

# Memorandum



Date: December 4, 2012

To: Honorable Vice Chairwoman Audrey M. Edmonson  
and Members, Board of County Commissioners

From: Carlos A. Gimenez  
Mayor 

Subject: Change Order No. 1 for the Project Entitled Proactive Street Lighting Repair and Maintenance Contract - Countywide (Project No: 20100408; Contract No: 20100408), to Horsepower Electric, Inc.

Agenda Item No. 8(L)(3)

Resolution No. R-1023-12

## Recommendation

The attached Change Order No. 1 for a contract between Horsepower Electric, Inc. and Miami-Dade County has been prepared by the Public Works and Waste Management Department (PWWM) and is recommended for approval.

CHANGE ORDER NUMBER: 1

### Scope

PROJECT NAME: Proactive Street Lighting Repair and Maintenance Contract - Countywide

PROJECT NO: 20100408

CONTRACT NO: 20100408

PROJECT DESCRIPTION: The work under this contract consists of, but is not limited to, furnishing all supervision, labor, required materials, equipment and tools for proactively maintaining and repairing roadway lighting throughout Miami-Dade County (MDC). Work includes the repair and replacement of light poles complete with conductors in conduit, pull boxes, load center and the removal of any existing system including any ancillary work necessary to complete the work.

PROJECT LOCATION: Countywide

PRIMARY COMMISSION DISTRICT: Various Districts

APPROVAL PATH: Board of County Commissioners

USING DEPARTMENT: Public Works and Waste Management

MANAGING DEPARTMENT: Public Works and Waste Management

**Fiscal Impact / Funding Source**

**FUNDING SOURCE:** Secondary Gas Tax (SGT) and Florida Department of Transportation (FDOT) funds. This Change Order does not create any additional impact on the current budget nor does it impact future budgets.

**CHANGE ORDER FUNDING SOURCE:** Secondary Gas Tax (SGT) and Florida Department of Transportation (FDOT) funds.

**PTP FUNDING:** No

**GOB FUNDING:** No

**ARRA FUNDING:** No

**CHANGE ORDER DESCRIPTION:** Increase the contract amount by \$827,290.68 and add ten (10) pay items.

**MONETARY JUSTIFICATION:** This Change Order increases the contract amount by \$827,290.68 due to the following:

Subsequent to the Contract's advertisement an additional 2,085 street lights have been constructed under the American Recovery and Reinvestment Act Program and have been incorporated into the project's scope of work, pursuant to the Contract's Supplemental General Conditions, Article 10.01 (A) 'Location of Work', bringing the new current total to 22,135 street lights. The new street lights to be maintained under the Contract's terms, at \$4.98 per light, per month, equate to an additional \$290,433.60 being requested under this Change Order.

Furthermore, due to vandalism and theft of the County's street light network during the six month period between the expiration of the previous street light maintenance contract and the commencement of this Contract, the system fell below the required 95% or better uptime for the entire Roadway Street Lighting System. Once this Contract became effective, PWWM requested that the Contractor perform immediate repairs and restoration to address the existing damage to the system resulting from the illegal attempts to remove the copper wiring. Since late 2008, the County's streetlight and traffic signal underground facilities have been severely impacted by the current and ongoing wave of theft. The vandalism and theft have impacted approximately 600 streetlights, with the removal of their underground wiring, many of which continue to be affected on a recurring basis. Of the approximate 600 streetlights, 442 were retrofitted at the County's request in an effort to prevent future vandalism and theft. The repairs consisted of replacing the standard copper wire by rewiring the system with aluminum, and installing reinforced pull box lids with locking mechanisms. These repairs amounted to \$536,857.08 and were accomplished using a number of the pay items referenced below. The balance of pay items are included in order to address the potential of additional work, as directed by the engineer, associated with the rewiring of the system due to the ongoing acts of vandalism and theft.

This Change Order also replenishes the Contract's contingency allowance which was depleted to address the above referenced repairs to the system. This allowance would address any future unforeseen condition, as well as provide

possible funding should the County wish to exercise the 109 day contingency period included in the Contract's provisions.

The following ten (10) pay items will be implemented at the sole discretion of PWWM when necessary.

Pay Item No.	Description	Price/Unit
715-2-1F	Retrofit/rewire pole	\$915.00 per pole
715-14-8	Replace Existing Pull Box (Meter Type Including cover, drainage rock and 5'x5' concrete apron (6" thick) in swale area)	\$600.00 ea
715-2-9B	Rewire Service Point/Aluminum Conductors/Includes Service Riser – See Special Provisions	\$1,500.00 per service point
715-14-61	Lighting – Pull Box, F&I Cover Only, Roadside-Molded	\$500.00 ea
715-14-01B	Pull-Box Anti-Theft Lock	(Invoice Cost + 17%/ea)
715-14-31	Lighting – Pull Box, Install Cover Only, Roadside-Molded	\$100.00 ea
715-8-1A	Wiring Anti-Theft Device, Furnish & Install	\$70.00 per conduit
715-8-3A	Wiring Anti-Theft Device, Install Only	\$250.00 per pull box
715-2-2C	Repair Underground Vandalism Damage to Conduit Including Restoration	\$500.00 per repair

**TIME JUSTIFICATION:** Not applicable. This Change Order does not increase the contract duration.

	<u>Original Contract Values</u>	<u>Previous Adjustments To Values</u>	<u>This Change Order Values</u>	<u>Current Totals</u>	<u>Total Paid</u>	<u>Balance After Change Order</u>
BASE:	\$3,594,564.00	\$0.00	\$827,290.68	\$4,421,854.68	\$2,990,072.02	\$1,431,782.66
CONTINGENCY:	\$359,456.40	\$0.00	\$0.00	\$359,456.40	\$0.00	\$359,456.40
DEDICATED:	\$142,891.28	\$0.00	\$0.00	\$142,891.28	\$59,383.03	\$83,508.25
TOTALS:	\$4,096,911.68	\$0.00	\$827,290.68	\$4,924,202.36	\$3,049,455.05	\$1,874,747.31

	<u>Original Contract Duration</u>	<u>Previous Adjustments To Duration</u>	<u>This Change Order Duration</u>	<u>Current Totals</u>
BASE DURATION:	1,095	0	0	1,095
CONTINGENCY:	109	0	0	109
TOTAL DURATION:	1,204	0	0	1,204

**INITIATING FACTOR(S) FOR CHANGE ORDER**

<u>Reason</u>	<u>Cost</u>	<u>Duration</u>
County Requested	\$827,290.68	0
	\$827,290.68	0

**Track Record / Monitor**

**PERFORMANCE RECORD:** PWWM has reviewed the Capital Improvements Information System database for the contractor's performance and found that it reflects 12 contracts awarded and 22 evaluations given with an average rating of 3.2 out of a possible 4.0 points (3.0 is satisfactory performance).

**PRIME CONTRACTOR:** Horsepower Electric, Inc.

**COMPANY PRINCIPAL:** Hector P. Ortiz and Linda Ortiz

**COMPANY QUALIFIERS:** Hector P. Ortiz

**COMPANY EMAIL ADDRESS:** mike@horsepowerelectric.com

**COMPANY STREET ADDRESS:** 8105 West 20 Avenue

**COMPANY CITY-STATE-ZIP:** Hialeah, Florida 33014

**YEARS IN BUSINESS AT TIME OF AWARD:** 25 years

**PREVIOUS CONTRACTS WITH COUNTY IN THE LAST FIVE YEARS AT TIME OF AWARD:** According to the Firm History Report as provided by the Department of Regulatory and Economic Resources, the Contractor has been awarded ten (10) contracts totaling \$15,284,748.26. This amount includes Change Orders approved by the BCC for an amount equal to \$500,000.

**SUB CONTRACTORS AND SUPPLIERS (SECTION 10-34 MIAMI DADE COUNTY CODE):** Mercedes Electric Supply

<u>REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:</u>	<u>TYPE</u>	<u>GOAL</u>	<u>ESTIMATED VALUE</u>	<u>ACHIEVED</u>
	CSBE	0%	N/A	N/A
	CWP	11.20%	1	1

**CONTRACT**

**MANAGER NAME / PHONE / EMAIL:** Frank Aira (305) 375-2930 airaf@miamidade.gov

**PROJECT**

**MANAGER NAME / PHONE / EMAIL:** George Brown (305) 592-3470 browng@miamidade.gov

**BACKGROUND:**

This Contract is needed in order to properly maintain the street lighting system throughout Miami-Dade County, which includes the response to emergency and life threatening situations, as well as any necessary repairs to the existing lighting system. This Contract enhances the quality and level of service that the County provides to the community, as well as contributes to the overall public safety.

PWWM is responsible for the maintenance, repair, and upgrade of approximately 25,000 roadway poles and luminaries along County maintained and FDOT maintained arterial roadways. This Contract provides for the Street Lighting System to be maintained at a 95 percent or better uptime for a period of three (3) years. This proactive maintenance program greatly enhances the life expectancy of the street lights, as well as generates a cost savings by preempting the need for more serious repairs in the long term. The street lighting maintenance to be provided under this Contract falls within the following categories: Preventive Maintenance, Response Repairs, Upgrades and Modifications, and Utility Contractor Assistance.

Street light outages may require re-lamping, replacement of parts, or upgrades if parts are unavailable. Response to outage reports involves the troubleshooting of problems in the power distribution system, photo cell replacement, and lighting contactor repair or replacement. Outage reports come from a 24 hours a day, 7 days a week monitoring by the contractor, citizens, police, as well as transportation crews and inspectors. Physical damage includes theft, vandalism, knock-downs of street lights or controllers, and unintentional damage from dig-ups of the point of service or branch circuit conduits. Repairs times vary depending on the severity and extent of the damage.

DEPARTMENT FINANCE: *Robert H. [Signature]* 9-14-12  
FINANCE OFFICER DATE

INDEX CODE: CPE99SEC.BCC00C.STLIGH.99131  
<sup>99-7A</sup>

*[Signature]*  
BUDGET APPROVAL *[Signature]* 10/1/12  
FUNDS AVAILABLE: OMB DIRECTOR DATE

APPROVED AS TO *[Signature]* 9/26/12  
LEGAL SUFFICIENCY: COUNTY ATTORNEY DATE

*[Signature]* 10/21/12  
COUNTY MANAGER / DEPUTY MAYOR DATE

CLERK \_\_\_\_\_  
DATE



**MEMORANDUM**  
(Revised)

**TO:** Honorable Vice Chairwoman Audrey M. Edmonson  
and Members, Board of County Commissioners

**DATE:** December 4, 2012

**FROM:**   
R. A. Cuevas, Jr.  
County Attorney

**SUBJECT:** Agenda Item No. 8(L)(3)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_ ) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 8(L)(3)  
12-4-12

RESOLUTION NO. R-1023-12

RESOLUTION APPROVING CHANGE ORDER NO. 1 FOR A CONTRACT BETWEEN MIAMI-DADE COUNTY AND HORSEPOWER ELECTRIC, INC., FOR A PUBLIC WORKS AND WASTE MANAGEMENT DEPARTMENT PROJECT ENTITLED PROACTIVE STREET LIGHTING REPAIR AND MAINTENANCE CONTRACT - COUNTYWIDE (PROJECT NO. 20100408; CONTRACT NO. 20100408), INCREASING THE CONTRACT AMOUNT BY \$827,290.68 AND ADDING TEN (1) PAY ITEMS

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board approves Change Order No. 1 for a Contract between Miami-Dade County and Horsepower Electric, Inc., for a Public Works and Waste Management Department project entitled Proactive Street Lighting Repair and Maintenance Contract - Countywide (Project No. 20100408; Contract No. 20100408), increasing the contract amount by \$827,290.68 and adding ten (1) pay items.

The foregoing resolution was offered by Commissioner **José "Pepe" Diaz**,  
who moved its adoption. The motion was seconded by Commissioner **Rebeca Sosa**  
and upon being put to a vote, the vote was as follows:

		Audrey M. Edmonson, Vice Chairwoman	<b>aye</b>
Bruno A. Barreiro	<b>aye</b>	Lynda Bell	<b>absent</b>
Esteban L. Bovo, Jr.	<b>aye</b>	Jose "Pepe" Diaz	<b>aye</b>
Sally A. Heyman	<b>aye</b>	Barbara J. Jordan	<b>absent</b>
Jean Monestime	<b>aye</b>	Dennis C. Moss	<b>aye</b>
Rebeca Sosa	<b>aye</b>	Sen. Javier D. Souto	<b>absent</b>
Xavier L. Suarez	<b>absent</b>	Juan C. Zapata	<b>aye</b>

The Chairperson thereupon declared the resolution duly passed and adopted this 4th day of December, 2012. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: **Christopher Agrippa**  
Deputy Clerk



Approved by County Attorney as  
to form and legal sufficiency.

Hugo Benitez

# MIAMI-DADE COUNTY, FLORIDA

## PUBLIC WORKS AND WASTE MANAGEMENT

### CHANGE ORDER TO ORIGINAL CONTRACT



CHANGE ORDER NO: 1 CONTRACT NO: 20100409 DATE: 9/26/2012  
 PROJECT TITLE: Proactive Street Lighting Repair and Maintenance Contract - Countywide  
 TO CONTRACTOR: HORSEPOWER ELECTRIC INC - 8105 West 20 Avenue Hialeah, Florida 33014

YOU ARE HEREBY REQUESTED TO MAKE THE FOLLOWING CHANGES IN THE PLANS AND SPECIFICATIONS FOR THIS PROJECT AND TO PERFORM THE WORK ACCORDINGLY, SUBJECT TO ALL CONTRACT STIPULATIONS AND COVENANTS.

**Description of work authorized:** The work under this contract consists of, but is not limited to, furnishing all supervision, labor, required materials, equipment and tools for proactively maintaining and repairing roadway lighting throughout Miami-Dade County (MDC). Work includes the repair and replacement of light poles complete with conductors in conduit, pull boxes, load center and the removal of any existing system including any ancillary work necessary to complete the work.

**Monetary Justification:** This Change Order increases the contract amount by \$827,290.68 due to the following:

Subsequent to the Contract's advertisement an additional 2,085 street lights have been constructed under the American Recovery and Reinvestment Act Program and have been incorporated into the project's scope of work, pursuant to the Contract's Supplemental General Conditions, Article 10.01 (A) (Continued below)

**Time Justification:** Not applicable. This Change Order does not increase the contract duration.

This change order includes not only all direct costs of contractor such as labor, material, job overhead, and profit markup; but also includes any costs for modifications or changes in sequence of work to be performed, delays, rescheduling, disruption, extended direct overhead or general overhead, acceleration, material or other escalation which include wages and other impact costs.

Contractor hereby waives, fully releases, discharges and acquits Miami-Dade County of any and all liability for claims, additional costs, and any requests for additional time arising out of the fulfillment of the contract and this change order from the date of the contract award to and including execution of this change order.

Not applicable.

#### SUMMARY OF CONTRACT AMOUNT / TIME

ORIGINAL CONTRACT AMOUNT-----	\$4,096,911.68
COST OF CHANGES PREVIOUSLY ORDERED-----	\$0.00
ADJUSTED CONTRACT AMOUNT PRIOR TO THIS CHANGE-----	\$4,096,911.68
COST OF CHANGES WITH THIS DOCUMENT-----	\$827,290.68
ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE-----	\$4,924,202.36
PERCENT INCREASE WITH THIS CHANGE-----	20%
TOTAL PERCENT INCREASE TO DATE-----	20%
TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE-----	1095 / 0 / 0
CONTINGENCY TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE-----	109 / 0 / 0
ADJUSTED DURATION INCLUDING THIS CHANGE-----	1204

**CERTIFYING STATEMENT:** *The Contractor certifies that the changes and supporting cost data included is in its considered opinion necessary and accurate and that the prices quoted are fair and reasonable.*

Organization	Name	Accepted By:	Title	Date
HORSEPOWER ELECTRIC INC	Michael Martinez, Vice President		Contractor	10/9/12
Surety	Liberty Mutual Ins Co		Surety	10/9/12

**Title** **Name** **Date**

Approved By: County Attorney (for legal sufficiency) 10/21/12

Approved By: County Mayor \_\_\_\_\_

Attested By: Clerk of the Board \_\_\_\_\_

**Monetary Justification (Continued)**

'Location of Work', bringing the new current total to 22,135 street lights. The new street lights to be maintained under the Contract's terms, at \$4.98 per light, equate to an additional \$290,433.60 being requested under this Change Order.

Furthermore, due to the vandalism of the County's street light network during the six month period between the expiration of the previous street light maintenance contract and the commencement of this Contract, the system fell below the required 96% or better uptime for the entire Roadway Street Lighting System. Once this Contract became effective, PWWM requested that the Contractor perform immediate repairs and restoration to address the existing damage to the system resulting from the attempts to remove the copper wiring. Since late 2008, the County's streetlight and traffic signal underground facilities have been severely impacted by the current and ongoing wave of vandalism. The vandalism has impacted approximately 600 streetlights, with the removal of their underground wiring, many of which continue to be affected on a recurring basis. Of the approximate 600 streetlights, 442 were retrofitted at the County's request in an effort to prevent future vandalism. The repairs consisted of replacing the standard copper wire by rewiring the system with aluminum, and installing reinforced pull box lids with locking mechanisms. These repairs amounted to \$536,857.08 and were accomplished using a number of the pay items referenced below. The balance of pay items are included in order to address the potential of additional work, as directed by the engineer, associated with the rewiring of the system due to the ongoing acts of vandalism.

This Change Order also replenishes the Contract's contingency allowance which was depleted to address the above referenced repairs to the system. This allowance would address any future unforeseen condition, as well as provide possible funding should the County wish to exercise the 109 day contingency period included in the Contract's provisions.

The following ten (10) pay items will be implemented at the sole discretion of PWWM when necessary.

**Pay Item No. Description Price/Unit**

715-2-1F Retrofit/rewire pole \$915.00 per pole  
715-14-8 Replace Existing Pull Box (Meter Type Including cover, drainage rock and 5'x5' concrete apron (6" thick) in swale area) \$600.00 ea  
715-2-9B Rewire Service Point/Aluminum Conductors/Includes Service Riser - See Special Provisions \$1,500.00 per service point  
715-14-51 Lighting - Pull Box, F&I Cover Only, Roadside-Molded \$500.00 ea  
715-14-01B Pull-Box Anti-Theft Lock (Invoice Cost + 17%/ea)  
715-14-31 Lighting - Pull Box, Install Cover Only, Roadside-Molded \$100.00 ea  
715-8-1A Wiring Anti-Theft Device, Furnish & Install \$70.00 per conduit  
715-8-3A Wiring Anti-Theft Device, Install Only \$250.00 per pull box  
715-2-2C Repair Underground Vandalism Damage to Conduit Including Restoration \$500.00 per repair

**Time Justification Declaration:**

A time extension is provided for additional work performed outside the scope of the original Contract that affects the critical path schedule of the contracted work or previously approved changes. Should additional work be required which does not affect the critical path schedule, no time extension will be granted. Should one item of additional work run concurrent with another item of additional work, only time not duplicated can be provided.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

5503872

Certificate No. \_\_\_\_\_

American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Liberty Mutual Insurance Company  
Peerless Insurance Company

### POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, DIRK D. DEJONG; FRANK H. FURMAN JR; PHYLLIS A. ARTHUR

all of the city of POMPANO BEACH state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 2nd day of August, 2012.



American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
Peerless Insurance Company  
West American Insurance Company

By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss  
COUNTY OF KING

On this 2nd day of August, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, Peerless Insurance Company and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley  
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company, which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorney-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9 day of OCT, 2012.



By: David M. Carey  
David M. Carey, Assistant Secretary

currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call



miamidade.gov

Sustainability, Planning and Economic Enhancement Department  
111 NW 1 Street, 19<sup>th</sup> Floor  
Miami, Florida 33128  
T 305-375-3111 F 305-375-3160

April 20, 2012

Sent Via E-mail: lis@horsepowerelectric.com

Lis Mondelo  
Horsepower Electric, Inc.  
8105 W. 20<sup>th</sup> Ave.  
Miami, FL 33014

RE: 20100408

Dear Mrs. Mondelo:

Small Business Development (SBD), a Division of the Sustainability, Planning, and Economic Enhancement Department is in receipt of the workforce plan submitted by Horsepower Electric, Inc. for the referenced project. The contract measure established for this project is an 11.2% Community Workforce Program (CWP) goal. Based on the workforce plan submitted, an actual workforce of six (6) is applicable; therefore, Horsepower Electric, Inc. is required to utilize one (1) person from a Miami-Dade County Designated Target Area (DTA). Horsepower Electric, Inc. has submitted one (1) person who resides within a DTA:

**Rolando Rodriguez** 550 SW 115<sup>th</sup> Ave., Miami, FL 33174

Based on this approved workforce member, Horsepower Electric, Inc.'s workforce plan is approved. SBD must be notified of all new hires (name, address, and position) for further CWP compliance review. SBD must also be informed of the release of employees utilized to fulfill the workforce goal. Failure to do so may result in penalties and/or sanctions. Final compliance will be determined at the completion of the project.

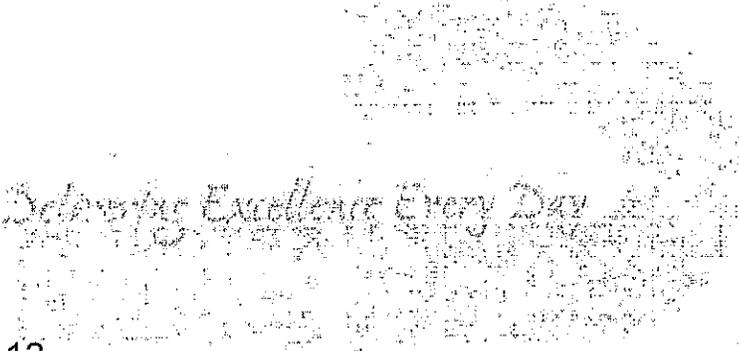
Should you have any questions or need additional information on this project, please call Kelly Duncombe at 305-375-3136.

Sincerely,

Sheri McGriff  
Business Opportunity Support Services Director

SM: kd

C: Alejandro Martinez-Esteve, PWWM  
Alice Hidalgo-Gato, SBD



STRATEGIC AREA: Transportation  
 DEPARTMENT: Public Works

\*\*\*\*\* FUNDED PROJECTS \*\*\*\*\*  
 (dollars in thousands)

**SCHOOL SPEEDZONE FLASHING SIGNALS**

PROJECT # 608740

DESCRIPTION: Install new school flashing signals at 18 remaining locations out of the 238 originally programmed and install 100 dynamic speed feedback signs at 100 sites

LOCATION: Various Sites  
 Various Sites

DISTRICT LOCATED: Countywide  
 DISTRICT(S) SERVED: Countywide

ESTIMATED ANNUAL OPERATING IMPACT: Minimal

REVENUE SCHEDULE:	PRIOR	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	FUTURE	TOTAL
People's Transportation Plan Bond Program	7,391	2,250	2,250	1,449	0	0	0	0	13,340
Charter County Transit System Surtax	1,460	0	0	0	0	0	0	0	1,460
<b>TOTAL REVENUE:</b>	<b>8,851</b>	<b>2,250</b>	<b>2,250</b>	<b>1,449</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>14,800</b>
EXPENDITURE SCHEDULE:	PRIOR	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	FUTURE	TOTAL
Construction	8,851	2,250	2,250	1,449	0	0	0	0	14,800
<b>TOTAL EXPENDITURES:</b>	<b>8,851</b>	<b>2,250</b>	<b>2,250</b>	<b>1,449</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>14,800</b>

**STREET LIGHTING MAINTENANCE**

PROJECT # 6031231

DESCRIPTION: Maintain existing street lighting on an as-needed basis

LOCATION: Various Sites  
 Various Sites

DISTRICT LOCATED: Countywide  
 DISTRICT(S) SERVED: Countywide

ESTIMATED ANNUAL OPERATING IMPACT: Minimal

REVENUE SCHEDULE:	PRIOR	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	FUTURE	TOTAL
FDOT Funds	0	2,237	2,237	2,237	2,237	2,237	0	0	11,185
Secondary Gas Tax	0	763	763	763	763	763	0	0	3,815
<b>TOTAL REVENUE:</b>	<b>0</b>	<b>3,000</b>	<b>3,000</b>	<b>3,000</b>	<b>3,000</b>	<b>3,000</b>	<b>0</b>	<b>0</b>	<b>15,000</b>
EXPENDITURE SCHEDULE:	PRIOR	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	FUTURE	TOTAL
Construction	0	3,000	3,000	3,000	3,000	3,000	0	0	15,000
<b>TOTAL EXPENDITURES:</b>	<b>0</b>	<b>3,000</b>	<b>3,000</b>	<b>3,000</b>	<b>3,000</b>	<b>3,000</b>	<b>0</b>	<b>0</b>	<b>15,000</b>

**STREETLIGHT RETROFIT**

PROJECT # 601760

DESCRIPTION: Retrofit 2,000 street lights of 5,897 remaining to meet required safety standards

LOCATION: Countywide

DISTRICT LOCATED: Countywide  
 DISTRICT(S) SERVED: Countywide

ESTIMATED ANNUAL OPERATING IMPACT: Minimal

REVENUE SCHEDULE:	PRIOR	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	FUTURE	TOTAL
People's Transportation Plan Bond Program	4,912	906	0	0	0	0	0	0	5,818
Charter County Transit System Surtax	93	0	0	0	0	0	0	0	93
<b>TOTAL REVENUE:</b>	<b>5,005</b>	<b>906</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5,911</b>
EXPENDITURE SCHEDULE:	PRIOR	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	FUTURE	TOTAL
Construction	5,005	906	0	0	0	0	0	0	5,911
<b>TOTAL EXPENDITURES:</b>	<b>5,005</b>	<b>906</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5,911</b>



**MIAMI DADE COUNTY**  
**Department of Small Business Development**  
**Firm History Report**

PRIMES

From: 09/05/2007 To: 09/05/2012

FIRM NAME: HORSEPOWER ELECTRIC, INC.  
 8105 W 20th Ave  
 Hialeah, FL 33014

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
* 20070785 (7360)	1	PW	NO MEASURE	12/17/2007	\$500,090.00
INTERNALLY ILLUMINATED STREET NAME SIGNS INSTALLATION (SIC 17)					
* 74063 (7360)	1	MT	GOAL - DBE DBE 16%	02/12/2008	\$747,747.00
SOUTH MIAMI-DADE BUSWAY (PHASE 1) SAFETY IMPROVEMENTS					
20080113 (7360)	1	PW	NO MEASURE	05/22/2008	\$999,999.00
ADVANCED TRAFFIC MAINTENANCE SYSTEM (ATMS) FIELD INSTALLATION CONTRACT (SIC 17)					
20070656	1	PW	NO MEASURE	06/03/2008	\$2,840,263.23
STREET LIGHTING REPAIR AND MAINTENANCE CONTRACT COUNTYWIDE (SIC 17)					
	Change Order# 1	MAY-04-10	150 days		\$500,000.00
					\$3,140,263.23
20070687	1	PW	NO MEASURE	10/07/2008	\$4,564,380.01
REVERSIBLE LANE CONTROL SIGNAL SYSTEM IMPROVEMENT (FORMERLY 20060314 AND 20060042) (SIC 17)					
	Change Order# 1	MAR-01-11	87 days		\$0.00
					\$4,564,380.01



**MIAMI DADE COUNTY**  
**Department of Small Business Development**  
**Firm History Report**

**FIRM NAME:** HORSEPOWER ELECTRIC, INC.  
 8105 W 20th Ave  
 Hialeah, FL 33014

**From:** 09/05/2007 **To:** 09/05/2012

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
20090084-F (7360) ARRA STREET LIGHTING IMPROVEMENTS FM # 426585-1 & 426587-1	1	PW	GOAL - DBE DBE 10%	12/14/2009	\$492,080.16
20090100-F (7360) ARRA STREET LIGHTING IMPROVEMENTS FM # 426588-1	1	PW	GOAL - DBE DBE 10%	01/05/2010	\$643,367.18
* E9281-0710 EMERGENCY STREET LIGHTING SYSTEM REPAIRS (SIC 17)	1	PW	NO MEASURE	02/11/2010	\$100,000.00
20100408 STREET LIGHT MAINTENANCE (SIC 17)	1	PW	NO MEASURE	07/20/2010	\$4,096,911.68
Total Award Amount					\$14,784,748.26
Total Change Orders Approved by BCC					\$500,000.00
Total					\$15,284,748.26

\* Indicates closed or expired contracts  
 Disclaimer: Payments shown may not reflect current information  
 Wednesday, September 5, 2012