADDENDA: No oral interpretations will be made to any vendor as to the meaning of the RFP/BID Contract Documents. Any inquiry or request for interpretation received by the Budget & Purchasing Manager before the date listed herein will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be distributed to all after the Pre-Bid/Pre-Bid Conference, mailed or sent by available or electronic means to all attending prospective Submitters prior to the established RFP/BID opening date.

GOVERNING LAWS AND REGULATIONS: The vendor is required to be familiar with and shall be responsible for complying with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the work.

PROPRIETARY/CONFIDENTIAL INFORMATION: Vendors are hereby notified that all information submitted as part of, or in support of RFP's/BID's, will be available for public inspection ten days after opening of the RFP's/BID's or until a short list is recommended whichever comes first, in compliance with Chapter 119, and 287 of the Florida Statutes. Any person wishing to view the RFP's/BID's must make an appointment by calling the Budget & Purchasing Manager at (352) 793-0200.

TAXES: The Board of Sumter County Commissioners is exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request.

NON-COLLUSION DECLARATION: By signing this RFP/BID, all Vendors shall affirm that they shall not collude, conspire, connive or agree, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Bid in connection with the work for which their RFP/BID has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the RFP/BID or of any other Bidder, or to fix any overhead, profit, or cost elements of the RFP/BID price or the RFP/BID price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Bidder, or any person interested in the proposed work.

PROPOSER RESPONSIBILITY: Invitation by the Boards to vendors is based on the recipient's specific request and application to DemandStar by Onvia at www.DemandStar.com ((800) 711-1712) or as the result of response by the public to the legal advertisements required by State law. Firms or individuals submit their responses on a voluntary basis, and therefore are not entitled to compensation of any kind.

OWNERSHIP OF SUBMITTALS: All responses, inquiries or correspondence relating to or in reference to this RFP/BID, and all other reports, charts, displays, schedules, exhibits and other documentation submitted by the vendors will become the property of the Board. Reference to literature submitted with a previous RFP/BID will not relieve the Bidder from including any required documents with this RFP/BID.

EXAMINATION OF BID DOCUMENTS: Each Bidder shall carefully examine the RFP/BID Document to ensure all pages have been received, all drawings and/or Specifications and other applicable documents are included, and shall inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the Contract. Ignorance on the part of the CONTRACTOR will in no way relieve him of the obligations and responsibilities assumed under the Contract.

VENDOR RESPONSIBILITY: Vendors are fully and completely responsible for the labeling, identification and delivery of their submittals. The Budget & Purchasing Manager will not be responsible for any mislabeled or misdirected submissions, nor those handled by delivery persons, couriers, or the US Postal Service.

DRUG FREE WORKPLACE: All Proposers/Bidders shall submit the enclosed, duly signed and notarized form entitled "Drug Free Workplace Certificate". The Drug Free Workplace Vendor shall have the burden of demonstrating that his program complies with Section 287.087 of the Florida Statutes, and any other applicable state law.

BOARD OF SUMTER COUNTY COMMISSIONERS, are political subdivisions of the State of Florida, and reserve the right to reject any and/or all submittals, reserve the right to waive any informalities or irregularities in the examination process, and reserve the right to award contracts and/or in the best interest of the Boards. Submittals not meeting stated minimum terms and qualifications may be rejected by the Boards as non-responsive. The Boards reserve the right to reject any or all submittals without cause. The Boards reserves the right to reject the submission of any Vendor in arrears or in default upon any debt or contract to the Boards, or who has failed to perform faithfully any previous contract with the Boards or with other governmental agencies.

PUBLIC RECORDS LAW: Correspondence, materials and documents received pursuant to this RFP/BID become public records subject to the provisions of Chapter 119, Florida Statutes.

VERIFICATION OF TIME: Nextel time is hereby established as the Official Time of the Boards.

PREPARATION OF BIDS/BIDS:

Signature of the Bidder: The Bidder must sign the RFP/BID FORMS in the space provided for the signature. If the Proposer/Bidder is an individual, the words "doing business as \_\_\_\_\_" must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the firm name and the words, "Member of the Firm" should be written beneath such signature. If the Proposer/Bidder is a corporation, the title of the officer signing the RFP/BID on behalf of the corporation must be stated and evidence of his authority to sign the RFP/BID must be submitted. The Proposer/Bidder shall state in the RFP/BID FORMS the name and address of each person interested therein.

Basis for Bidding: The price proposed for each item shall be on a lump sum or unit price basis according to specifications on the RFP/BID FORM. The proposed prices shall remain unchanged for the duration of the Contract and no claims for cost escalation during the progress of the work will be considered, unless otherwise provided herein. Total Proposed Price/Total Contract Sum Proposed: If applicable, the total price bid for the work shall be the aggregate of the lump sum prices proposed and/or unit prices multiplied by the appropriate estimated quantities for the individual items and shall be stated in figures in the appropriate place on the RFP/BID FORM. In the event that there is a discrepancy on the RFP/BID FORM due to unit price extensions or additions, the corrected extensions and additions shall be used to determine the project bid amount.

TABULATION: Those wishing to receive an official tabulation of the results of this RFP/BID are to submit a self-addressed, stamped business size (No. 10) envelope, prominently marked on the front lower left side, with the RFP identification. Tabulation requested by telephone, fax or electronic media will not be accepted.

OBLIGATION OF WINNING BIDDER: The contents of the RFP/BID of the successful proposer/bidder will become contractual obligations if acquisition action ensues. Failure of the successful Proposer/Bidder to accept these obligations in a contract may result in cancellation of the award and such vendor may be removed from future participation.

AWARD OF BID: It is the Boards' intent to select a vendor within sixty (60) calendar days of the deadline for receipt of Bids/Bids. However, Bids/Bids must be firm and valid for award for at least ninety (90) calendar days after the deadline for receipt of the RFP/BID.

ADDITIONAL REQUIREMENTS: The firms shall furnish such additional information as the Boards may reasonably require. This includes information which indicates financial resources as well as ability to provide the services. The Boards reserve the right to make investigations of the qualifications of the firm as it deems appropriate.

PREPARATION COSTS: The Boards shall not be obligated or be liable for any costs incurred by Proposers/Bidders prior to issuance of a contract. All costs to prepare and submit a response to this RFP/BID shall be borne by the Proposer/Bidder.

TIMELINESS: All work will commence upon authorization from the Boards' representative (Budget & Purchasing Manager). All work will proceed in a timely manner without delays. The Contractor shall commence the work UPON RECEIPT OF NOTICE TO PROCEED and/or ORDER PLACED (PURCHASE ORDER PRESENTED), and shall deliver in accordance to the terms and conditions outlined and agreed upon herein.

DELIVERY: All prices shall be FOB Destination, Sumter County, Florida, inside delivery unless otherwise specified.

ADDITIONAL SERVICES/PURCHASES BY OTHER PUBLIC AGENCIES ("PIGGY-BACK"):

The Vendor by submitting a Bid acknowledges that other Public Agencies may seek to "Piggy-Back" under the same terms and conditions, during the effective period of any resulting contract - services and/or purchases being offered in this Bid, for the same prices and/or terms proposed. Vendor has the option to agree or disagree to allow contract Piggy-Backs on a case-by-case basis. Before a Public Agency is allowed to Piggy-Back any contract, the Agency must first obtain the vendor's approval - without the vendor's approval, the seeking Agency cannot Piggy-Back.

PLANS, FORMS & SPECIFICATIONS: Bid Packages are available from the Budget & Purchasing Manager. These packages are available for pickup or by mail. If requested to mail, the Proposer/Bidder must supply a courier account number (UPS, FedEx, etc). Proposers/Bidders are required to use the official RFP/BID FORMS, and all attachments itemized herein, are to be submitted as a single document. Any variation from the minimum specifications must be clearly stated on the RFP/BID FORM and/or Exceptions/Deviations Sheet(s). Only one set of plans, forms, and specifications will be furnished each company or corporation interested in submitting a bid/bid. RFP/BID FORM documents for this project are free of charge and are available on-line and are downloadable (vendor must pay any DemandStar fees or any shipping).

MANUFACTURER'S NAME AND APPROVED EQUIVALENTS: Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition unless otherwise indicated. The Proposer/Bidder may offer any brand for which he is an authorized representative, which meets or exceeds the RFP/BID specification for any item(s). If RFP's/BID's are based on equivalent products, indicate on the RFP/BID FORM the manufacturer's product name and literature, and/or complete specifications. Reference to literature submitted with a previous RFP/BID will not satisfy this provision. The Proposer/Bidder shall explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. RFP's/BID's which do not comply with these requirements are subject to rejection. RFP's/BID's lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the RFP/BID FORM. The Budget & Purchasing Manager is to be notified, in writing, of any proposed changes in materials used, manufacturing process, or construction. However, changes shall not be binding upon the Boards unless evidenced by a Change Notice issued and signed by the Budget & Purchasing Manager, or designated representative.

QUANTITIES: The quantities as specified in this RFP/BID are estimates only and are not to be construed as guaranteed minimums.

SAMPLES: Samples of items, when called for, shall be furnished free of expense, and if not destroyed may, upon request, be returned at the Proposer's/Bidder's expense. Each sample shall be labeled with the Proposer's/Bidder's name, manufacturer brand name and number, RFP/BID number and item reference. Samples of successful Proposer's/Bidder's items may remain on file for the term of the contract. Request for return of samples shall be accompanied by instructions which include shipping authorization and must be received at time of opening. Samples not returned may be disposed of by the Boards within a reasonable time as deemed appropriate.

DOCUMENT RE-CREATION: Vendor may choose to re-create any document(s) required for this solicitation, but must do so at his own risk. All required information in the original Board format must be included in any re-created document. Submittals may be deemed non-responsive if required information is not included in any re-created document.

ACKNOWLEDGED:

[Handwritten signature]

(Signature and Date)

This document must be completed and returned with your Submittal

## STATEMENT OF CONTRACTOR'S EXPERIENCE AND PERSONNEL

(Contractor may also provide any supplemental company or personnel information that will assist the Selection Committee in evaluating your bid).

CONTRACTOR: Ace Relocation Systems, Inc. \_\_\_\_\_

DATE: August 12, 2010 \_\_\_\_\_

1. How many years has your organization been in business as a moving contractor under your present business name? 42

2. List all previous business names of your organization: Ace Worldwide

3. How many years experience in moving contracting? 42

Prime Contractor Ace Relocation Systems, Inc.

4. List all officers and directors of your organization:

NAME	POSITION/TITLE
Larry Lammars	CEO
Dan Lammars	COO
William McCardle	CFO
Richard Clark	Senior Vice President

5. Have you ever failed to complete any work awarded to you in the last 3 years?  
 Yes \_\_\_\_\_ No  If yes, where and why?

### EXPERIENCE

1. Describe any experience of the principal individuals (Foremen, Superintendents, etc.) who are responsible for the actual general contracting work of your organization?

Tom Westwood		PM/General Manager	
Name		Position	
Moving	31	31	
Type of Work	Yrs. Experience	Yrs. With Firm	
Arthur			
Arthur S. Hichro		Sup/Slaes	
Name		Position	
Moving	28	3	
Type of Work	Yrs. Experience	Yrs. With Firm	

Tom Laffin		Sup/ Dispatch
Name		Position
Moving	30	10
Type of Work	Yrs. Experience	Yrs. With Firm

Terry Stanley		Sup/Office Mgr
Name		Position
Moving	23	10
Type of Work	Yrs. Experience	Yrs. With Firm

Bob Farrell		Sup/ Warehouse Mgr
Name		Position
Moving	43	6
Type of Work	Yrs. Experience	Yrs. With Firm

2. List/describe five (5) moving contracts that you currently have.

Tampa General Hospital	Tampa, FL
Project	Location
3 yr on -going	\$300,000-\$1,000,000
Date	Contract Amount
Kelly Glass 813-844-7583 Manager Contact Name and Phone Number	

Employbridge	Nationwide
Project	Location
1 year on going	\$10,000+
Date	Contract Amount
Raymond mata 214-296-6727 Contact Name and Phone Number	

Hilton	Orlando, FL
Project	Location
1 year on -going	\$25,000+
Date	Contract Amount
Anna James 321-354-8940 Contact Name and Phone Number	

Swan & Dolphin Project		Orlando, FL Location
<u>10</u> year on-going Date		\$25,000+ Contract Amount
<u>Sinaca Lingard</u> Contact Name and Phone Number	407-934-4135	

Patrick AFB Project		Coco, FL Location
10 year on-going Date		\$100,000+ Contract Amount
Chery; Filpini Contact Name and Phone Number	321-494-5517	

CONTRACTOR'S AFFIDAVIT

State of Florida  
County of Orange

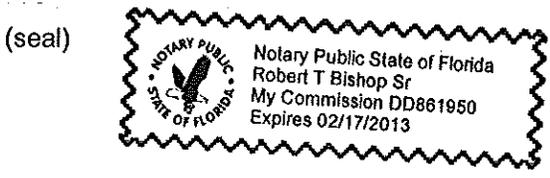
Before me personally appeared John Burton who is *(title)* Senior Vice President of *(the company described herein)* Ace Relocation Systems, Inc., being duly sworn, deposes and say that the foregoing statements are a true and accurate statement of the position of said organization as of the date thereof, and, that the statements and answers to the foregoing experience questionnaire are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive, or fraudulent statements of this application constitutes fraud; and, agrees to furnish any pertinent information requested by The Sumter County Board of County Commissioner deemed necessary to verify the statements made in this application or regarding the ability, standing and general reputation of the applicant.

Personally Known \_\_\_\_\_ or Produced Identification Records on file

Sworn to and subscribed before me this 12<sup>th</sup> day of August, 2010

Robert T. Bishop Sr.  
NOTARY PUBLIC - STATE OF FLORIDA  
(Signature of Notary Public)

Robert T. Bishop Sr.  
(Print Name of Notary Public)

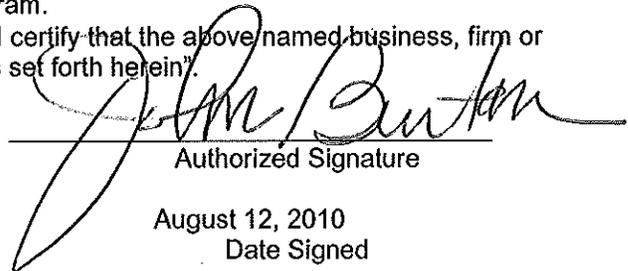


DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that,

Ace Relocation Systems, Inc.  
(print or type name of firm)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under proposal or bid, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under proposal or bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea or guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (\*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.
- "As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

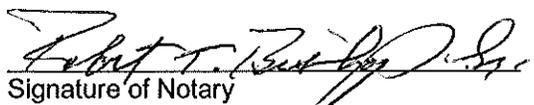
  
 \_\_\_\_\_  
 Authorized Signature  
 August 12, 2010  
 Date Signed

State of: Florida

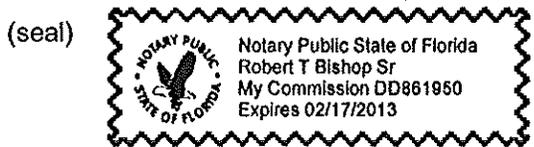
County of: Orange

Sworn to and subscribed before me this 12<sup>th</sup> day of August, 2010

Personally known \_\_\_\_\_ or Produced Identification Nevada Drivers License  
(Specify Type of Identification)

  
 Signature of Notary

My Commission Expires 2/17/2013



# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/23/2008

PRODUCER  
Locker Insurance  
18 Roosevelt Street, Suite 202  
Carlsbad CA 92008

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED  
Ace Relocation Systems, Inc.  
5608 Eastgate Drive  
San Diego CA 92121

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Arch Ins Co	11150
INSURER B: Interstate Fire & Casualty Co	22829
INSURER C: Firemans Fund	
INSURER D:	
INSURER E:	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADOT	TYPE OF DAMAGE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
C	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	MZG80884974	2/1/2008	2/1/2009	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS-COMP/OP AGG \$2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS  GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	ZACAT9041800	9/1/2007	9/1/2008	COMBINED SINGLE LIMIT (EA ACCIDENT) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$5,000	UM01607453	1/1/2008	2/1/2009	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICIA MEMBER EXCLUDED If yes, describe under SPECIAL PROVISIONS below	ZAWCI9095700	9/1/2007	9/1/2008	<input checked="" type="checkbox"/> VIC STAY-TORY LIMITS <input type="checkbox"/> OTH-ER EL EACH ACCIDENT \$1,000,000 EL DISEASE - EA EMPLOYEE \$1,000,000 EL DISEASE - POLICY LIMIT \$1,000,000
C		OTHER CARGO/WAREHOUSE LEGAL LIABILITY	MZG80884974	2/1/2008	2/1/2009	SEE ADDENDUM

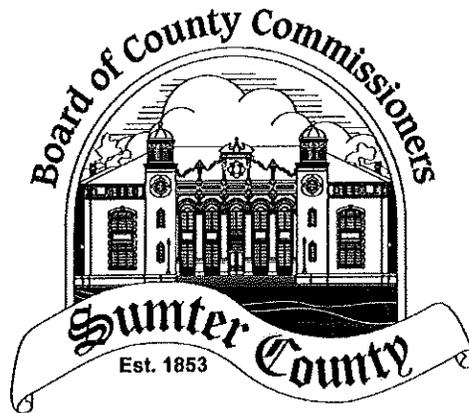
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 CERTIFICATE HOLDER IS AN ADDITIONAL INSURED WITH RESPECT TO THE DESIGNATED GENERAL LIABILITY AND AUTO LIABILITY POLICIES FOR BODILY INJURY AND PROPERTY DAMAGE RESULTING FROM THE NEGLIGENT ACTS OF THE NAMED INSURED WHILE PERFORMING MOVES FOR THE CERTIFICATE HOLDER DURING POLICY PERIOD DESIGNATED ABOVE. \*EXCEPT 10 DAYS FOR NON-PAYMENT OF PREMIUM. Please list Marcus & Millerchap as additional insured.

CERTIFICATE HOLDER  
  
**EXAMPLE**

CANCELLATION  
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL \*30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
 AUTHORIZED REPRESENTATIVE  
*Colin...*



Project Proposal Prepared for:



**ITB # 171-0-2010/AT**



Prepared by:  
Bob Bishop  
Art Huchro  
Corporate Relocation Consultant  
Ace Relocation Systems, Inc.



August 13, 2010

Ms. Amanda Taylor  
Budget & Purchasing Coordinator  
Board of Sumter County Commissioners  
Budget & Purchasing Department  
910 N. Main Street  
Bushnell, Florida 33513

Dear Ms. Taylor,

We appreciate your time and courtesy and giving consideration of our proposal. Ace Relocation and I look forward to working with you and Sumter County during your upcoming relocations.

Estimated price is not our main objective, but rather to provide honest and exceptional value for your relocation. Our goal is to provide the right move plan, and to avail ourselves to any opportunity, during the course of the move, to assist with unforeseen issues.. To follow are points of differentiation from our competitors:

- All Ace Relocation employees have been background checked and are enrolled in a random drug program. All employees will have identification tags
- Production personnel average 12 years experience in office and industrial relocation
- Modern state of the art equipment dedicated to commercial and office moving
- Installation of building protection at both origin and destination.

We greatly appreciate the opportunity and your expression of interest in Ace Relocation Systems, Inc. You have our promise to deliver quality service and professionalism during this project. It would be a privilege to include you in our list of satisfied customers.

Thanks Again!

Bob Bishop  
Art Huchro  
Corporate Relocation Consultant  
Ace Relocation Systems, Inc.  
P: 407-855-9922  
F: 407-855-6010  
bbishop@acerelocation.com



**Pricing and Methodology**

Pre-move services, at no cost, include number/color coding of office space, pre-move seminar, move labels and instruction sheets. Move includes disassembly and assembly of furniture as needed, placement at destination per customers plan and instructions. All large pictures and plants will be pad wrapped and placed in rolling bins. Crates will be provided for customer to pack furniture contents, files, supplies and small items if needed. Estimated cost does not include packing of crates.

**Assumptions:**

- Customer will pack and label all items to be moved.
- Ace will have exclusive use of the elevator.
- The cubicles in Library Administration will be moved prior to the main move.
- The Mobile Shelving in Planning and Zoning will be moved prior to the main move.
- The Public Library and Supervisors of Election are not included in this proposal.
- Customer will have personnel available during the move to address questions.

**PHASE 1 MATERIALS:**

150-Plastic Moving Crates@ \$3.50 each/per wk:.....	.\$ 525.00
150-Plastic Moving Crates adjustment	\$ (525.00)
65 Employee Personal Moving Boxes	\$ Waived
Advanced material delivery/pick up:.....	\$ Waived
Moving labels and instruction sheets.....	\$ Waived

**PHASE 1 OFFICE MOVE:**

**208 Man hours, 9 truckloads**

**TOTAL MOVE COST: \$8,560.00**

Estimated % of Phase 1 effort:

- County Administration 27%
- Budget & Purchasing 21%
- Human Resources 17%
- Risk Management 22%
- Commissioners Office 13%

**PHASE 2 OFFICE MOVE:**

**480 Man hours, 21 truckloads  
(includes Notes 1 & 2)**

**TOTAL MOVE COST: \$28,608.00**

Estimated % of Phase 2 effort: (excludes cost of cubicle and mobile shelving relocation)

- Planning & Zoning/GIS (Note 1) 11%
- Building Department 5%
- Fire Services 14%
- Community Services Admin 10%
- Veterans Services 7%
- Library Admin (Note 2) 28%
- Tax Collector 15%
- Building Department Annex 10%

Note 1: Cost to disassemble, move & re-assemble mobile shelving \$4,750.00

Note 2: Cost to disassemble, move & re-assemble (5) workstations \$2,656.00

**PHASE 2 MATERIALS:**

250-Plastic Moving Crates@ \$3.50 each/per wk:..... .\$ 875.00  
250-Plastic Moving Crates adjustment \$ (875.00)  
Advanced material delivery/pick up:.....\$ Waived  
Moving labels and instruction sheets.....\$ Waived

**TOTAL PROJECT COST:.....\$37,168.00**



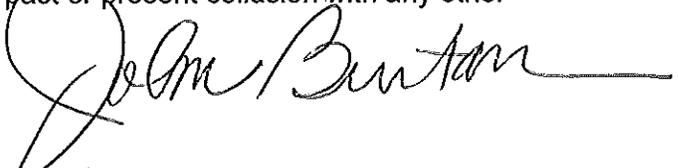
**AFFIDAVIT OF NON-COLLUSION**

STATE OF FLORIDA

COUNTY OF Orange

Ace Relocation Systems, Inc.\*, being first duly sworn, deposes and says that he (it) is the bidder in the above bid, for the "Moving Services for Various County Offices to The Villages Sumter County Service Center" that the only person or persons interested in said bid are named therein that no officer, employee or agent of Sumter County or of any other bidder is interested in said bid; and that affiant makes the above bid with no past or present collusion with any other person, firm or corporation.

Affiant: John Burton Title: Senior Vice President

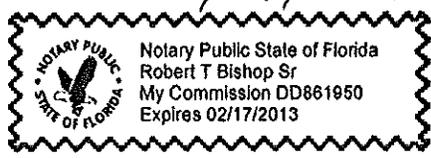


Sworn and subscribed to before me this 12<sup>th</sup> day of August 2010 in the State of Florida, County of Orange.

Attest: Robert T. Bishop Sr.  
Notary Public

My Commission Expires: 2/17/2013

(Notary Seal)



\*NOTICE: State name of Bidder followed by name of authorized individual (and title) who is signing as Affiant. If Bidder is an individual, state name of Bidder only

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to Sumter County Board of County Commissioners

By: John Burton, Senior Vice President\_  
{print individual's name and title}

For Ace Relocation Systems, Inc  
{print name of entity submitting sworn statement}

whose business address is 2507 Investor's Row, Suite 400, Orlando, FL 32837

and (if applicable) its Federal Employer Identification Number (FEIN) is 91-0652945 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means: A predecessor or successor of a person convicted of a public entity crime; or An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

  x   Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

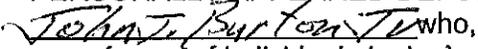
       The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

       The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

  
\_\_\_\_\_  
{signature}

August 12, 2010  
{date}

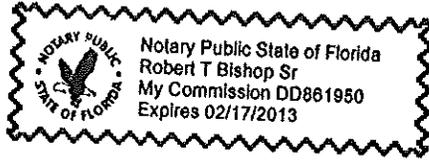
PERSONALLY APPEARED BEFORE ME, the undersigned authority,  
  
{name of individual signing}

after first being sworn by me, affixed his/her signature in the space provided above on this  
  12<sup>th</sup>   day   August   2010

Attest: Robert T. Bishop Sr.  
Notary Public

My commission expires: 2/17/2013

(Notary Seal)





POST CERTIFICATE  
CONSPICUOUSLY

ACE RELOCATION SYSTEMS, INC.  
2507 INVESTORS ROW STE 400  
ORLANDO, FL 32837-8384

State of Florida  
Department of Agriculture and Consumer Services  
Division of Consumer Services  
2005 Apalachee Pkwy  
Tallahassee, Florida 32399-6500

**Intrastate Mover of Household Goods  
Registration Certificate**

Chapter 507, Florida Statutes

Registration No.: **IM350**

Issue Date: October 13, 2009

Expiration Date: October 28, 2010

*Charles H. Bronson*

CHARLES H. BRONSON  
COMMISSIONER OF AGRICULTURE