

## C. BID DOCUMENTS

### C1: BID PROPOSAL

**City of Marco Island – Intersection Traffic Control and Pedestrian Safety Improvements  
ITB# 2026-006**

Full Name of Bidder Horsepower Electric, Inc.

Main Business Address 8105 W 20th Avenue

Place of Business Hialeah, FL 33014



Telephone No. 305-819-4060 Fax No. 305-819-4060

Email Address mike@horsepowerelectric.com  
Email is considered to be a valid and accepted manner of communication between the City and the Bidder.

State Contractor's License # CGC1530084 Type: General Contractor

To: CITY MANAGER, CITY OF MARCO ISLAND, FLORIDA  
(hereinafter called the Owner)

The undersigned as Bidder declares that the only person or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion and fraud with any other person, firm or corporation; and that it has carefully examined the location of the proposed work, the proposed forms of Agreement and Bonds, and the Contract Drawings and Specifications. Further, the Bidder acknowledges receipt of Addenda as follows:

Addendum Number	Date Issued	Contractor's Initials
<u>1</u>	<u>2/10/2026</u>	<u></u>
<u>2</u>	<u>2/25/2026</u>	<u></u>
<u> </u>	<u> </u>	<u> </u>

Bidder proposes, and agrees if this Proposal is accepted, to contract with the Owner in the form of the copy of the Agreement included in these Contract Documents, to provide all necessary supervision, project management, maintenance of traffic, machinery, tools, apparatus and other means of construction, including utility and transportation services necessary to do all the Work. Bidder agrees to furnish all the materials and equipment specified or referred to in the Contract Documents in the manner and time herein prescribed and according to the requirements of the Owner as therein set forth; to furnish the Contractor's Bonds and Insurance specified in the Contract Bidding Documents; and to do all other things required of the Contractor by the Contract Documents. Bidder guarantees the foregoing for due compensation and agrees that it will take full payment of the sums set forth in the following Bid Schedule.

ADDITIONAL CONTRACTOR INFORMATION

**I. Contact for inquiries regarding this Bid:**

Name: Michael Martinez Phone No. 305-345-5370

Email: mike@horsepowerelectric.com

**II. Additional Company Information**

Company's Primary Area(s) of Expertise:  
Traffic Signal Installation, ITS Systems, Fiber Optic Networks, Lighting.

Type of Company: \_\_\_\_\_ Sole Proprietorship: \_\_\_\_\_ Corporation:

Partnership Date Formed: \_\_\_\_\_ Number of Employees: \_\_\_\_\_

Federal Tax I.D. # 59-2502221

Contractor License(s): complete as applicable

Marco Island Building Services Registration # \_\_\_\_\_

State License # EC0001153 / CGC1530084 Expiration date 8/31/2026

Collier County License # \_\_\_\_\_ Expiration date \_\_\_\_\_

Has the company operated under any other names in the past five years?

Yes \_\_\_\_\_ No  If yes, give name(s): \_\_\_\_\_

Does the company have offices, plants or warehouses in any other location? \_\_\_ Y  N

If yes, list addresses: \_\_\_\_\_

Bonding Capacity

Single bonding limit \$ 100,000,000 Aggregate Limit \$ 200,000,000

Bonding Company Name & Address:

Endurance Assurance Corporation c/o Sompo International

1221 Avenue of the Americas, 21st Floor, New York, NY 10020, USA

Has your company or any of its key people been a party to a bankruptcy or reorganization proceeding?

Yes \_\_\_\_\_ No  If yes, date \_\_\_\_\_

During the past five years have any subcontractors or suppliers filed any liens against you?

Yes \_\_\_\_ No  If yes, give details of any liens over \$5,000. Please provide details in attachment

Have you ever failed to complete a contract, been defaulted, or had a contract terminated?

Yes \_\_\_\_ No  If yes, please provide details in attachment.

In the past five years, has your company or any of its key people been involved in any lawsuits arising from construction projects?

Yes \_\_\_\_ No . If yes, please provide details in attachment.

In the past five years, has your company or any of its key people been investigated for or found to have committed a violation of any labor laws?

Yes \_\_\_\_ No . If yes, please provide details in attachment.

In the past five years, has your company or any of its key people been investigated for or found to have committed a violation of state, federal or local environmental protection laws?

Yes \_\_\_\_ No . If yes, please provide details in attachment.

I HEREBY CERTIFY BEING FIRST DULY SWORN THAT THE ABOVE STATEMENTS ARE TRUE AND CORRECT

COMPANY NAME Horsepower Electric, Inc.

By: Michael Martinez

Title: President

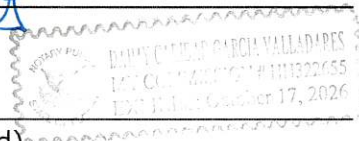
Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 11 day of March, 2026, by Michael Martinez (name of person making statement).

My Commission Expires:

(Signature)

Name:

(Legibly Printed)



(AFFIX OFFICIAL SEAL)

Notary Public, State of: Florida

Commission No.: \_\_\_\_\_

**Project Name: Intersection Traffic Control and Pedestrian Safety Improvements**

Requested By: City of Marco Island, Public Works

ITB Date: 3/12/2026

**CONTRACTOR SUBMITTING BID MUST FILL IN THE INFORMATION BELOW.**

Contractor Name: Horsepower Electric, Inc.

Quote Submission Date: 3/12/2026

Contact: Michael Martinez

Print Name - Contractor representative w/authority to submit quote

Email: [mike@horsepowerelectric.com](mailto:mike@horsepowerelectric.com)

Phone No.: 305 345-5370

**\* Having carefully examined the Contract Documents, the Contractor proposes to furnish the following, which meet these project specifications. The contractor must bid on every item. The total base bid price will be used to determine the low bidder.**

Pay Item Number	Item Description	Unit	Qty	Unit Price	Total Price
<b>BASE BID - INTERSECTIONS 1, 2, 3, 4, 5, &amp; 10</b>					
101-1	Mobilization	LS	1	\$ 125,700.00	\$ 125,700.00
102-1	Maintenance of traffic - complete (per intersection)	LS	6	\$ 20,000.00	\$ 120,000.00
632-7-1	Existing signal cable replacement - complete*, Furnish & Install (per intersection)	LS	6	\$ 20,000.00	\$ 120,000.00
660-3-11	Vehicle detection system - microwave, complete* (cabinet improvements) Furnish & Install (per intersection)	LS	6	\$ 14,500.00	\$ 87,000.00
660-3-12	Vehicle detection system - microwave, complete* (site improvements) Furnish and Install (per mast arm)	EA	22	\$ 4,688.00	\$ 103,136.00
663-1-111	Signal priority and preemption system, optical, complete* (cabinet improvements) Furnish and Install (per intersection)	LS	6	\$ 10,000.00	\$ 60,000.00
663-1-112	Signal priority and preemption system, optical, detector, complete* (site improvements) Furnish and Install (per mast arm)	EA	22	\$ 4,000.00	\$ 88,000.00
685-1-14	UPS, Furnish and Install, online/double conversion with cabinet, complete* (per intersection)	LS	6	\$ 14,000.00	\$ 84,000.00
700-11-91	Electronic display sign-blank out sign, complete* (each)	EA	19	\$ 9,000.00	\$ 171,000.00
923-676-104	ATC cabinet with controller, complete*, Furnish & Install, NEMA, size 6,44" 49" W x 27" D (per intersection)	LS	6	\$ 50,000.00	\$ 300,000.00
<b>SUB-TOTAL BASE BID PRICE</b>					<b>\$ 1,258,836.00</b>

<b>ADD OPTION #1 - INTERSECTIONS 6, 7, 8, &amp; 9</b>					
101-1	Mobilization	LS	1	\$ 72,999.00	\$ 72,999.00
102-1	Maintenance of traffic - complete (per intersection)	LS	4	\$ 15,883.00	\$ 63,532.00
632-7-1	Existing signal cable replacement - complete*, Furnish & Install (per intersection)	LS	4	\$ 20,000.00	\$ 80,000.00
660-3-11	Vehicle detection system - microwave, complete* (cabinet improvements) Furnish & Install (per intersection)	LS	3	\$ 14,500.00	\$ 43,500.00
660-3-12	Vehicle detection system - microwave, complete* (site improvements) Furnish and Install (per mast arm)	EA	11	\$ 4,688.00	\$ 51,568.00
663-1-111	Signal priority and preemption system, optical, complete* (cabinet improvements) Furnish and Install (per intersection)	LS	4	\$ 10,000.00	\$ 40,000.00
663-1-112	Signal priority and preemption system, optical, detector, complete* (site improvements) Furnish and Install (per mast arm)	EA	13	\$ 4,000.00	\$ 52,000.00
685-1-14	Ups, Furnish and Install, online/double conversion with cabinet, complete* (per intersection)	LS	4	\$ 14,000.00	\$ 56,000.00
700-11-91	Electronic display sign-blank out sign, complete* (each)	EA	8	\$ 9,000.00	\$ 72,000.00
923-676-104	ATC cabinet with controller, complete*, Furnish & Install, NEMA, size 6,44" 49" W x 27" D (per intersection)	LS	4	\$ 50,000.00	\$ 200,000.00
<b>SUB-TOTAL OPTION #1 BID PRICE</b>					<b>\$ 731,599.00</b>

<b>ADD OPTION #2 - ALL INTERSECTIONS</b>					
685-1-14	ITS CCTV Camera, Furnish & Install, Dome PTZ enclosure-non pressurized, IP High def, complete* (per mast arm)	EA	18	\$ 8,263.00	\$ 148,734.00
<b>SUB-TOTAL OPTION #2 BID PRICE</b>					<b>\$ 148,734.00</b>

\* "complete" includes all wiring, brackets, drilling, mounting, fasteners, terminations, connections, etc. for complete installation

Owner's Contingency\*\*

**\$30,000**

\*\* Work considered contingency will be requested by the Owner. The contractor must submit a detailed cost proposal for contingency work, and the Owner must approve in writing prior to the Contractor ordering materials or starting any work related to contingency.

<b>TOTAL</b>	<b>\$ 2,169,169.00</b>
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**CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES**

Pricing shall be inclusive of all labor, equipment, supplies, overhead, profit, material, and any other incidental costs required to perform and complete all work as specified in the Contract Documents. The Excel document contains formulas for convenience; however, the Contractor must verify that all pricing and calculations are CORRECT. The City of Marco Island is not responsible for errors in formulas or the unit prices and extended amounts; the unit prices will prevail, and the corrected extension(s) and total(s) will be considered the price. calculations contained within Excel document(s). REMINDER: If there is a discrepancy between a subtotal or total amount and the unit prices and extended amounts, the unit prices will prevail, and the corrected extension(s) and total(s) will be considered the price.

**THIS IS A LUMP SUM BID INCLUSIVE OF ALL ITEMS IN THE CONTRACT DOCUMENTS. ITEMS NOT SPECIFICALLY LISTED ABOVE SHALL BE INCIDENTAL TO CORRESPONDING ITEMS AND INCLUDED IN THE CONTRACT PRICE (TOTAL BID MINUS CONTINGENCY). BIDDERS MUST BE READY TO SUBMIT A DETAILED BID SCHEDULE BREAKDOWN WHEN REQUESTED BY THE CITY, BEFORE OR AFTER THE AWARD OF THE CONTRACT, AND PRIOR TO THE FIRST PAY REQUEST.**

Written Amount (BASE BID PRICE): \_\_\_\_\_ One Million Two Hundred Fifty-Eight Thousand Eight Hundred Thirty-Six Dollars and zero cents \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date 3 / 12 / 2026

Company Name: \_\_\_\_\_ Horsepower Electric inc. \_\_\_\_\_

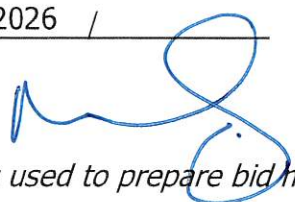
**C3: MATERIAL MANUFACTURERS**  
**City of Marco Island**  
**Intersection Traffic Control and Pedestrian Safety Improvements**  
**ITB# 2026-006**

The Bidder is required to state below, material manufacturers it proposes to utilize on this project. No change will be allowed after submittal of Bid. If substitute material proposed and listed below is not approved by Engineer, Bidder shall furnish the manufacturer named in the specification. Acceptance of this Bid does not constitute acceptance of material proposed on this list. THIS LIST MUST BE COMPLETED OR BID MAY BE DEEMED NON-RESPONSIVE.

Bidder must retain, and, be able to submit, copies of quotes received by material suppliers should the City decides to direct purchase any materials.

<u>MATERIAL</u>	<u>MANUFACTURER</u>	<b>Candidate for Direct Purchase*</b>	
		<b><u>Yes</u></b>	<b><u>No</u></b>
1. <u>ATC Cabinets / Controllers</u>	<u>Control Technologies, Inc.</u>	<u>  </u>	<u>No</u>
2. <u>XN-1 Traffic Signal Controller</u>	<u>Q-Free</u>	<u>  </u>	<u>No</u>
3. <u>UPS System (VRRN-1502-HI)</u>	<u>Marathon Power</u>	<u>  </u>	<u>No</u>
4. <u>PTZ CCTV Cameras</u>	<u>Hanwha Vision</u>	<u>  </u>	<u>No</u>
5. <u>Video Detection System</u>	<u>DERQ</u>	<u>  </u>	<u>No</u>
6. <u>Emergency Vehicle Preemption</u>	<u>GTT / Opticom</u>	<u>  </u>	<u>No</u>
7. <u>Video/Radar Detection Sensors</u>	<u>NoTraffic</u>	<u>  </u>	<u>No</u>
8. <u>ITS CCTV Equipment</u>	<u>GovComm LLC</u>	<u>  </u>	<u>No</u>
9. <u>Emergency Vehicle Preemption</u>	<u>Transportation Control Systems (TCS)</u>	<u>  </u>	<u>No</u>
10. <u>Electrical Miscellaneous</u>	<u>Graybar Electric Company</u>	<u>  </u>	<u>No</u>

Dated 3/10/2026 / \_\_\_\_\_



Bidder Horsepower Electric, Inc.

BY: Michael Martinez

*Written quotes used to prepare bid must be made available to the City upon request*

**C4: LIST OF SUBCONTRACTORS**  
**City of Marco Island**  
**Intersection Traffic Control and Pedestrian Safety Improvements**  
**ITB# 2026-006**

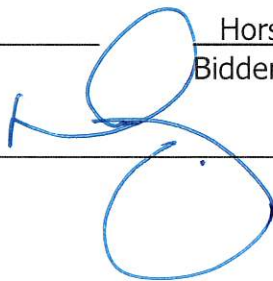
The undersigned states that the following is a full and complete list of the proposed subcontractors on this Project and the class of work to be performed by each, and that such list will not be added to nor altered without written consent of the Project Manager. The undersigned further acknowledges its responsibility for ensuring that the subcontractors listed herein meet all legal requirements applicable to and necessitated by this Agreement, including, but not limited to proper licenses, certifications, registrations and insurance coverage. The City reserves the right to disqualify any bidder who includes non-compliant subcontractors in his bid offer. The bidder shall provide evidence that the subcontractor has agreed to provide the class of work as indicated on this form if so requested by the City. Failure to provide this evidence, if requested, may result in the disqualification of the bid. Further, the City may direct the bidder/contractor to remove/replace any subcontractor that is found to be non-compliant with this requirement subsequent to award of the contract at no additional cost to the City. THIS LIST MUST BE COMPLETED OR BID MAY BE DEEMED NON-RESPONSIVE. (Attach additional sheets as needed). Bidder must be prepared to provide documentation demonstrating agreement of the subcontractor to participate in the bid.

<u>Subcontractor and Address</u>	<u>Class of Work to be Performed</u>
1. <u>NONE – All work self-performed by</u> <u>Horsepower Electric,</u> _____	_____ Traffic signal installation, ITS equipment installation, electrical construction
2. _____ _____	_____
3. _____ _____	_____
4. _____ _____	_____
5. _____ _____	_____

Total % of Work to be performed by subcontractors- 0 %

Dated 3/10/2026 \_\_\_\_\_ Horsepower Electric, Inc.  
Bidder

BY: Michael Martinez , President \_\_\_\_\_



**C5: STATEMENT OF EXPERIENCE OF BIDDER**  
**City of Marco Island**  
**Intersection Traffic Control and Pedestrian Safety Improvements**  
**ITB# 2026-006**

The Bidder is required to state below what work of similar type and magnitude is a judge of its experience, skill and business standing and of its ability to conduct the work as completely and as rapidly as required under the terms of the contract.

Please list at least five projects and only projects that you have completed within the last 5 years or are currently working on. Florida references only.

Project Name	<u>Adaptive traffic Control Systems on Six Roadway Segments</u>		
Description of Work	<u>Installation of adaptive traffic signal control systems, including ITS detection equipment, signal controller and upgrades.</u>		
Location	<u>Broward County, Florida</u>		
Year	<u>20_24</u>	Contract Price	<u>\$ 12,756,600.00</u>
Contact Name	<u>Maurizio Pinzon</u>		
Title & Name of Firm	<u>ITS-CEI Project Administrator-Broward County</u>		
Phone No.	<u>954-533-7319</u>		
Email:	<u>mauricio.pinzon@metriceng.com</u>		

Project Name	<u>N. Collier Blvd &amp; N. Barfield Intersection Improvement Project</u>		
Description of Work	<u>Traffic signal and intersection improvement work including signalization infrastructure installation and related electrical systems for the intersection improvement project.</u>		
Location	<u>Marco Island, Florida</u>		
Year	<u>20_25</u>	Contract Price	<u>\$ 402,424.00</u>
Contact Name	<u>Maritza Aguiar</u>		
Title & Name of Firm	<u>Manager-Coastal Concrete Products LLC</u>		
Phone No.	<u>239-404-8705</u>		
Email:	<u>maguiar@coastalconcreteproducts.com</u>		

Project Name	Old 41 Road & Strike Lane Signalization & Sidewalk Improvements Project		
Description of Work	Traffic signalization and sidewalk improvement work including installation of traffic signal equipment and related electrical infrastructure.		
Location	Bonita Springs, Florida		
Year	20_23	Contract Price	\$ 658,650.00
Contact Name	Maritza Aguiar		
Title & Name of Firm	Manager-Coastal Concrete Products LLC		
Phone No.	239-404-8705		
Email:	maguiar@coastalconcreteproducts.com		

Project Name	FDOT Traffic Signal Preventive Maintenance		
Description of Work	Traffic Signal Preventive Maintenance and ITS infrastructure servicing		
Location	Miami-Dade, Florida		
Year	20_24	Contract Price	\$ 1,032,529.00
Contact Name	Efthymios Ntampos		
Title & Name of Firm	Project Manager - Miami-Dade County		
Phone No.	786-451-7078		
Email:	efthymios.ntampos@miamidade.gov		

Project Name	Traffic Signal Modernization		
Description of Work	Installation of ATC signal controller, detection systems and signal cabinets upgrades		
Location	Broward County		
Year	20_23	Contract Price	\$ 1,850,000.00
Contact Name	David Chang		
Title & Name of Firm	Traffic engineer division - Broward County		
Phone No.	954-847-2600		
Email:	david.chang@broward.org		

**C6: BID AGREEMENT**  
**City of Marco Island**  
**Intersection Traffic Control and Pedestrian Safety Improvements**  
**ITB# 2026-006**

Upon receipt of written notice of the conditional acceptance of this Bid, Bidder will execute the formal Contract attached within 10 calendar days and deliver the Surety Bond or Bonds and Insurance as required by the Contract Documents. The attached bid security (5% of Bid) in the sum of: Five Percent of Bid Amount dollars (\$ 5% of Bid Amount) shall become the property of the Owner in the event the Contract, Insurance and Bonds are not executed within the time above set forth for the delay and additional expense to the Owner.

If awarded a contract under this Proposal, the undersigned proposes to commence work at the site on the Commencement Date stipulated in the written Notice to Proceed unless the Project Manager, in writing, subsequently notifies the Contractor of a modified (later) Commencement Date. The undersigned further agrees to substantially complete all work covered by this Proposal within **150** consecutive calendar days, and to fully complete all work in its entirety, including final acceptance, within **180** calendar days from and including the Commencement Date. The term "substantially complete" means a level of completion in compliance with the Contract Documents as certified in writing by Owner's Project Manager and recommended by the Engineer such that Owner has beneficial use of the Project and can operate the Project in all respects for its intended purpose. In the event the Work includes more than one Phase, Owner, at its discretion, may set Substantial Completion dates for each Phase and may impose provisions for liquidated damages for each Phase, including Final Completion.

Michael Martinez, being first duly sworn on oath deposes and says that the Bidder on the above Proposal is organized as indicated and that all statements herein made are made on behalf of such Bidder and that this deponent is authorized to make them.

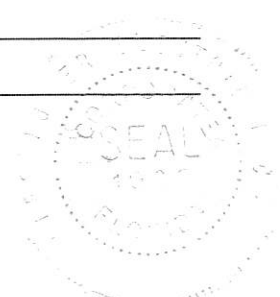
Michael Martinez, also deposes and says that it has examined and carefully prepared its Bid Proposal from the Contract Drawings and Specifications and has checked the same in detail before submitting this Bid; that the statements contained herein are true and correct.

**(a) Corporation**

The Bidder is a corporation organized and existing under the laws of the State of Florida, which operates under the legal name of Horsepower Electric, Inc., and the full names of its officers are as follows:

President Michael Martinez  
Secretary Lis Mondelo  
Treasurer Michael Martinez  
Manager Michael Martinez

(Corporate Seal)



**(b) Co-Partnership**

The Bidder is a co-partnership consisting of individual partners whose full names are as follows:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

The co-partnership does business under the legal name of:

\_\_\_\_\_


**(c) Individual**

The Bidder is an individual whose full name is \_\_\_\_\_, and if operating under a trade name, said trade name is \_\_\_\_\_.

DATED 3/10/2026

Horsepower Electric, Inc.  
Legal entity

BY: Michael Martinez  
Name of Bidder (Typed)

  
Signature

President  
Title

[Corporate Seal]





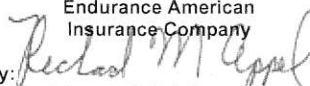
KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation ("EAC"), **Endurance American Insurance Company**, a Delaware corporation ("EAIC"), **Lexon Insurance Company**, a Texas corporation ("LIC"), and/or **Bond Safeguard Insurance Company**, a South Dakota corporation ("BSIC"), each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **Roberto Carlos Menendez, Tina Mangum** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million Dollars (\$100,000,000.00)**. Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the board of directors of each Company by unanimous written consent effective the 30<sup>th</sup> day of March, 2023 for BSIC and LIC and the 17<sup>th</sup> day of May, 2023 for EAC and EAIC, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the board of directors of each Company by unanimous written consent effective the 30<sup>th</sup> day of March, 2023 for BSIC and LIC and the 17<sup>th</sup> day of May, 2023 for EAC and EAIC and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 25th day of May, 2023.

<p><b>Endurance Assurance Corporation</b></p> <p>By:  Richard Appel; SVP &amp; Senior Counsel</p> 	<p><b>Endurance American Insurance Company</b></p> <p>By:  Richard Appel; SVP &amp; Senior Counsel</p> 	<p><b>Lexon Insurance Company</b></p> <p>By:  Richard Appel; SVP &amp; Senior Counsel</p> 	<p><b>Bond Safeguard Insurance Company</b></p> <p>By:  Richard Appel; SVP &amp; Senior Counsel</p> 
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**ACKNOWLEDGEMENT**

On this 25th day of May, 2023, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By:   
Amy Taylor, Notary Public - My Commission Expires 3/9/27



**CERTIFICATE**

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

- That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
- The following are resolutions which were adopted by the board of directors of each Company by unanimous written consent effective 30<sup>th</sup> day of March, 2023 for BSIC and LIC and the 17<sup>th</sup> day of May, 2023 for EAC and EAIC and said resolutions have not since been revoked, amended or modified:

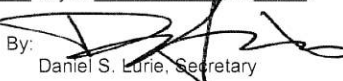
"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, MATTHEW E. CURRAN, MARGARET HYLAND, SHARON L. SIMS, CHRISTOPHER L. SPARRO,

and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

- The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 9th day of March, 2026.

By:   
Daniel S. Lurie, Secretary

**NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)**

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: [LexonClaimAdministration@sompo-intl.com](mailto:LexonClaimAdministration@sompo-intl.com)

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

**C8: NON-COLLUSION CERTIFICATION**  
**City of Marco Island**  
**Intersection Traffic Control and Pedestrian Safety Improvements**  
**ITB# 2026-006**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise take any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents may make the bid non-responsive and not eligible for award consideration.

(Contractor/ Architect/Engineer's Signature)

Michael Martinez

Date 3/10/2026

Michael Martinez, President

Name and title of Authorized Signee

Horsepower Electric, Inc.

Name of Corporation, Partnership, Trust, Etc.

**(SEAL)**



**C9: PUBLIC ENTITY CRIMES**  
**City of Marco Island**  
**Intersection Traffic Control and Pedestrian Safety Improvements**  
**ITB# 2026-006**

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

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

1. This sworn statement is submitted with bid proposal **#2026-006** for **City of Marco Island - Intersection Traffic Control and Pedestrian Safety Improvements**.

2. This sworn statement is submitted by Horsepower Electric, Inc.  
(name of entity submitting sworn statement) whose business address is 8105 W 20th Avenue,  
Hialeah, FL 33014 its Federal Employer Identification Number (FEIN) is  
59-2502221 (if the entity has no FEIN, include the Social Security Number of the  
individual signing this sworn statement: \_\_\_\_\_).

3. My name is Michael Martinez and my relationship to the entity named  
(please print name of individual signing) above is President.

4. 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 or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. 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 an 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 jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliated" 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.

c. 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 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.


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

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

The entity submitting this sworn statement, or one of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in 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 the 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 PARAGRAPHS 1-3 (ONE THRU THREE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THOROUGH 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)  
  
3/10/2026  
\_\_\_\_\_  
(Date)

STATE OF Florida  
COUNTY OF Miami-Dade

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 11 day of March, 2026, by Michael Martinez (name of person making statement) who is personally known to me or who has produced N/A (type of identification) as identification.

Affix seal here



Notary Public signature:  \_\_\_\_\_

**C10: CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION**

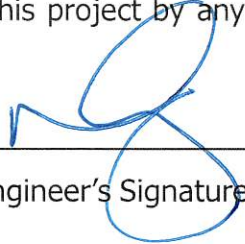
**City of Marco Island  
Intersection Traffic Control and Pedestrian Safety Improvements  
ITB# 2026-006**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension (34 CFR, part 85, Section 85.510, Participant’s Responsibilities).

“The Bidder certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

- (a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;
- (b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the Florida Department of Transportation.”

Michael Martinez 

Date March 9, 2026

Contractor/ Architect/Engineer’s Signature

Michael Martinez, President  
Name and title of Authorized Signee

Horsepower Electric, Inc.  
Name of Corporation, Partnership, Trust, Etc.

# C11: EMPLOYMENT OF UNAUTHORIZED ALIEN WORKERS

## City of Marco Island Intersection Traffic Control and Pedestrian Safety Improvements ITB# 2026-006

The City of Marco Island will not intentionally award publicly funded contracts to any contractor who knowingly employs unauthorized workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) (Section 2274A(e) of the Immigration and Nationality Act ("INA")). The City shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the City.

Vendor/Contractor shall utilize the U.S. Department of Homeland Security’s E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the contract with the Agency.

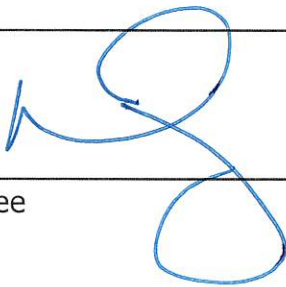
You may also sign-up for free webinars on E-Verify which are offered by the U.S. Department of Homeland Security. To see the schedule of webinars and register, click on the following link, which will take you to the US Department of Homeland Security’s website: [E-Verify Webinars](#)

The Website for E-Verify is: <http://www.uscis.gov/e-verify>

(Contractor/ Architect/Engineer’s Signature)

March 9, 2026  
Date

Michael Martinez, President  
Name and title of Authorized Signee



Horsepower Electric, Inc.  
Name of Corporation, Partnership, Trust, Etc.

**C12: CONFLICT OF INTEREST DISCLOSURE FORM**  
**City of Marco Island**  
**Intersection Traffic Control and Pedestrian Safety Improvements**  
**ITB# 2026-006**

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose within their submittal the name of any officer, director, or agent who is also an employee of the City of Marco Island.

The mere appearance of a conflict may be as serious and potentially damaging. Reports of conflicts based on appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

(a) A public employee acting as a purchasing agent, or public officer acting in an official capacity, is prohibited from purchasing, renting, or leasing any realty, goods, or services for his or her agency from a business entity in which the officer or employee or his or her spouse or child owns more than a 5% interest. [Sec. 112.313(3), Fla. Stat.]

(b) A public officer or employee, acting in a private capacity, also is prohibited from renting, leasing, or selling any realty, goods, or services to his or her own agency if the officer or employee is a state officer or employee, or, if he or she is an officer or employee of a political subdivision, to that subdivision or any of its agencies. [Sec. 112.313(3), Fla. Stat.]

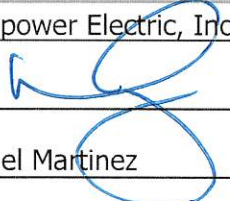
(c) A public officer or employee is prohibited from holding any employment or contract with any business entity or agency regulated by or doing business with his or her public agency. [Sec. 112.313(7), Fla. Stat.]

(d) A public officer or employee also is prohibited from holding any employment or having a contractual relationship which will pose a frequently recurring conflict between the official's private interests and public duties or which will impede the full and faithful discharge of the official's public duties. [Sec. 112.313(7), Fla. Stat.]

Please check one of the following statements and attach necessary documents if necessary:

**To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.**

**The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.**

Company Name Horsepower Electric, Inc.  
Authorized Signature   
Name Michael Martinez  
Title President  
Date March 9, 2026

**C13: FLORIDA TRENCH SAFETY ACT STATEMENT**  
**City of Marco Island**  
**Intersection Traffic Control and Pedestrian Safety Improvements**  
**ITB# 2026-006**

N/A

**SWORN STATEMENT UNDER THE FLORIDA TRENCH SAFETY ACT**

THIS FORM MUST BE SIGNED BY THE BIDDER WHO WILL BE RESPONSIBLE FOR THE EXCAVATION WORK ("BIDDER"), OR ITS AUTHORIZED REPRESENTATIVE, IN THE PRESENCE OF A NOTARY PUBLIC AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with bid proposal **#2026-006** for *City of Marco Island – Intersection Traffic Control and Pedestrian Safety Improvements*
2. This Sworn Statement is **submitted by** Horsepower Electric, Inc.  
(name of entity submitting sworn statement), **hereinafter "BIDDER". The BIDDER'S business address is:** 8105 W 20th Avenue, Hialeah, FL 33014  
**BIDDER'S Federal Employer Identification Number (FEIN) is** 59-2502221.
3. My name is Michael Martinez (print name of individual signing) and my relationship to the BIDDER is President (position or title) of/for the BIDDER. I certify, through my signature at the end of this Sworn Statement, that I am an authorized representative of the BIDDER.
4. The Trench Safety Standards that will be in effect during the construction of this Project are contained within **Trench Safety Act** (refer to the applicable Florida Statute(s) and/or OSHA Regulation(s) and include the "effective date" in the citation(s)). Reference to and compliance with the applicable Florida Statute(s) and/or OSHA Regulation(s) is the complete and sole responsibility of the BIDDER. Such reference will not be checked by OWNER or ENGINEER for accuracy, completeness or any other purpose. The OWNER and ENGINEER shall have no responsibility to review or check the BIDDER's compliance with the trench safety standards.
5. The BIDDER assures the OWNER that it will comply with the applicable Trench Safety Standards and agrees to indemnify, defend and hold harmless the OWNER and ENGINEER, and any of their agents or employees, from any claims arising from the failure of the BIDDER to identify applicable standards or to comply with said standards. As specific consideration for the indemnification above, the OWNER agrees to give the BIDDER twenty-five dollars (\$25.00), which the OWNER agrees is paid on behalf of all parties indemnified hereinabove.
6. The BIDDER has allocated and included in its bid the total amount of \$ \_\_\_\_\_ based on the linear feet of trench to be excavated over 5 feet deep, for compliance with the applicable Trench Safety Standards and intends to comply with said standards by instituting the following specific method(s) of compliance on this Project: *Intersection Traffic Control and Pedestrian Safety Improvements*.

The determination of the appropriate method(s) of compliance is the complete and sole

responsibility of the BIDDER. Such methods will not be checked by the OWNER or ENGINEER for accuracy, completeness or any other purpose. The OWNER and ENGINEER shall have no responsibility to review or check the BIDDER's compliance with the trench safety standards.

- 7. The BIDDER has allocated and included in its bid the total amount of \$\_\_\_\_\_ based on the square feet of shoring to be used for compliance with shoring safety requirements and intends to comply with said shoring requirements by instituting the following specific method(s) of compliance on this Project: **City of Marco Island – Intersection Traffic Control and Pedestrian Safety Improvements.**

The determination of the appropriate method(s) of compliance is the complete and sole responsibility of the Excavation Contractor. Such methods will not be checked by the OWNER or ENGINEER for accuracy, completeness or any other purpose. The OWNER and ENGINEER shall have no responsibility to review or check the BIDDER's compliance with the trench safety standards.

- 8. The BIDDER, in submitting this bid, represents that it has obtained and considered all available geotechnical information, has utilized said geotechnical information and that, based on such information and the BIDDER's own information, the BIDDER has sufficient knowledge of the Project's surface and subsurface site conditions and characteristics to assure BIDDER's compliance with the applicable Trench Safety Standards in designing the trench safety system(s) for the Project.

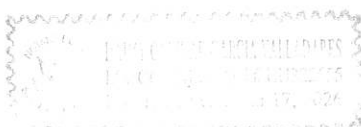
BIDDER:  
 \_\_\_\_\_ Horsepower Electric, Inc.  
 By: \_\_\_\_\_ Michael Martinez \_\_\_\_\_  
 (Signature)  
 \_\_\_\_\_ President \_\_\_\_\_  
 (Position or Title)  
 \_\_\_\_\_ March 10, 2026 \_\_\_\_\_  
 (Date)

STATE OF Florida  
 COUNTY OF Miami

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 11 day of March, 2026 by Michael Martinez (name of person making statement) who is personally known to me or who has produced N/A (type of identification) as identification.

Affix seal here

Notary Public signature: \_\_\_\_\_  

**FLORIDA TRENCH SAFETY ACT ACKNOWLEDGMENT**

If this Project involves trench excavations that will exceed a depth of 5 feet, pursuant to Florida Statutes, Chapter 553, Part VI, Trench Safety Act will be in effect and the undersigned Bidder hereby certifies that such Act will be complied with during the construction of this Project.

Bidder acknowledges that included in the various items of the bid and in the total bid price are costs for complying with the Florida Trench Safety Act. Bidder further identifies the cost to be as summarized below:

	Trench Safety	Units of	Quantity	Unit	Extended
	(Description)	(LF SY)		Cost	Cost

TOTAL: \_\_\_\_\_

## C14: SAFETY CERTIFICATION

### City of Marco Island Intersection Traffic Control and Pedestrian Safety Improvements ITB# 2026-006

#### CONTRACTOR SAFETY CERTIFICATION

As safety is top priority at the City of Marco Island. A Contractor Safety Program has been developed and implemented. This program applies to anyone working on facility property, or on the premises in connection with such work. Compliance by each contractor is required. The following information is provided to assist the contractor in training its employees to work in accordance with City of Marco Island Health & Safety Standards. Each contractor is expected to make all of its employees aware of the following material and to assure compliance therewith:

Hazard Communication Program	Chemical Safety
Confined Space Entry Procedures	Electrical Safety
Lock out/Tag out Procedures	Health & Safety Rules
Excavation Safety Procedures	Trenching and Shoring Procedures
Personal Protective Equipment	Housekeeping Procedures

**Guidelines have been established for progressive discipline for safety violations. In the event of an unsafe act, City of Marco Island will initiate the steps listed below:**

- 1<sup>st</sup> Violation** – Verbal warning to contractor’s authorized representative on site
- 2<sup>nd</sup> Violation** – Meeting with contractor’s company manager
- 3<sup>rd</sup> Violation** – Written notice to contractor
- 4<sup>th</sup> Violation** – Termination of Contract

The contractor will also be subjected to random inspections by a City of Marco Island representative to confirm that all workers are aware of their safety and our policy. City of Marco Island does not guarantee that any inspections will occur, and the Contractor remains solely responsible for assuring awareness and compliance by the Contractor’s employees. The Contractor agrees to arrange for supervision of its employees and agents to assure compliance with all applicable Federal, State and City of Marco Island safety requirements.

**Please sign and return this document signifying that you have received it and agree to follow all applicable Federal, State, and City of Marco Island safety requirements.**

Contractor/Company Name: Horsepower Electric, Inc.  
(Please Print)

Contractor/Company Representative Name: Michael Martinez  
(Please Print)

Contractor/Company Representative Title: President  
(Please Print)

Signature:  \_\_\_\_\_

Date: 3 / 10 / 2026

## **C15: ASBESTOS WORK PLAN**

### **City of Marco Island Intersection Traffic Control and Pedestrian Safety Improvements ITB# 2026-006**

#### **REPAIR, REMOVAL AND MAINTENANCE OF ASBESTOS-CONTAINING CEMENTITIOUS PIPES (April 20, 2010)**

#### **ASBESTOS WORK PLAN**

The following work plan is for the repair, removal and maintenance of asbestos cement pipe (AC). This work plan should be considered as minimal guidelines for the disturbance of the material. The Contractor shall utilize all appropriate controls and work practices necessary to protect workers, people in the vicinity of the work area, and the environment, regardless of the inclusion or exclusion of this work plan. Contractor questions should be resolved prior to the start of the abatement project. The primary concerns and considerations of these work practices is the protection of human health and the environment, as well as to minimize the Owner's and Contractor's liability exposure before, during and after the abatement process.

#### **GENERAL**

The City of Marco Island, shall employ the Contractor, for the purpose of repair, removal and maintenance of AC pipe.

**INDEMNITY** The Contractor shall indemnify, defend and save the Owner harmless from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the of the Contractor and persons employed or utilized by the Contractor in the performance of the work associated with the project. The Contractor shall defend on behalf of the Owner, severally, or Owner and Contractor jointly, any claim or action for or arising out of the foregoing. The monetary limitation on the extent of indemnification pursuant to this paragraph shall be \$ 1 million per occurrence.

The Contractor shall indemnify, defend and save the Owner harmless against all damages, losses, and claims resulting from the activities, or lack of activities associated with the project. The Contractor shall defend on behalf of the Owner, severally, or Owner and Contractor jointly, any claim or action for or arising out of the foregoing.

#### **REGULATIONS, CODES AND STANDARDS**

The Contractor shall comply with all regulations, codes and standards. These shall include, but are not limited to:

- 1 Title 29, Code of Federal Regulations, Section 1910.134 and 1926.1101. Occupational Safety and Health Administration (OSHA), US Department of Labor.
- 2 Title 40, Code of Federal Regulations, Part 61, Subparts A and M, National Emission Standards for Hazardous Air Pollutants. US Environmental Protection Agency (EPA).
- 3 State of Florida's Administrative Code 62-204.800. US EPA National Emission Standards for Hazardous Air Pollutants (NESHAPS) Asbestos Regulations (40 CFR 61, Subpart M).
- 4 State of Florida, Chapter 62-257, Florida Administrative Code.
- 5 Florida Statutes, Chapter 469, Licensing Requirements (Exemptions 469.002)
- 6 State of Florida, City of Marco Island codes and ordinances as applicable.

#### **CONTRACTOR STAFFING**

1. All work will be supervised by a qualified individual meeting the requirements of a Competent Person\* and possessing the following minimum qualifications and training:

- a) Satisfactory completion of an Asbestos Abatement Project Supervisor course

- Medical examination for respirator use
  - Fit test for respirator type
- b) Training in the maintenance, repair and removal of AC pipe

\*A Competent Person, is capable of identifying existing asbestos hazards at the work place, determine if a Negative Exposure Assessment (NEA) exists, is qualified to train other workers, and has the authority to take prompt corrective measures to eliminate a hazardous exposure. In addition the competent person must be trained in a training course which meets the criteria of EPA's Model Accreditation Plan (40 CFR 763) for supervisor.

2. Any direct contact with AC pipe will be performed by qualified workers possessing the following minimum qualifications and training:

- a) Satisfactory completion of an OSHA Class II Worker course \*\*
- Medical examination for respirator use
  - Fit test for respirator type
- b) Training in the maintenance, repair and removal of AC pipe

\*\*Class II Training Requirements must be met for work involving building materials including roofing, flooring, siding materials, ceiling tiles or transite panels training shall include at a minimum the elements in paragraph 29 CFR 1926.1101 (k) (9)(iv)(A) and specific work practices and engineering controls set forth in paragraph (g). It shall include hands-on training and it is to be at least 8 hours in length.

Annual refresher course work is required. The length of time for the refresher training is not specified.

3. Personal Protective Equipment (PPE) for each worker will include hard hat, steel toed shoes, disposable protective clothing, respiratory protection and high visibility reflective vests. Respirators shall be fitted with a P-100 filtering cassette. (The use of disposable protective clothing, and respiratory protection will be determined by the establishment of a Negative Exposure Assessment and continual personnel air monitoring).

## **WORK PROCEDURES**

controlling Government Regulation:

**OSHA's Construction Industry Standard for Occupational Exposure to Asbestos Subpart Z, 29 CFR 1926.1101 Asbestos.**

Work-Task Assumptions/Requirements of the Employer at Project Work-Site:

Prior to commencing the demolition and removal of the A-C pipe, the contractor has:

- (1) Determined by thorough inspection the existence and the extent of any ACM.
- (2) Given written notice to appropriate governmental agency at the beginning of abatement activity.
- (3) Conducted an Initial Exposure Assessment (IEA) test plan or baseline report, which complies with the criteria in Paragraph (f)(2)(iii) of the above referenced controlling government regulations (section), and which demonstrates that the employees' exposure to airborne asbestos fibers during removal of the Asbestos-Cement (A-C) pipe is expected to be consistently below the Permissible Exposure Levels (PELs) i.e... exposure must be less than 0.1 fiber/cubic centimeter (cc) of air for an eight (8) hour time-weighted average limit (TWA), and less than 1.0 fiber/cc of air as averaged over a sampling period of thirty (30) minutes, all as determined by the method prescribed in Appendix A to the referenced section, or by an equivalent method, and therefore, the employer intends to do the A- C pipe removal through the use of Negative Exposure Assessments (NEAs). Procedures for Removal of Asbestos-Cements (A-C) Pipe, Also Commonly Referred to as Transite Pipe. This work activity is identified as a Class II asbestos removal activity by OSHA's Subpart Z, 29 CFR 1926.1101, with the A-C pipe removal is being done utilizing a valid Negative Exposure Assessment (NEA).

## **Preparation**

Establish a regulated work area (RWA) using barricade tape.

- Provide a hand/face wash station at the entry point to the RWA.
- Post asbestos-warning signs at the RWA entry point.
- Establish a waste load-out area attached to the RWA.
- Once an RWA is established and work begins, no access should be permitted without the required personal protective equipment.
- Prior to commencing work a ten day NESHAP notification (DEP Form 62-257 .900(1) Effective 10-12-08) must be submitted the Florida Department of Environmental Protection (FDEP) office located at the following address:

FDEP Air Resource Management  
2295 Victoria Avenue, Ste 364  
P.O. Box 2549  
Fort Myers, Florida 33902-2549

**The form can be accessed online at:**

[http://www.dep.state.fl.us/air/rules/forms/asbestos/dep62\\_257\\_900\(1\).pdf](http://www.dep.state.fl.us/air/rules/forms/asbestos/dep62_257_900(1).pdf) Air Monitoring and Sampling of Exposure to Airborne Asbestos Fibers:

< As the work begins the competent person (or third party consultant) must conduct and record objective data to confirm the Initial Exposure Assessment (IEA), and that the specific job-site work activity confirms the findings of the IEA, and that the PELs are not being exceeded for this work activity.

**Excavation:**

- < Machine excavate to expose A-C pipe.
- < Hand excavate areas under pipe where cuts/breaks are planned.
- < Excavation operations should be carefully executed so that pipe damage does not occur prior to removal.

**Abandonment of AC Pipes**

< AC pipes can be abandoned in-place. The procedure for abandonment of pipes in place includes filling the section of pipe with a grout/cement slurry. The location of the pipes should be recorded on the master drawing of the right-of-way.

< At no time will bursting, crushing, grinding or pulverizing of the AC pipe be conducted.

**AC Pipe Removal:**

All pipe cutting or breaking operations require adequate wetting with potable water to prevent A-C materials from being crumbled by hand pressure and to keep the asbestos fibers from becoming air-borne (friable).

- < Plan pipe cuts/breaks as necessary to accommodate the size/weight of pipe being removed.
- < Use a hammer or wheel-type pipe cutter (or equivalent tool) to make the initial cut and drain the pipe of residual liquids. If gas powered cutters are to be used, they should be connected to a HEPA filtered vacuum and used in a manner that will not create elevated airborne fibers. If a gas-powered cutter is utilized that is not connected to a HEPA filtration system, the work area should be contained to prevent the release of airborne fibers. In addition, a sufficient supply of water shall be applied to the cut point to further prohibit the release of asbestos fibers. A layer of 6 mil polyethylene should be placed beneath the cut point to contain the debris that will be generated. The debris shall be collected and treated as asbestos-containing waste.
- < Remove pipe sections at joint collars by breaking them with a sledgehammer or cutting them with a wheel-type pipe cutter (soil-pipe cutter).
- < Where pipe re-connection is required, trim pipe ends in a manner that will not cause asbestos fibers to become airborne. Any debris that is generated shall be collected and treated as asbestos-containing waste.
- < When applicable, remove pipe sections from trench in an "intact" condition. Wet and containerize waste materials as you go. Using lifting straps and methods that do not damage the pipe remove the material from the trench.

< WASTE PIPES: The pipe should be placed in a leak tight waste container. An alternative option would be to wrap each section of pipe with two layers of 6 mil polyethylene. For both options water should be applied to each section of pipe before it is contained.

< Identify A-C materials and stockpile the waste in a designated load-out area with the following label warnings: (The label must also identify the generator of the AC Pipe waste).

**DANGER Contains Asbestos Fibers**  
**Avoid Creating Dust**  
**Cancer and Lung Disease Hazard**

**Transportation of Asbestos Waste**

All asbestos-containing waste shall be transported to a class I landfill in leak tight containers. Each shipment must be properly marked with the following notation:

DANGER Contains Asbestos Fibers Avoid Creating Dust Cancer and Lung Disease Hazard

< All asbestos-containing waste shall be disposed of in a timely manner at a class I landfill. All waste must be disposed of within a 30 day period from the time of removal. A waste shipment record must be provided for each shipment.

References: Underground Contractors Association of Illinois Best Practices for Removing Asbestos Cement Pipe April 14, 2003

**Acknowledgement of Requirements:**

Signed: Michael Martinez 

Firm: Horsepower Electric, Inc.

Date: 3 / 10 / 2026

## **C16: CONTRACTOR & BUSINESS LICENSES**

**City of Marco Island  
Intersection Traffic Control and Pedestrian Safety Improvements  
ITB# 2026-006**

**Attach copy of your contractor's and/or other business  
licenses at this location**



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**MARTINEZ, MICHAEL**

HORSEPOWER ELECTRIC INC  
8105 WEST 20TH AVENUE  
HIALEAH FL 33014

**LICENSE NUMBER: CGC1530084**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)

ISSUED: 08/22/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**ELECTRICAL CONTRACTORS' LICENSING BOARD**

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**ORTIZ, HECTOR P**

HORSEPOWER ELECTRIC INC  
8105 WEST 20TH AVE  
HIALEAH FL 33014

**LICENSE NUMBER: EC0001153**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at [MyFloridaLicense.com](https://www.MyFloridaLicense.com)

ISSUED: 08/22/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



# Local Business Tax Receipt

Miami-Dade County Office of The TaxCollector

-THIS IS NOT A BILL - DO NOT PAY



7325869

RECEIPT NO.

RENEWAL

7617308

**BUSINESS NAME/LOCATION**

HORSEPOWER ELECTRIC INC

8105 W 20TH AVE

HIALEAH, FL 33014-3231



**EXPIRES**  
**SEPTEMBER 30, 2026**

Must be displayed at place of business

Pursuant to County Code

Chapter 8A - Art. 9 & 10

**OWNER**

HORSEPOWER ELECTRIC INC

C/O MICHAEL MARTINEZ QUALIFIER

**SEC. TYPE OF BUSINESS**

196

GENERAL BUILDING

CONTRACTOR

**PAYMENT RECEIVED  
BY TAX COLLECTOR**

165.00 07/17/2025

PTBTC-25-127233

Worker(s)

50

CGC1530084



This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit [mdctaxcollector.gov](http://mdctaxcollector.gov)

# Local Business Tax Receipt

Miami-Dade County Office of The TaxCollector

-THIS IS NOT A BILL - DO NOT PAY



1658047

RECEIPT NO.

RENEWAL

1658047

**BUSINESS NAME/LOCATION**

HORSEPOWER ELECTRIC INC

8105 W 20TH AVE

HIALEAH, FL 33014-3231



**EXPIRES**  
**SEPTEMBER 30, 2026**

Must be displayed at place of business

Pursuant to County Code

Chapter 8A - Art. 9 & 10

**OWNER**

HORSEPOWER ELECTRIC INC

**SEC. TYPE OF BUSINESS**

196 ELECTRICAL  
CONTRACTOR

**PAYMENT RECEIVED  
BY TAX COLLECTOR**

195.00 07/07/2025

PTBTC-25-115052

Worker(s)

60

EC0001153



This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit [mdctaxcollector.gov](http://mdctaxcollector.gov)

### C17: AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

#### City of Marco Island Intersection Traffic Control and Pedestrian Safety Improvements

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with the City is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, **I hereby affirm under penalty of perjury that:**

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and the City, the nongovernmental entity must attest to the absence of coercion in labor or services.
2. I am an officer or representative of Horsepower Electric, Inc., a nongovernmental entity.
3. Horsepower Electric, Inc. does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

**Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:**

Witness #1 Print Name: Vicente Bermudez

Print Name: Michael Martinez

Witness #2 Print Name: Daimy Garcia

Title: President

Entity Name: Horsepower Electric, Inc.

#### **OATH OR AFFIRMATION**

State of Florida

County of Miami-Dade

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 14th day of March, 2024, by Michael Martinez (name of person) as \_\_\_\_\_ (type of authority) for \_\_\_\_\_ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

- Personally known to me; or
- Produced identification (Type of Identification: \_\_\_\_\_)
- Did take an oath; or
- Did not take an oath



# C18: AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN

## City of Marco Island Intersection Traffic Control and Pedestrian Safety Improvements

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), the City may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with the City which would grant the entity access to an individual's personal identifying information.

1. Horsepower Electric, Inc. ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

**Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true!**

\_\_\_\_\_  
Witness #1 Print Name: Vicente Bermudez  
\_\_\_\_\_  
Witness #2 Print Name: Daimy Garcia

\_\_\_\_\_  
Print Name: Michael Martinez  
Title: President  
Entity Name: Horsepower Electric, Inc.

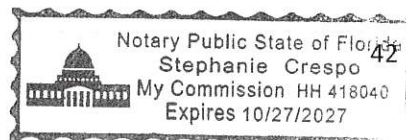
### OATH OR AFFIRMATION

State of Florida  
County of Miami-Dade

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 3 day of March, 2026, by Michael Martinez (name of person) as \_\_\_\_\_ (type of authority) for \_\_\_\_\_ (name of party on behalf of whom instrument is executed).

\_\_\_\_\_  
Notary Public (Print, Stamp, or Type as Commissioned)

- Personally known to me; or
- \_\_\_\_ Produced identification (Type of Identification: \_\_\_\_\_)
- \_\_\_\_ Did take an oath; or
- \_\_\_\_ Did not take an oath



**C19: BIDDERS CHECKLIST**  
**City of Marco Island**  
**Intersection Traffic Control and Pedestrian Safety Improvements**  
**ITB# 2026-006**

The spaces are for your use to help you ensure you have completed or included all required forms. The signature at the bottom of this form is **REQUIRED** and indicates that you have been informed as to what forms must be included in your bid submittal. Failure to complete any one of these forms may result in your bid being disqualified.

NO.	FORM NAME	INSERTED
<b>C1</b>	BID PROPOSAL	✓
<b>C2</b>	BID SCHEDULE SUMMARY	✓
<b>C3</b>	MATERIAL MANUFACTURERS	✓
<b>C4</b>	LIST OF SUBCONTRACTORS	✓
<b>C5</b>	STATEMENT OF EXPERIENCE OF BIDDER	✓
<b>C6</b>	BID AGREEMENT	✓
<b>C7</b>	BID BOND	✓
<b>C8</b>	NON-COLLUSION CERTIFICATION	✓
<b>C9</b>	PUBLIC ENTITY CRIMES	✓
<b>C10</b>	CERTIFICATION REGARDING DEBARMENT, SUSPENSION,	✓
<b>C11</b>	EMPLOYMENT OF UNAUTHORIZED ALIEN WORKERS	✓
<b>C12</b>	CONFLICT OF INTEREST DISCLOSURE FORM	✓
<b>C13</b>	FLORIDA TRENCH SAFETY ACT	✓
<b>C14</b>	SAFETY CERTIFICATION	✓
<b>C15</b>	ASBESTOS WORK PLAN	✓
<b>C16</b>	CONTRACTOR & BUSINESS LICENSES	✓
<b>C17</b>	NONCOERCIVE CONDUCT AFFIDAVIT	✓
<b>C18</b>	PROHIBITION ON CONTRACTING WITH ENTITIES	✓
<b>C19</b>	BIDDER'S CHECKLIST	✓

ACTION	COMPLETED
The Bid has been signed	✓
Bid prices offered have been thoroughly reviewed and checked	✓
Price extensions and totals have been checked	✓
Any required drawings, descriptive literature, etc. have been included	
Bid bond or cashier's check has been included if required	✓
www.demandstar.com has been accessed and any addenda that has been issued has been downloaded and is being acknowledged on Form C1: Bid Proposal	✓

The mailing envelope must be addressed to:

**City Clerk  
City of Marco Island  
50 Bald Eagle Drive  
Marco Island, Florida 34145**

The mailing envelope must be sealed and marked with:

**Proposal for the City of Marco Island, Florida Project:**

**City of Marco Island – Intersection Traffic Control and Pedestrian Safety Improvements.**

**Number: 2026-006**

**Bid Opening Date: March 13, 2026**

**Bid Opening Time: 2:00 PM (EST)**

The bid will be mailed or delivered in time to be received no later than the specified opening date and time, otherwise bid cannot be considered.

**ALL COURIER-DELIVERED BIDS MUST HAVE BID DUE DATE AND NUMBER ON THE OUTSIDE OF THE COURIER PACKET**

Horsepower Electric, Inc.

\_\_\_\_\_  
Bidder Name (Printed)

Michael Martinez, President , March 10, 2026

\_\_\_\_\_  
Signature, Title and Date