

**CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM**

Meeting Date: July 8, 2026

Presenter's Name and Title: James Rowley, Project Manager of Utilities, on behalf of the Utilities Department, and Alicia Ayum, Director of Procurement on behalf of the Procurement Department

Prepared By: Eric Francois, Senior Project Manager of Utilities, and Brenda Martin, Senior Contracts Administration Manager of Procurement.

Temp. Reso. Number: 8730

Item Description: TEMP. RESO. #R8730, APPROVING THE AWARD OF INVITATION FOR BIDS NO. 26-024 (RE-BID), ENTITLED "2MG STORAGE TANK ELECTRICAL SYSTEM REHAB AND UPGRADE PROJECT" TO THE LOWEST, RESPONSIVE AND RESPONSIBLE BIDDER, A. BERNAL SERVICES CORPORATION LLC.; AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROPOSED AGREEMENT WITH A. BERNAL SERVICES CORPORATION LLC IN THE AMOUNT OF \$ 647,694.20 AND A BID ALTERNATE IN THE AMOUNT OF \$49,400.00, AND APPROVING A CONTINGENCY ALLOWANCE IN THE AMOUNT OF \$100,000 FOR A TOTAL PROJECT AMOUNT NOT-TO-EXCEED \$797,094.20. *(Utilities Senior Project Manager James Rowley and Procurement Director Alicia Ayum)*

Consent Resolution Ordinance Quasi-Judicial Public Hearing

Instructions for the Office of the City Clerk: N/A

Public Notice – As required by the Sec. ____ of the City Code and/or Sec. ____, Florida Statutes, public notice for this item was provided as follows: on _____ in a _____ ad in the _____; by the posting the property on _____ and/or by sending mailed notice to property owners within ____ feet of the property on _____
(fill in all that apply)

Special Voting Requirement – As required by Sec. _____, of the City Code and/or Sec. _____, Florida Statutes, approval of this item requires a _____ (unanimous, 4/5ths etc.) vote by the City Commission.

Fiscal Impact: Yes No

REMARKS: Funding of \$797,094.20 is available in Utilities, CIP-Account 410-55-817-533-000-606510-52101, "CIP-Construction".


Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR8730**
 - **Exhibit A: Proposed Construction Agreement with A. Bernal Services, Corp., LLC. with A. Bernal Services, Corp., LLC. Bid attached**
- **Attachment(s)**
 - **Attachment 1: Bid Tab**



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Dr. Roy L. Virgin, City Manager 

BY: Francois A. Domond, P.E., Director of Utilities

DATE: July 2, 2026

RE: Temp. Reso. No. 8730 2MG Storage Tank Electrical System Rehab & Upgrade Project

RECOMMENDATION: The City Manager recommends approval of Resolution (“TR8730”) awarding Invitation for Bids (“IFB”) No. 26-024 (RE-BID), entitled: “2MG Storage Tank Electrical System Rehab and Upgrade Project,” to the lowest responsive and responsible bidder, A. Bernal Services, Corp., LLC; authorizing the City Manager to execute an agreement with A. Bernal Services, Corp., LLC for the provision of services related to the project in the amount of \$647,694.20, including an alternate in the amount of \$49,400.00; approving a contingency allowance in the amount of \$100,000.00; and authorizing a total project amount not-to-exceed \$797,094.20.

ISSUE: City of Miramar’s (“CITY”) Commission approval is required for all expenditures exceeding \$75,000 per vendor limit, in accordance with section 2-412(a)(1) of the City Code.

BACKGROUND: The City of Miramar’s extensive water distribution system includes a two-million-gallon (2 MG) storage tank that serves critical roles of storing and repumping potable water in the distribution system. The 2 MG storage tank was built in 1978 and the electrical system associated with the tank has deteriorated due to age, operational wear and tear, and prolonged exposure to environmental conditions. To maintain system reliability, operational efficiency, and regulatory compliance, the City identified the need to rehabilitate and upgrade the electrical system associated with the facility.

The proposed project includes the provision of all labor, materials, equipment, machinery, tools, and incidentals necessary for the removal and replacement of outdated electrical

components; installation of upgraded electrical systems and associated infrastructure; integration and testing of all electrical equipment; and restoration and commissioning activities necessary to ensure a fully operational system.

DISCUSSION: On April 8, 2026, the City's Procurement Department ("Procurement") publicly advertised the IFB in newspapers of general circulation, on social media platforms, and through DemandStar. A pre-bid conference was held on April 23, 2026, with three (3) companies in attendance. On May 14, 2026, the scheduled bid opening date, the City received three (3) bid proposals.

ANALYSIS: Following Procurement's due diligence review, A. Bernal Services Corp., LLC was determined to be the lowest responsive and responsible bidder that satisfied the minimum qualifications and requirements of the solicitation. The firm submitted a base bid in the amount of \$647,694.20 and an alternate bid in the amount of \$49,400. In addition, staff recommends approval of a contingency allowance in the amount of \$100,000, for a total project amount not-to-exceed \$797,094.20.

The City Manager recommends that the City Commission award IFB No. 26-024 (RE-BID) and authorize the appropriate City officials to execute the agreement with A. Bernal Services, Corp., LLC in the total not-to-exceed amount of \$797,094.20.

Funding for this project is available in the approved Utilities Department Capital Improvement Program budget under CIP Account No. 410-55-817-533-000-606510-52101, "CIP-Construction".

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**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE AWARD OF INVITATION FOR BIDS NO. 26-024 (RE-BID), ENTITLED: "2 MG STORAGE TANK ELECTRICAL SYSTEM REHAB AND UPGRADE PROJECT" TO THE LOWEST, RESPONSIVE AND RESPONSIBLE BIDDER, A. BERNAL SERVICES, CORPORATION LLC; AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROPOSED AGREEMENT WITH A. BERNAL SERVICES, CORPORATION LLC. IN THE AMOUNT OF \$647,694.20 AND A BID ALTERNATE IN THE AMOUNT OF \$49,400 AND APPROVING A CONTINGENCY ALLOWANCE IN THE AMOUNT OF \$100,000 FOR A TOTAL PROJECT AMOUNT NOT-TO-EXCEED \$797,094.20; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miramar's ("City") Water Distribution System includes a two-million-gallon (2 MG) storage tank that serves critical roles of storing and re-pumping potable water throughout the Water Distribution System; and

WHEREAS, the 2 MG storage tank was built in 1978 and the electrical system associated with the tank has deteriorated due to age, operational wear and tear, and prolonged exposure to environmental conditions; and

WHEREAS, to maintain system reliability, operational efficiency, and regulatory compliance, the City identified the need to rehabilitate and upgrade the electrical infrastructure associated with the storage tank; and

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WHEREAS, the proposed project includes the provision of all labor, materials, equipment, machinery, tools, and incidentals necessary for the removal and replacement of outdated electrical components, installation of upgraded electrical systems and associated infrastructure, integration and testing of all electrical equipment, and restoration and commissioning activities necessary to ensure a fully operational system; and

WHEREAS, on April 8, 2026, the City's Procurement Department ("Procurement") publicly advertised Invitation for Bids ("IFB") No. 26-024 (RE-BID), entitled "2MG Storage Tank Electrical System Rehab and Upgrade Project," in newspapers of general circulation, on social media platforms, and through DemandStar; and

WHEREAS, a pre-bid conference was held on April 23, 2026, with three (3) companies in attendance; and

WHEREAS, on May 14, 2026, the scheduled bid opening date, the City received three (3) bid responses; and

WHEREAS, following Procurement's due diligence review, A. Bernal Services, Corp., LLC was determined to be the lowest responsive and responsible bidder that satisfied the minimum qualifications and requirements of the solicitation; and

WHEREAS, A. Bernal Services, Corp., LLC submitted a base bid in the amount of \$647,694.20 and an alternate bid in the amount of \$49,400; and

WHEREAS, staff recommends approval of a contingency allowance in the amount of \$100,000, for a total project amount not-to-exceed \$797,094.20; and

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WHEREAS, funding for this project is available in the approved Utilities Department Capital Improvement Program budget under CIP Account No. 410-55-817-533-000-606510-52101, "CIP-Construction"; and

WHEREAS, the City Manager recommends that the City Commission approve the award of IFB No. 26-024 (RE-BID) and authorize the appropriate City officials to execute an agreement with A. Bernal Services, Corporation LLC for the total project amount not-to-exceed \$797,094.20.

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to award the IFB, No. 26-024 (RE-BID) to A. Bernal Services, Corporation LLC., and authorize the City Manager to execute the proposed agreement in substantial conformity with Exhibit "A," attached hereto.

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**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
MIRAMAR, FLORIDA AS FOLLOWS:**

Section 1: The foregoing “**WHEREAS**” clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: The City Commission approves the award of IFB No. 26-024, entitled:” 2MG Storage Tank Electrical System Rehab and Upgrade Project” to the lowest responsive and responsible bidder, A. Bernal Services, Corporation LLC with a total Base Bid in the amount of \$647,694.20 including an alternate in the amount of \$49,400; approving a contingency allowance in the amount of \$100,000 for a total project amount not-to-exceed \$797,094.20.

Section 3: The City’s Commission authorizes the City Manager to execute the agreement with A. Bernal Services, Corporation LLC., attached hereto as Exhibit “A,” together with such non-substantial changes as are deemed acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4: The appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

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PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

Vice Mayor, Carson "Eddy" Edwards

ATTEST:

City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form and legal sufficiency:

City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

<u>Requested by Administration</u>	<u>Voted</u>
Commissioner Maxwell B. Chambers	_____
Commissioner Avril Cherasard	_____
Commissioner Yvette Colbourne	_____
Vice Mayor Carson "Eddy" Edwards	_____
Mayor Wayne M. Messam	_____



**AGREEMENT BETWEEN THE CITY OF MIRAMAR, FLORIDA
 AND
A. BERNAL SERVICES CORPORATION LLC
 FOR
**2MG STORAGE TANK ELECTRICAL SYSTEM REHAB AND UPGRADE
 IN MIRAMAR, FLORIDA****

THIS AGREEMENT (the "Agreement") is made effective on the last date of execution herein by and between the CITY OF MIRAMAR, FLORIDA (the "City"), a Florida municipal corporation, whose address is 2300 Civic Center Place, Miramar, Florida 33025, and A. Bernal Services Corporation LLC. (the "Contractor") a Florida Limited Liability Company whose principal address is 14850 Dade Pine Avenue, Miami Lakes, Florida 33014.

WITNESSED:

WHEREAS, on [REDACTED], by Resolution No. [REDACTED], the City Commission approved the award of Invitation for Bids No. 26-024(RE-BID) (the "IFB"), entitled: "**2MG STORAGE TANK ELECTRICAL SYSTEM REHAB AND UPGRADE**" (the "Work" or "Services"), to Contractor as the lowest, responsive, responsible, Bidder, whose bid is in the best interest of the City; and

WHEREAS, the City intends to contract for the Services related to the Work and desires to engage the services of Contractor for this purpose; and

WHEREAS, the Contractor desires to contract with the City to provide the Services as set forth in the IFB the terms of which are incorporated and made a part hereof, including all definitions set forth therein.

NOW THEREFORE, the City and Contractor, in consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which is acknowledged, agree as follows:

**ARTICLE 1
DEFINITIONS**

Except as provided herein, terms used in this Agreement are defined in the IFB, which is deemed fully incorporated herein for all purposes, and have the meanings indicated in the IFB or in the General Terms and Conditions incorporated herein by reference. In the event of conflict, the definitions and all other terms and conditions contained in the IFB shall govern.

ARTICLE 2
WORK

The scope of work shall include all tasks and services described in the Contract Documents, as well as those detailed in the Contractor's proposal, attached hereto as **Exhibit "A"**.

ARTICLE 3
CONTRACT TIME

Time is of the essence in the performance of the Work under this Agreement. The commencement date shall be established in the Notice to Proceed. Contractor shall commence the Work within 10 Days from the commencement date. The Work shall be Substantially Complete within 360 Calendar Days after the commencement date given in the Notice to Proceed. The Work shall be Finally Completed for full acceptance by the City within 390 Calendar Days after the commencement date given in the Notice to Proceed.

ARTICLE 4
CONTRACTOR AND CITY'S RELATIONSHIP

4.1 The Contractor accepts the relationship of trust and confidence established between it and the City by this Agreement. The Contractor represents that it will furnish its best skill and judgment in performing the Contractor's Services and the Work, and shall always act to further the interest of the City in the expeditious completion of the Project, at the lowest responsible cost to the City, and in strict accordance with the Contract Documents and prudent and customary industry practices.

4.2 By signing this Agreement, the Contractor accepts a fiduciary duty with the City and warrants and represents to the City that the Contractor:

- A. Has all licenses and certifications required by applicable law to perform the Contractor's Services and the Work;
- B. Is experienced in all aspects of the Work required for projects similar to the Project;
- C. Will act in the City's highest and best interest in performing the Contractor's Services and the Work; and
- D. That no employee or affiliate of the Contractor, including all Subconsultants, Subcontractors and Suppliers, at any tier, has been convicted of a public entity crime pursuant to Section 287.133, Florida Statutes, within the preceding 36 months from the date of execution of this Agreement.

4.3 The Contractor acknowledges and agrees that the City is relying on these representations and covenants as a material inducement to enter into this Agreement.

ARTICLE 5
TERM

The term of this Agreement shall commence upon the date of execution hereof and shall remain in effect until acceptance of the Goods and/or Services by the City, unless terminated earlier as provided herein.

ARTICLE 6
LIQUIDATED DAMAGES

City and the Contractor recognize that time is of the essence of this Agreement and that the City will suffer financial loss if the Work is not completed within the time specified herein. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City and the Contractor agree that as liquidated damages for delay (but not as a penalty), the Contractor shall pay the City \$500 for each Day that expires after the time specified herein for Substantial Completion until Substantial Completion is achieved, and \$500 for each calendar Day that expires after the time herein for Final Completion and full acceptance is achieved. Liquidated damages are cumulative.

ARTICLE 7
CONTRACT PRICE

City shall pay Contractor Six Hundred Forty-Seven Thousand Six Hundred Ninety-Four and 20/100 Dollars (\$647,694.20) and a bid alternate in the amount of Forty-Nine Thousand Four Hundred Dollars (\$49,400) for completion of the Work in accordance with the amount set forth in the Contractor's Bid and in the Contract Documents. The Contractor shall be responsible for reimbursing the City, in addition to liquidated damages, for all costs incurred by the Engineer administering the construction of the Project beyond the Final Completion date specified above or beyond an approved extension of time granted to the Contractor, whichever is later. Such costs shall be deducted from the monies due the Contractor for performance of Work under this Agreement by means of unilateral Change Orders (if any) issued periodically by the City as costs are incurred by the Engineer and agreed to by the City.

ARTICLE 8
PAYMENT PROCEDURES

Compensation shall be invoiced by Contractor and paid by the City as follows: Contractor shall submit monthly invoices to the City for review. Each invoice shall indicate the original fee estimate for the Service provided the invoice date, the amount of the invoice and the estimated fees remaining. Payment for Services rendered by Contractor during the previous billing period shall be due and payable as of the date of the invoice, and shall be paid by the City no later than the 30th Day after the date of invoice, in accordance with Chapter 218, Florida Statutes, Part VIII, Prompt Payment Act, unless some other mutually agreeable period of required payment is established. All invoices are subject to the City's approval.

ARTICLE 9
INDEMNIFICATION

9.1 To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify, defend, and hold harmless the City, its officers, directors, agents, and employees, against and from liabilities damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the contract, but not from

the sole negligence or willful misconduct of the City. Such indemnification by the Consultant shall include but not be limited to the following:

- A. Liability or claims resulting directly or indirectly from the negligence or carelessness of the Contractor, its employees, or agents in the performance of the Work, or in guarding or maintaining the same, or from any improper Materials, implements, or appliances used in the Work, or by or on account of any act or omission of the Contractor, its employees, or agents;
- B. Liability or claims arising directly or indirectly from bodily injury, occupational sickness or disease, or death of the Contractor's or Subcontractor's own employees engaged in the Work resulting in actions brought by or on behalf of such employees against the City and/or the Engineer;
- C. Liability or claims arising directly or indirectly from or based on the violation of any Law, ordinance, Regulation, order, or decree, whether by the Contractor, its employees, or agents;
- D. Liability or claims arising directly or indirectly from the use or manufacture by the Contractor, its employees or agents in the performance of this Agreement, of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance, unless otherwise specifically stipulated in this Agreement;
- E. Liability or claims arising directly or indirectly from the breach of any warranties, whether express or implied, made to the City or any other parties by the Contractor, its employees or agents;
- F. Liabilities or claims arising directly or indirectly from the willful misconduct of the Contractor, its employees or agents; and
- G. Liabilities or claims arising directly or indirectly from any breach of the obligations assumed herein by the Contractor.

9.2 The Contractor shall reimburse the City and the Engineer for all costs and expenses (including but not limited to fees and charges of Engineers, architects, attorneys, and other professionals and court costs) incurred by the City and the Engineer in enforcing the provisions of this indemnification.

9.3 This indemnification obligation shall not be limited in any way by any limitation of the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts, or insurance coverage.

9.4 The Contractor acknowledges receipt and the adequacy of the specific consideration in the amount of \$100.00, which sum was included in the total Bid Price and is included in the Contract Price to be paid by City to the Contractor as consideration for the indemnification given by the Contractor to the City.

9.5 Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled to by law, including but not limited to the City's sovereign immunity set forth in Section 768.28, Florida Statutes.

ARTICLE 10 **TERMINATION**

10.1 TERMINATION OF AGREEMENT BY CITY (CONTRACTOR DEFAULT):

In the event of default by the Contractor, the City shall provide Contractor with 10 Days written notice of City's intent to terminate this Agreement and provide the Contractor an opportunity to remedy the conditions constituting the default. It shall be a default by the Contractor whenever Contractor shall:

- A. Declare bankruptcy, become insolvent, or assign its assets for the benefit of its creditors;
- B. Fail to provide Materials or workmanship meeting the requirements of the Contract Documents;
- C. Disregard or violate provisions of the Contract Documents or Engineer's or City's instructions;
- D. Fail to execute the Work or provide Services on a timely basis or according to the Contract Documents;
- E. Fail to provide a qualified superintendent, competent workmen, or Materials or equipment meeting the requirements of the Contract Documents; or
- F. Fail in any other material way to comply with the requirements of the Contract Documents.

10.1.1 If the Contractor fails to remedy the conditions constituting default within 10 Days from the date of the City's written notice of its intent to terminate this Agreement, the City may then issue a Notice of Termination and terminate this Agreement.

10.1.2 In the event the Agreement is terminated for Contractor's default, the City may take possession of the Work and may complete the Work by whatever method or means the City may select. The cost of completing the Work shall be deducted from the balance which would have been due the Contractor had the Agreement not been terminated and the Work completed in accordance with the Contract Documents. If such cost exceeds the balance which would have been due, the Contractor shall promptly pay the excess amount to the City. If such cost is less than the balance which would have been due, the Contractor shall have no claim to the difference and waives any such balance by virtue of the default. In the event it is adjudicated that Contractor was not in default, the Contract shall be deemed to have been terminated for convenience as described below.

10.2 TERMINATION OF AGREEMENT BY CITY (FOR CONVENIENCE):

The City may terminate this Agreement at any time if it is in the City's interest to do so. The City shall provide 10 days' notice in the event that it exercises this provision. In such a case, the Contractor shall have no claims against the City except: (1) for the value of Work performed up to the date the Agreement is terminated; and (2) for the cost of Materials and equipment on hand, in transit, or on definite commitment, as of the date this Agreement is terminated and that would be needed in the Work and that meets the requirements of the Contract Documents.

ARTICLE 11
DEFAULT

11.1 An event of default shall mean a breach of this Agreement by Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include the following:

- A. Contractor has not performed Services on a timely basis as set forth in the Project Schedule to be delivered to and accepted by the City prior to commencement of work;
- B. Contractor has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled staff personnel;
- C. Contractor has failed to make prompt payment to Subconsultants or Suppliers (if any) for any Services;
- D. Contractor has become insolvent or has assigned the proceeds received for the benefit of Contractor's creditors, or Contractor has taken advantage of any insolvency statute or debtor/creditor law or, if Contractor's affairs have been put in the hands of a receiver;
- E. Contractor has failed to obtain the approval of City where required by this Agreement;
- F. Contractor has failed in the honoring of any warranties; or
- G. Contractor has refused or failed, except in the case for which an extension of time is provided, to provide the Services as defined in this Agreement.

11.2 In the event Contractor fails to comply with the provisions of this Agreement, City may declare Contractor in default, notify Contractor in writing, and give Contractor 15 calendar Days to cure the default. If Contractor fails to cure the default, compensation will only be due for any completed professional Services, minus any damages pursuant to Article 10.2. In the event payment has been made for such professional Services not completed, Contractor shall return these sums to City within ten (10) days after notice that these sums are due. Nothing in this Section shall limit City's right to terminate, at any time, pursuant to Article 10 above, and its right for damages under Article 11.2.

11.3 In the event of Default, Contractor shall be liable for all damages resulting from the default, including but not limited to:

- A. Lost funding, and

- B. The difference between the cost associated with procuring services and the amount actually expended by City, including procurement and administrative costs.

11.4 City may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by City. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. City's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to City at Law or in equity.

ARTICLE 12

DELIVERY OF MATERIALS

12.1 Upon receipt of notice of termination under Articles 10 or 11 above, Contractor shall immediately deliver to City all Materials held or used by Contractor in connection with the Services except those Materials, if any, owned by Contractor or supplied by Contractor at Contractor's own cost. If, at the time of termination further sums are due Contractor, Contractor shall not be entitled to sums until all Materials required to be delivered to the City are delivered in electronic format, including any additional format of delivery of Materials requested by the City.

12.2 Upon receipt of notice of termination for any reason, Contractor shall promptly cease all Services, except for additional Services that the City may, in its discretion, request Contractor to perform. Contractor shall perform additional Services with the standard of care as stated in Article 4 above.

ARTICLE 13

CONTRACT DOCUMENTS

13.1 The Contract Documents which comprise the entire agreement between City and Contractor concerning the Work consist of this Agreement, including amendments hereto and the following:

- All Change Orders (if any) which may be delivered or issued after the Effective Date of this Agreement;
- All Addenda;
- Contractor's Bid;
- Solicitation, General Provisions;
- General Conditions;
- Technical Specifications;
- Referenced Standard Specifications; and
- Drawings.

13.2 There are no Contract Documents other than those listed herein. The Contract Documents may only be amended by written Change Order (if any) as provided in the General Conditions. In the event of any conflict between this Agreement and any other of the Contract Documents, this Agreement and amendments shall govern first and then the other Contract Documents in the order listed above.

ARTICLE 14
ASSIGNMENT

No assignment by the Contractor of any rights or obligations hereunder or interests in the Contract Documents will be binding on the City without the written consent of the City, which may be withheld for any reason, in the City's sole discretion.

ARTICLE 15
APPLICABLE LAW; ACCIDENT PREVENTION AND REGULATIONS

Contractor shall comply with all applicable Laws and Regulations at all times. Precautions shall be exercised at all times for the protection of persons and property. The Contractor and all Subcontractors shall conform to all OSHA, federal, state, county and City Regulations while performing under the terms and conditions of this Agreement. Any fines levied by the above-mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the Contractor.

ARTICLE 16
AUDIT AND INSPECTION RIGHTS

16.1 Audit and Inspection Rights

- A. The City may, at reasonable times and for a period of up to three years following the date of Final Completion, audit, or cause to be audited, those books and records of Contractor that are related to Contractor's performance under this Agreement. Contractor agrees to maintain all such books and records at its principal place of business for a period of three years after final payment is made under this Agreement.
- B. The City may, at reasonable times during the term hereof, inspect Contractor's facilities and perform such inspections as the City deems reasonably necessary to determine whether the Services required to be provided by Contractor under this Agreement conform to the terms hereof and/or the terms of this Agreement. Contractor shall make available to the City all reasonable facilities and assistance to facilitate the performance of inspections by the City's representatives. All inspections shall be subject to, and made in accordance with, all applicable Laws, including but not limited to the provisions of the City Code and the Code of Broward County, Florida, as same may be amended or supplemented from time to time.
- C. The City may, as deemed necessary, require from the Contractor support and/or documentation for any submission. Upon execution of the Agreement, the Contractor agrees that the City shall have unrestricted access during normal working hours to all Contractor's records relating to

this Project, including hard copy as well as electronic records, for a period of three years after Final Completion.

- D. In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the City or the Comptroller General of the United States.

16.2 Access to Records

- A. The contractor agrees to provide the City, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The contractor agrees to provide the City's authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

ARTICLE 17 **NON-SOLICITATION**

Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability at its discretion, to deduct from the Contract Price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 18 **PUBLIC RECORDS**

18.1 The Contractor shall comply with The Florida Public Records Act as follows:

- A. Keep and maintain public records in the Contractor's possession or control in connection with the Contractor's performance under this Agreement, that ordinarily and necessarily would be required by the City in order to perform the service.
- B. Upon request by the City's records custodian, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement, and following completion of this Agreement until the records are transferred to the City.
- D. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of the Contractor shall be delivered by the Contractor to the City, at no cost to the City, within seven (7) days. All records stored electronically by the Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
- E. The Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.
- F. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City. Any compensation due to the Contractor shall be withheld until all documents are received as provided herein.
- G. **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, dagibbs@miramarfl.gov OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.**

ARTICLE 19
COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

19.1 Contractor understands that agreements between private entities and local governments are subject to certain Laws and Regulations, including, by example and not limited to, Laws pertaining to public records, conflict of interest, and record keeping. Contractor agrees to comply with and observe all applicable Laws, codes and ordinance as they may be amended from time to time.

19.2 The Contractor agrees that it shall not make any statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the City and securing prior written consent, unless and except otherwise required by Law. The Contractor also agrees that it shall not publish, copyright or patent any of the data developed under this Agreement, it being understood that such data or information are works made for hire and the property of the City.

19.3 The knowing employment by Contractor or its Subcontractors or Subconsultants of any alien not authorized to work by the immigration Laws or the Attorney General of the United States is prohibited and shall be a default of this Agreement.

ARTICLE 20 **CERTIFICATE OF COMPETENCY**

Contractor shall, at the time of executing this Agreement, hold a valid certificate of competency or applicable license for providing the Services, if applicable, issued by the federal, state, or county examining board qualifying the Contractor to perform the Work. If a Subcontractor(s) or Subconsultant(s) is employed, an applicable certificate of competency or license issued to the Subcontractor(s) or Subconsultant(s) shall be submitted along with Contractor's certificate or license upon execution of this Agreement; provided, however, that the City may, at its sole option, upon written approval to Contractor, and in its best interest, allow Contractor to supply the certificate(s) to the City during the first week of Work or Services.

ARTICLE 21 **INSURANCE**

21.1 Contractor shall maintain the following required types and minimum limits of insurance coverage during the term of the Agreement. The Contractor shall furnish the City's Risk Manager, at 2300 Civic Center Place, Miramar, Florida 33025, with certificates of insurance and all required endorsements indicating that insurance coverage has been obtained and meets the requirements below:

- A. Comprehensive General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 per occurrence. The City **must** be shown as an additional insured and with waiver of subrogation in its favor on both endorsements.
- B. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Work, in an amount not less than \$1,000,000 per occurrence. Coverage shall stipulate that it is primary over any insurance or self-insurance program available to the City, (if applicable).
- C. Workers' Compensation Insurance for all employees of the Vendor as required by Florida Statute Chapter 440, and Employer's Liability limits of not less than \$1,000,000 per accident.
- D. The insurance coverage required shall include those classifications, as listed in the standard liability insurance manuals, which most nearly reflect the operations of the Contractor.
- E. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:
 - i. The company must be rated no less than "A" as a management, and no less than "Class VII" as to financial strength, by the latest edition of Best's Key Rating Guide.

21.2 This Agreement shall not be deemed approved until the Contractor has obtained all insurance requirements under this section and has supplied the City with evidence of such coverage in the form of a Certificate of Insurance and endorsement. The City shall be named as the certificate holder and an additional insured on all certificates. All liability insurance policies shall have endorsements adding the City of Miramar as an additional insured, a waiver of subrogation in favor of the City and a separate endorsement for automobile liability. Insurance shall be maintained continuously during the term of the Contract up to the date of Final Completion, but the Contractor's liabilities under this Agreement shall not be deemed limited in any way to the insurance coverage required.

21.3 Insurance shall be maintained continuously during the term of the Contract up to the date of Final Completion, but the Contractor's liabilities under this Agreement shall not be deemed limited in any way to the insurance coverage required. All policies of insurance so required to be purchased and maintained shall contain a provision of endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least 30 calendar days' written notice has been given to the City by certified mail.

ARTICLE 22

INDEPENDENT CONTRACTOR

Contractor has been procured and is being engaged to provide Services to the City as an independent contractor, and not as an agent or employee of the City. The Contractor will be responsible for planning all the work without the assistance of City staff. Accordingly, Contractor shall not attain nor be entitled to any rights or benefits of the City, nor any rights generally afforded, classified or unclassified, employees of the City. Contractor further understands that Florida Workers' Compensation benefits available to employees of the City are not available to Contractor, and agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering Services to the City under this Agreement.

ARTICLE 23

REAFFIRMATION OF REPRESENTATIONS

Contractor reaffirms all of the representations contained in the Solicitation documents and previously made in all Contract Documents.

ARTICLE 24

COSTS AND ATTORNEY FEES

If either City or Contractor is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to court costs and reasonable attorney's fees.

ARTICLE 25
COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

ARTICLE 26
WAIVER

The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure. No waiver shall be effective unless made in writing.

ARTICLE 27
BINDING AUTHORITY

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

ARTICLE 28
NOTICES

All notices or other communications required under this Agreement shall be in writing and shall be given by Electronic Mail Transmittal, hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered, or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

**TO: A. BERNAL SERVICES
CORPORATION LLC**

ATTN: Armando Bernal,
Owner
A. Bernal Services Corp LLC
14850 Dade Pine Avenue
Miami Lakes, Florida 33014
Telephone: (786) 299-6806
Fax: _____
Email: armando@abernalservicescorp.net

TO: CITY OF MIRAMAR

ATTN: Dr. Roy L. Virgin,
City Manager
CITY OF MIRAMAR
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3120
Fax: (954) 602-3672
Email: rvirgin@miramarfl.gov

WITH A COPY TO:

City Attorney
Austin Pamies Norris Weeks Powell, PLLC
401 NW 7th Avenue
Ft. Lauderdale, FL 33311
Tel: 954-768-9770
Fax: 954-768-9790
Email: miramarcityattorney@apnwplaw.com

ARTICLE 29
CITY'S OWN FORCES

29.1 The City reserves the right to perform operations related to the Project with the City's own forces, and to award contracts in connection with the Project which are not part of the Contractor's responsibilities under this Agreement.

29.2 The City will have the right to inspect and conduct periodic inspections of the Work and/or Materials to determine compliance with the requirements of the Contract. Any Work and/or Materials rejected by the City for non-compliance shall be replaced and/or corrected at the Contractor's expense. Failure to reject Defective Work and/or Materials, whether from lack of discovery of such defect or for any other reason, will not relieve the Contractor from responsibility to complete the Work in full compliance with all Contract requirements and shall in no way prevent later rejection of such Defective Work when discovered.

ARTICLE 30
LIMITATION OF LIABILITY

30.1 The City desires to enter into this Agreement only if in so doing the City can place a limit on City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the fee paid to Contractor herein, less any sums paid by the City. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract to be limited to a maximum fee paid to Contractor herein, less any sums paid by the City.

30.2 Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor agrees that the City shall not be liable to Contractor for damages in an amount in excess of the fee paid to the Contractor herein, less any sums paid by the City, for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes.

30.3 In no event shall either party be liable for any indirect, incidental, special, or consequential damages, including, without limitation, loss of profits, revenue, or use

incurred by either party or any third party, whether in an action in contract or tort, even if the other party or any other person has been advised of the possibility of such damages.

ARTICLE 31 **THIRD PARTY BENEFICIARY**

It is specifically agreed to between the City and Contractor executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

ARTICLE 32 **WARRANTY AND GUARANTEE**

Contractor warrants and guarantees that at the conclusion of the Project, a written certificate to the City will be provided stating that all Work has been performed in accordance with the General Conditions. A written warranty will be given to the City against the occurrence of defective Materials and workmanship for a period of one year after acceptance of the Project by the City. At the expiration of the one-year warranty period, Contractor will formally assign to the City all extended and special warranties given by Subcontractor or Subconsultant, manufacturers or Suppliers for their Work or products on the Project and formally notify Subcontractor or Subconsultant and Suppliers of the assignments.

ARTICLE 33 **HEADINGS AND INTERPRETATION**

Title and paragraph headings are for convenient reference and are not a part of this Agreement. Contractor has been given an opportunity for counsel of its choice to review this Agreement. Accordingly, no party shall be deemed to have any benefit as the drafter of the document for interpretation purposes.

ARTICLE 34 **SEVERABILITY**

34.1 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under any applicable Law, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such Laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect for limitation of its use.

34.2 City and Contractor each binds itself, its partners, successors, assign and legal representatives to the other party hereto, its partners, successors, assign and legal representatives in respect of all covenants, agreements and obligations contained in this Agreement and in all the Contract Documents.

ARTICLE 35
SCRUTINIZED COMPANIES

35.1 Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

35.2 If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

35.3 The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

35.4 As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

ARTICLE 36
CONFLICT-OF-INTEREST

36.1 To avoid any conflicts of interest, or any appearance thereof, Contractor, for the term of this Agreement, agrees that it will not represent any private sector entities (including but not limited to developers, corporations, real estate investors, etc.) in Miramar, Florida, without notifying the City of the services to be performed. If after such notification the City reasonably determines that a material conflict exists, Contractor will not perform such conflicting Work. The conditions and requirements of this paragraph will also apply to any Subconsultants utilized by Contractor in completion of the Work tasks under this Agreement.

36.2 Furthermore, Contractor covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interest, direct or indirect, with contractors or vendors providing professional services on projects assigned to Contractor, except as fully disclosed and approved by the City. Contractor further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be

employed. Any such interest on the part of Contractor or its employees must be disclosed in writing to the City.

ARTICLE 37 **NONDISCRIMINATION**

Contractor represents and warrants to the City that Contractor does not and shall not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under this Agreement on account of sex, race, color, ethnic or national origin, religion, marital status, disability, genetic information, age, political beliefs, sexual orientation, gender, gender identification, social and family background, linguistic preference, pregnancy, and any other legally prohibited basis, or any other factor which cannot be lawfully used as a basis for Service delivery. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her sex, race, color, ethnic or national origin, religion, marital status, disability, genetic information, age, political beliefs, sexual orientation, gender, gender identification, social and family background, linguistic preference, pregnancy, and any other legally prohibited basis, or any other factor which cannot be lawfully used as a basis for Service delivery, be excluded from participation in, be denied any Services, or be subject to discrimination under any provision of the General Conditions.

ARTICLE 38 **VENUE AND JURISDICTION**

This Agreement shall be construed and enforced according to the Laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of or relating to this Agreement. Venue for any action arising out of this Agreement shall be in Broward County, Florida.

ARTICLE 39 **SURVIVAL OF PROVISIONS**

Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms or conditions are completed, and shall be fully enforceable by either party.

ARTICLE 40 **E-VERIFY PROGRAM**

In accordance with Florida Statutes §448.095, the Contractor, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-Verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Contractor will not hire any employee who

has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.”

ARTICLE 41
PARTICIPATION PLAN

The City reserves its right to implement a Participation plan for the Project. Contractor agrees to the City’s minimum goal requirement of 20% of the Services to be performed by a CBE / SBE / Local vendor. Contractor agrees to make a good faith effort at recruiting such vendors to complete the Services and shall also submit a Proposed Subconsultants list showing anticipated Approved Vendors.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

ARTICLE 42
ENTIRE AGREEMENT

The Contract Documents constitute the sole and entire agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth therein, are of no force or effect. No modification or amendment thereto shall be valid unless in writing and executed by properly authorized representatives of the parties herein.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

CITY OF MIRAMAR:

A. BERNAL SERVICES CORPORATION LLC:

By: _____
City Manager
Dr. Roy L. Virgin

By: _____
Owner
Armando Bernal

This ____ day of _____, 2026.

Date: _____

ATTEST:

Denise A. Gibbs, City Clerk

Approved as to form and legal sufficiency
for the use of and reliance by the City of
Miramar, Florida only:

City Attorney
Austin Pamies Norris Weeks Powell, PLLC.

**BID COVER SHEET - IFB NO. 26-024(RE-BID)
2MG STORAGE TANK ELECTRICAL SYSTEM REHAB AND UPGRADE**

BIDDER'S NAME (Name of Firm, Entity or Organization): A. Bernal Services Corporation LLC	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: 46-5242596	
NAME AND TITLE OF BIDDER'S AUTHORIZED CONTACT PERSON:	
Name: Armando Bernal	Title: Owner
EMAIL ADDRESS: armando@abernalservicescorp.net	
MAILING ADDRESS: 14850 Dade Pine Avenue, Miami Lakes, Florida 33014	
Street Address: 14850 Dade Pine Avenue	
City, State, Zip: Miami Lakes, Florida 33014	
TELEPHONE: (786) 299-6806	FAX: (_____)
BIDDER'S ORGANIZATION STRUCTURE:	
<input checked="" type="checkbox"/> Corporation _____ Partnership _____ Proprietorship _____ Joint Venture _____ Other (Explain):	
IF CORPORATION:	
Date Incorporated/Organized: 3/28/2014	
State of Incorporation/Organization: Florida	
States registered in as foreign Corporation: N/A	
BIDDER'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS: Electrical Contractor, Specializing in pump stations and water treatment plants.	
LIST NAMES OF BIDDER'S SUBCONTRACTORS AND/OR SUBCONSULTANTS FOR THIS PROJECT: N/A	
BIDDER'S AUTHORIZED SIGNATURE: (the undersigned hereby certifies that this Bid is submitted in response to the Solicitation)	
Signed by: <u>Armando Bernal</u>	Date: <u>4/14/26</u>
Print name: <u>Armando Bernal</u>	Title: <u>Owner</u>

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR BID NON-RESPONSIVE

BID TO: The City of Miramar
Office of the City Clerk
2300 Civic Center Place
Miramar, Florida 33025
via Demandstar.com
Attn: Procurement Department

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with the City in the form included in this City of Miramar, IFB-No. 26-024(RE-BID) to perform the Work as specified or indicated in the Solicitation entitled: **"CITY OF MIRAMAR, 2MG STORAGE TANK ELECTRICAL SYSTEM REHAB AND UPGRADE PROJECT."**

2. Bidder accepts all of the terms and conditions of the Solicitation and Contract Documents, including without limitation those in the Notice Inviting Bids and Instructions to Bidders dealing with the disposition of the Bid Security. The contact person for this Bid is Brenda Martin, who can be reached at: bamartin@miramarfl.gov

3. This Bid will remain open for the period stated in the "Notice Inviting Bids", unless otherwise required by Law. Bidder will enter into a Contract within the time and in the manner required in the "Notice Inviting Bids" and the "Instructions to Bidders", and will furnish the insurance certificates and endorsements, Payment Bond and Performance Bond required by the Solicitation and Contract Documents prior to Bid Award and within the time frame indicated by the City.

4. Bidder has examined copies of all the Solicitation Documents, including acknowledging all addenda.

5. Bidder has familiarized itself with the nature and extent of the Solicitation and Contract Documents; Work, site, and locality where the Work is to be performed; applicable Laws and Regulations; and the conditions affecting cost, progress or performance of the Work, and has made such independent investigations as Bidder deems necessary.

6. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the City.

To all the foregoing, and including all Bid Schedule(s) and information required of Bidder contained in this Bid Form, Bidder further agrees to complete the Work required under the Solicitation and Contract Documents within the Contract Time stipulated in the Solicitation and Contract Documents, and to accept in full payment therefore the Contract Price based on the Total Bid Price(s) named in the aforementioned Bidding Schedule(s).

All representations made by Bidder in this Bid are made under penalty of perjury.

DATED: 05/11/2026

BIDDER: A. Bernal Services Corporation LLC

BY: *Armando Bernal*
(Signature)

TITLE: Owner

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this 11 day of MAY, 2026 by Armando Bernal, who is personally known to me or has produced FIDL B-20-186-30-000-0 as identification.

Queti Rubi Banos
Notary Public
State of Florida at Large



My commission expires: JULY 27, 2029

END OF DOCUMENT

ADDENDA ACKNOWLEDGEMENT FORM

Addendum #

Date Received

Addendum #1

April 8th, 2026

BIDDER:

A. Bernal Services Corporation LLC

(Company Name)



(Signature)

Armando Bernal / Owner

(Printed Name and Title)

END OF DOCUMENT

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR BID NON-RESPONSIVE**

2MG STORAGE TANK ELECTRICAL SYSTEM REHAB AND UPGRADE

IFB NO. 26-024 (RE-BID)

BID FORM SUMMARY

2MG Electrical system Rehabilitation

GENERAL CONDITIONS					
	Description			Cost	
	Mobilization (5% of total Bid Price)			\$63,000.00	
	Bonds				
	Insurance				
	Permit Allowance (any unused amounts to be returned to the City)			\$15,000.00	
	GENERAL CONDITIONS SUBTOTAL:			\$ 78000.00	
VENDOR	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE	LEAD TIME
Eaton Parts	120/208 3PH, 4W ,125A, 42 Circuit Electrical Panel with SDP	1	\$ 14,000.00	\$ 14,000.00	30-40 wks
Eaton	400 A Switchboard 277/480VAC, 3PH, 4W	1	\$ 97,000.00	\$ 97,000.00	80-85 wks
	Equipped With:				
	1 -Main 400A CB				
	1 -SPD				
	1-PXM-2000 PQM				
	3-175A 3p Breakers				
	1-50A 3p Breakers				
Eaton	1-400A main CB 480VAC 3PH 4W	1	\$ 16,000.00	\$ 16,000.00	30-40 wks
Eaton	3 -Enclosed DG1 Passive Filtered Drive : 480VAC, 3PH, 150HP	3	\$ 38,000.00	\$ 114,000.00	50-60 wks
Eaton	System Study, Start up, and Training	1	\$ 33,000.00	\$ 33,000.00	30-40 wks
	EATON PARTS SUBTOTAL:			\$ 274,000.00	

Champion Control	Champion Control Panel	1	\$ 210,000.00	\$ 210,000.00	40-50 wks
	Equipped With:				
	Enclosure NEMA 12 Freestanding Painted Steel Gray, 60x36x24				
	Back Panel				

Duct, Wire & Misc Materials	
Nameplates	
120vac SPD	
Control Circuit Breakers	
Redundant 24vdc Power Supply (+20% spare slots)	
UPS 1000va with Backup Battery	
Allen Bradley ControlLogix PLC System with I/O and Communications Modules – Prosoft Ethernet module (+ 20% spare slots) (Ethernet comms on PLC)	
HMI Display 15" PanelView Plus 7 Performance Touch 24vdc Ethernet DLR	
Ethernet Switch Managed	
Radio 900MHz RS232 2 -Radios (GE Transnet) - Ethernet	
Terminal Blocks	
Fuse Terminal Blocks 24vdc with Fuses	
Fuse Terminal Blocks 120vac with Fuses	
Interposing Relays	
Surge 2-Wire Analog 24vdc	
Surge Digital 120vac	
Fan and Filter 10" 115vac	
Exhaust Fan Filter & Grille Assembly 10"	
Thermostat	
Laptop Shelf	
LED Light Fixture 20"	
Intrusion Switch	
Convenience GFI Receptacles	
Ground Bar & Lugs	
Corrosion Inhibitor	
SHIPPED LOOSE ITEMS:	
Antenna Yagi or Omni 885-975 MHz (Shipped Loose)	
Polyphaser Surge Radio Protection (Shipped Loose)	
Coaxial Cable, 150 Ft (Shipped Loose)	
SOFTWARE & PROGRAMMING:	
Allen Bradley PLC Programming Software (1 License)	
Allen Bradley Local HMI Programming Software (1 License)	
PLC Programming	
Local HMI Programming	
Owner SCADA Programming (Modifications Only. No New Software Licenses)	

	CHAMPION CONTROL PARTS SUBTOTAL:			\$ 210,000.00
Conduit Size	Description	Unit Price per Foot	Qty	Total Price
	Electrical Power Plan (Conduit):			
2.5"	ATS to 400A SWBD 2.5"EMT ABOVE GROUND (distance in ft.=75)	\$ 55.00	1	\$ 4,125.00
1.5"	400A SWBD to VFD's-5, 6 and 7 1.5" Galvanized (Inside Concrete Pad) (distance in ft.=105)	\$ 37.00	1	\$ 3,885.00
1.5"	VFD's-5,6 and 7 to Pumps-5, 6 and 7 1.5" EMT ABOVE (distance in ft.=188)	\$ 37.00	1	\$ 6,956.00
0.75"	400A SWBD to 208/120 V XFORMER 0.75" EMT ABOVE GROUND (distance in ft.=40)	\$ 22.00	1	\$ 880.00
1"	208/120V XFROMER to 125A/120v Electrical Panel 1" EMT ABOVE GROUND (distance in ft.=8)	\$ 35.00	1	\$ 280.00
0.75"	120 V Electrical Panel to VFD's-5, 6 and 7 Logic Section 0.75"EMT ABOVE (distance in ft.=162)	\$ 20.00	1	\$ 3,240.00
0.75"	120V Electrical Panel to Control Panel 0.75" EMT ABOVE GROUND (distance in ft.=60)	\$ 20.00	1	\$ 1,200.00
	CONDUIT SIZE SUBTOTAL:			\$ 20,566.00
Electrical Cables	Description	Unit price per foot	QTY	Total Price
	Electrical Power Plan (Cables):			
600KCMIL	ATS to 400A SWBD (distance in ft.=75)	\$ 32.00	3	\$ 7,200.00
2/0 AWG	400A SWBD to VFD's-5, 6 and 7 (distance in ft.=51)	\$ 11.00	3	\$ 1,683.00
2/0 AWG	VFD's-5, 6 and 7 to Pumps-5, 6 and 7 shielded cable 3C w/GND (distance in ft.=188)	\$ 50.00	1	\$ 9,400.00
8 AWG	400A SWBD to 208/120 V XFMR (distance in ft.=40)	\$ 2.00	3	\$ 240.00
2 AWG	208/120V XFMR to 125A/120v Electrical Panel (distance in ft.=8)	\$ 4.00	3	\$ 96.00

12 AWG	120 V Electrical Panel to VFD's-5, 6 and 7 Logic Section (distance in ft.=162)	\$ 1.20	2	\$ 388.80
12 AWG	120V Electrical Panel to Control Panel (distance in ft.= 60)	\$ 1.20	6	\$ 432.00
ELECTRICAL CABLES SUBTOTAL:				\$ 19,439.80
Ground cables	Description	Unit price per foot	Qty	Total Price
Electrical Power Plan (Ground Cables):				
2 AWG	ATS to 400A SWBD (distance in ft.=75)	\$ 4.00	1	\$ 300.00
6 AWG	400A SWBD to VFD's-5, 6 and 7 (unit price per foot=51)	\$ 3.00	1	\$ 153.00
N/A	VFD-5 to Pump-5 (distance in ft.=68)			
N/A	VFD-6 to Pump-6 (distance in ft.=63)			
N/A	VFD-7 to Pump-7 (distance in ft.=57)			
10 AWG	400A SWBD to 208/120 V XFMR (distance in ft.=40)	\$ 1.75	1	\$ 70.00
6 AWG	208/120V XFROMER to 125A/120v Electrical Panel (distance in ft.=8)	\$ 3.00	1	\$ 24.00
12 AWG	120 V Electrical Panel to VFD'S-5, 6 AND 7 Logic Section (distance in ft.=162)	\$ 1.20	1	\$ 194.40
12 AWG	120V Electrical Panel to Control Panel (distance in ft.=60)	\$ 1.20	1	\$ 72.0
GROUND CABLE SUBTOTAL:				\$ 813.40
Conduit Size	Description	Unit price per foot	Qty	Total Price
PLC Cabinet Controls (Conduit):				
1"	PLC Cabinet to VFD-5 1" EMT ABOVE GROUND (distance in ft.= 73)	\$ 25.00	1	\$ 1,825.00
1"	PLC Cabinet to VFD-6 1" EMT ABOVE GROUND (distance in ft.= 77)	\$ 25.00	1	\$ 1,925.00
1"	PLC Cabinet to VFD-7 1" EMT ABOVE GROUND (distance in ft.= 81)	\$ 25.00	1	\$ 2,025.00
0.75"	PLC to Pump-5 0.75" EMT ABOVE GROUND (distance in ft.= 36)	\$ 20.00	1	\$ 720.00
0.75"	PLC to Pump-6 0.75" EMT ABOVE GROUND (distance in ft.= 45)	\$ 20.00	1	\$ 900.00

0.75"	PLC to Pump-7 0.75" EMT ABOVE GROUND (distance in ft.= 54)	\$ 20.00	1	\$ 1,080.00
1"	PLC TO GEN CP 1" EMT ABOVE GROUND (distance in ft.= 22)	\$ 25.00	1	\$ 550.00
1"	PLC to Tank Level ; LSH-1 ,LSL-1 + Modulator valve 1" EMT ABOVE GROUND (distance in ft.= 60)	\$ 25.00	1	\$ 1,500.00
1.5"	PLC to MOV PV 1.5" EMT ABOVE GROUND (distance in ft.= 20)	\$ 30.00	1	\$ 600.00
1"	PLC to MOV PV SPARE 1" EMT ABOVE GROUND (distance in ft.= 20)	\$ 25.00	1	\$ 500.00
1"	PLC to sump Pump SPARE 1" EMT ABOVE GROUND (distance in ft.= 85)	\$ 25.00	1	\$ 2,125.00
0.75"	PLC to ATS 0.75" EMT ABOVE GROUND (distance in ft.= 30)	\$ 20.00	1	\$ 600.00
0.75"	PLC to PSH-5 0.75" EMT ABOVE GROUND (distance in ft.= 73)	\$ 20.00	1	\$ 1,460.00
0.75"	PLC to PSH-6 0.75" EMT ABOVE GROUND (distance in ft.= 77)	\$ 20.00	1	\$ 1,540.00
0.75"	PLC to PSH-7 0.75" EMT ABOVE GROUND (distance in ft.= 81)	\$ 20.00	1	\$ 1,620.00
1"	PLC to 400A SWBD SPARE 1" EMT ABOVE GROUND (distance in ft.= 62)	\$ 25.00	1	\$ 1,550.00
1"	PLC to COMM cabinet 1" EMT ABOVE GROUND (distance in ft.= 57)	\$ 25.00	1	\$ 1,425.00
1"	PLC to COMM POE 1" EMT ABOVE GROUND (distance in ft.= 52)	\$ 25.00	1	\$ 1,300.00
1"	PLC Cabinet to VFD-5 1" EMT ABOVE GROUND (distance in ft.= 73)	\$ 25.00	1	\$ 1,825.00
1"	PLC Cabinet to VFD-6 1" EMT ABOVE GROUND (distance in ft.= 77)	\$ 25.00	1	\$ 1,925.00
1"	PLC Cabinet to VFD-7 1" EMT ABOVE GROUND (distance in ft.= 81)	\$ 25.00	1	\$ 2,025.00
1"	PLC to PIT-1 Chlorine Analyzer 1" EMT ABOVE GROUND (distance in ft.= 19)	\$ 25.00	1	\$ 475.00
0.75"	PLC to LIT-1 0.75" EMT ABOVE GROUND (distance in ft.= 60)	\$ 20.00	1	\$ 1,200.00
1"	PLC to MOV 2" EMT ABOVE GROUND (distance in ft.=22)	\$ 25.00	1	\$ 550.00

1"	PLC to PIT-2,MOV-2 1" EMT ABOVE GROUND (distance in ft.= 85)	\$ 20.00	1	\$ 2,125.00	1700
				AB 6/11/26	
CONDUIT SIZE SUBTOTAL:				\$ 33,370.00	
				32,945	
Electrical Cables	Description	Unit price per foot	Qty	Total Price	
	PLC Cabinet Controls (Cables):				
14 AWG	PLC Cabinet to VFD-5 (distance in ft.= 73)	\$ 1.00	12	\$ 876.00	
14 AWG	PLC Cabinet to VFD-6 (distance in ft.= 77)	\$ 1.00	12	\$ 924.00	
14 AWG	PLC Cabinet to VFD-7 (distance in ft.= 81)	\$ 1.00	12	\$ 972.00	
14 AWG	PLC to Pump-5 (distance in ft.= 36)	\$ 1.00	3	\$ 108.00	
14 AWG	PLC to Pump-6 (distance in ft.= 45)	\$ 1.00	3	\$ 135.00	
14 AWG	PLC to Pump-7 (distance in ft.= 54)	\$ 1.00	3	\$ 162.00	
14 AWG	PLC TO GEN CP (distance in ft.= 22)	\$	12	\$ 264.00	
14 AWG	PLC to Tank Level ; LSH-1 ,LSL-1 + Modulator valve (distance in ft.= 60)	\$ 1.00	6	\$ 360.00	
14 AWG	PLC to MOV PV (distance in ft.= 20)	\$ 1.00	22	\$ 440.00	
N/A	PLC to MOV PV SPARE (distance in ft.= 20)				
N/A	PLC to sump Pump SPARE (distance in ft.= 85)				
14 AWG	PLC to ATS (distance in ft.= 30)	\$ 1.00	12	\$ 360.00	
14 AWG	PLC to PSH-5 (distance in ft.= 73)	\$ 1.00	3	\$ 219.00	
14 AWG	PLC to PSH-6 (distance in ft.= 77)	\$ 1.00	3	\$ 231.00	
14 AWG	PLC to PSH-7 (distance in ft.= 81)	\$ 1.00	3	\$ 243.00	
N/A	PLC to 400A SWBD SPARE (distance in ft.= 62)				
N/A	PLC to COMM cabinet (distance in ft.= 57)				
N/A	PLC to COMM POE (distance in ft.= 52)				
16 AWG	PLC Cabinet to VFD-5 Shielded 2C (distance in ft.= 73)	\$ 4.50	2	\$ 657.00	
16 AWG	PLC Cabinet to VFD-6 Shielded 2C (distance in ft.= 77)	\$ 4.50	2	\$ 693.00	
16 AWG	PLC Cabinet to VFD-7 Shielded 2C (distance in ft.= 81)	\$ 4.50	2	\$ 729.00	
14 AWG	PLC to PIT-1 Chlorine Analyzer Shielded 2C (distance in ft.= 19)	\$ 5.50	3	\$ 313.50	
14 AWG	PLC to LIT-1 Shielded 2C (distance in ft.= 60)	\$ 5.50	2	\$ 660.00	
14 AWG	PLC to MOV Shielded 2C (distance in ft.= 22)	\$ 5.50	12	\$ 1452.00	
14 AWG	PLC to PIT-2,MOV-2 Shielded 2C (distance in ft.= 85)	\$ 5.50	3	\$ 1402.50	

	ELECTRICAL CABLES SUBTOTAL:			\$ 11,201.00
Ground Cables	Description	Unit price per foot	Qty	Total Price
	PLC Cabinet Controls (Ground):			
14 AWG	PLC Cabinet to VFD-5 (distance in ft.= 73)	\$ 1.00	1	\$ 73.00
14 AWG	PLC Cabinet to VFD-6 (distance in ft.= 77)	\$ 1.00	1	\$ 77.00
14 AWG	PLC Cabinet to VFD-7 (distance in ft.= 81)	\$ 1.00	1	\$ 81.00
14 AWG	PLC to Pump-5 (distance in ft.= 36)	\$ 1.00	1	\$ 36.00
14 AWG	PLC to Pump-6 (distance in ft.= 45)	\$ 1.00	1	\$ 45.00
14 AWG	PLC to Pump-7 (distance in ft.= 54)	\$ 1.00	1	\$ 54.00
14 AWG	PLC TO GEN CP (distance in ft.= 22)	\$ 1.00	1	\$ 22.00
14 AWG	PLC to Tank Level ; LSH-1 ,LSL-1 + Modulator valve (distance in ft.= 60)	\$ 1.00	1	\$ 60.00
14 AWG	PLC to MOV PV (distance in ft.= 20)	\$ 1.00	1	\$ 20.00
N/A	PLC to MOV PV SPARE (distance in ft.=20)			
N/A	PLC to sump Pump SPARE (distance in ft.= 85)			
14 AWG	PLC to ATS (distance in ft.= 30)	\$ 1.00	1	\$ 30.00
14 AWG	PLC to PSH-5 (distance in ft.= 73)	\$ 1.00	1	\$ 73.00
14 AWG	PLC to PSH-6 (distance in ft.= 77)	\$ 1.00	1	\$ 77.00
14 AWG	PLC to PSH-7 (distance in ft.= 81)	\$ 1.00	1	\$ 81.00
N/A	PLC to 400A SWBD SPARE (distance in ft.= 62)			
N/A	PLC to COMM cabinet (distance in ft.= 57)			
N/A	PLC to COMM POE (distance in ft.= 52)			
N/A	PLC Cabinet to VFD-5 Shielded (distance in ft.= 73)			
N/A	PLC Cabinet to VFD-6 Shielded (distance in ft.= 77)			
N/A	PLC Cabinet to VFD-7 Shielded (distance in ft.= 81)			
N/A	PLC to PIT-1 Chlorine Analyzer Shielded (distance in ft.= 19)			
N/A	PLC to LIT-1 Shielded (distance in ft.= 60)			
N/A	PLC to MOV Shielded (distance in ft.= 22)			
N/A	PLC to PIT-2,MOV-2 Shielded (distance in ft.= 85)			
	GROUND CABLES SUBTOTAL:			\$ 729.00

AB 6/11/26

		647,694.20	
TOTAL LUMP SUM BASE BID AMOUNT (all subtotal amounts):		\$ 648,119.20	
CONTINGENCY ALLOWANCE (Any unused amounts shall be returned to the City):		\$200,000	
ADD ALTERNATES	Description	Total Price	
	Spare Parts	\$25,000.00	
	Concrete Restoration 6'X3'	\$8,000.00	
	4" Concrete Pad 2.83' X 3.66' (Main Switchboard)	\$3,200.00	
	4" Concrete Pad 2.83' X 12' (3 VFDs)	\$ 6,800.00	
TOTAL ADD ALTERNATES:		\$43,000.00	
Demolition & Removal Add Alternates	Description	Qty	Labor cost
	Square D 400A main Circuit Breaker	1	\$800.00
	Square D Motor control Panel MCC	1	\$800.00
	SquareD RTU Panel	1	\$800.00
	Sequence Control Panel	1	\$800.00
	Square D 100 A Electrical Panel	1	\$800.00
	Square D 125A Electrical panel	1	\$800.00
	Conduit Removal Estimated	1	\$800.00
	Cable Removal Estimated	1	\$ 800.00
TOTAL DEMOLITION AND REMOVAL ADD ALTERNATES		\$6,400.00	

BID FORM SUMMARY

TOTAL LUMP SUM BASE BID AMOUNT:

~~\$648,119.20~~ **647,694.20** AB 6/11/26

(Write Amount in Figures)

AB 6/11/26

TOTAL LUMP SUM BASE BID AMOUNT:

Six hundred forty ~~eight~~ **seven** thousand one hundred ~~nineteen~~ **six** ~~dollars~~ **ninety-four** dollars and twenty cents

(Write Amount in words)

TOTAL ADD ALTERNATES:

\$49,400.00

(Write Amount in Figures)

TOTAL ADD ALTERNATES:

Forty nine thousand four hundred dollars and zero cents

(Write Amount in words)

AMOUNTS SHALL BE SHOWN IN BOTH WORDS AND FIGURES. IN CASE OF DISCREPANCIES, THE AMOUNT SHOWN IN WORDS SHALL GOVERN FOR EACH BID ITEM AND TOTAL BASE BID.

THE CITY RESERVES THE RIGHT TO APPLY (INDIVIDUALLY) OR COMBINE (IN ANY ORDER) THE PROPOSED ADD ALTERNATES TO THE TOTAL BASE BID AMOUNT AS DEEMED NECESSARY TO ASSURE THE CITY'S BEST INTEREST.

Bidder acknowledges that included in the various items of the Bid or proposal and in the total Bid price are costs for complying with the Florida Trench Safety Act, Florida Statutes Section 553.60-.64. By signing and submitting the Trench Safety Act Compliance Statement, the Bidder is guaranteeing and warranting to the City that it will perform any trench excavation in accordance with applicable trench safety standards. Contract award shall be based upon the Total Bid Price, as identified above, by the lowest responsive, responsible Bidder.

Bidder acknowledges that the purpose of the Bid Worksheet is for Bid balancing comparisons and use as a unit price for potential add/delete items. These Bid Form Summary sheets must be completed in their entirety and returned together with the sealed Bids for the Bid to be deemed complete, responsive and accepted by the city.

Bidder acknowledges that the units that are listed may not be a complete list of units and are provided by the City for informational purposes of bidding. Bidder further acknowledges that the Project shall be completed for the total Lump Sum Project Base Bid based on the Contract Documents and Technical Special Provisions, unless otherwise modified in writing via a formal Contract Amendment and/or Change Order (if any).

Bidder acknowledges that the Bid Form Summary sheet may not include all the specific items found in the Contract Documents and Technical Special Provisions, nor may not represent all the parts of the Project required by this Contract and may be subject to modifications in writing via a formal Contract Amendment and/or Change Order (if any).

Project/Development Name: **CITY OF MIRAMAR – 2MG STORAGE TANK ELECTRICAL SYSTEM REHAB AND UPGRADE, IFB-26-024 (RE-BID).**

Contractor Company Name: A. Bernal Services Corporation LLC

Contractor Acknowledgement Armando Bernal / Owner

Print Name/Title

Armando Bernal

Signature

Date: 5/14/2026

END OF DOCUMENT

INFORMATION REQUIRED OF BIDDER

LIST OF SUBCONTRACTORS:

The Bidder shall list below the name and the location of the place of business of each Subcontractor who will perform Work or labor or render Services to the Contractor in or for the construction of the Work or improvement, or a Subcontractor licensed by the state who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed Drawings contained in the Plans and Specifications, in an amount in excess of one-half of one percent of the Contractor's total base Bid price. The Bidder shall also list below the portion of the Work which will be done by each Subcontractor under the Contract. The Contractor shall list only one Subcontractor for each portion as is defined by the Contractor in its Bid.

<u>Work to be Performed</u>	<u>Subcontract or License Number</u>	<u>Percent of Total Contract</u>	<u>Subcontractor's Name and Address</u>
1. NONE			
2.			
3.			
4.			
5.			
6.			

Note: Attach additional sheets if required.

END OF DOCUMENT

NAMED EQUIPMENT / MATERIAL SUPPLIER LIST:

The Contract Documents are based upon the equipment or products available from the Suppliers listed below. Provisions are made in the Contract Documents for alternate Suppliers in certain instances whose equipment or products may be deemed equivalent in quality. However, the Bidder must indicate in its Bid which named Supplier the Bidder intends to use (in the event an alternate is not accepted) for each item of Equipment/Material listed on this form by circling one of the listed Suppliers below for each type of Equipment/Material noted. Should a Bidder fail to circle a named item in any category, it agrees to furnish the first Supplier listed (denoted by the letter "A"). Should a Bidder circle more than one named item in any category, it agrees to furnish the first circled Supplier.

In addition, where noted on the list, the Bidder must provide a price for the Equipment/Material circled exclusive of installation cost. The value referenced is included in the Total Base Bid Price.

Where "or equal" is specified in this Solicitation, the Bidder may write in the proposed "or equal" Supplier name in the "OR EQUAL" SUPPLIER/MATERIAL SUPPLIER LIST, but it must nevertheless also circle one of the listed Suppliers below.

If the proposed "or equal" Supplier is not accepted by the Engineer, the Bidder must furnish the circled Supplier as noted above.

Equipment/Material Item

Supplier

Champion Control Panel

A. Champion Controls

B. CC Controls

A. _____

B. _____

A. _____

B. _____

END OF DOCUMENT

"OR EQUAL" SUPPLIER / MATERIAL SUPPLIER LIST:

The Bidder proposes the following "or equal" Suppliers for the equipment or Material categories so identified:

Equipment or Material Item	Specification Section	Alternate Supplier (list one only per item)
1. N/A		
2.		
3.		
4.		
5.		

The acceptance of equipment or Materials by the proposed "or equal" Suppliers shall be at the sole discretion of the City based on the SUBSTITUTES OR "OR EQUAL" ITEMS requirements of the General Conditions. Note that only one "or equal" Supplier may be proposed per equipment or Material Item. In the event that the single proposed "or equal" item is not ultimately accepted by the City, the Contractor shall furnish the named equipment/Material per the NAMED EQUIPMENT/MATERIAL SUPPLIER LIST.

END OF DOCUMENT



Notification and Acknowledgement of Waste Management Service

The Contractor is hereby notified that Waste Pro is the City's official waste management provider and must be used for all waste disposal activities related to this Project, (if applicable). For assistance, call (954) 967-4200.

Project/Development Name: **CITY OF MIRAMAR, 2MG STORAGE TANK
ELECTRICAL SYSTEM REHAB AND UPGRADE
IFB-No. 26-024(RE-BID)**

Contractor Company Name: A. Bernal Services Corporation LLC

Contractor Acknowledgement Armando Bernal / Owner
Print Name/Title

Armando Bernal
Signature

Date: 4/14/26

END OF DOCUMENT

BIDDER'S GENERAL INFORMATION:

The Bidder shall furnish the following information. Additional sheets shall be attached as required. Failure to complete Item Nos. 1, 3, 6, 7 or 8 will result in the Bid being deemed "Non-Responsive" and may cause its rejection. No award will be made until all of the Bidder's General Information (i.e., items 1 through 8, inclusive) is delivered to the City.

(1) CONTRACTOR'S name and address:
A. Bernal Services Corporation LLC

14850 Dade Pine Avenue, Miami Lakes, Florida 33014

(2) CONTRACTOR'S telephone number: (786) 299-6806

(3) CONTRACTOR'S license: Primary classification: Electrical Contractor

State License No. and Expiration Date: EC13006109 Exp 8/31/26

Supplemental classification held, if any: _____

Name of Licensee, if different from (1) above: _____

(4) Name of person who inspected site of proposed Work for your firm:

Name: Armando Bernal Date of Inspection: 4/23/2026

(5) Name, address, and telephone number of surety company and agent who will provide the required Bonds on this Contract: Type: Security Bondex Associates, LLC

10131 SW 40th Street, Miami FL 33165 Telephone 305-552-5417

(6) **ATTACH TO THIS BID** the resume of the person who will be designated chief construction superintendent or on-site construction manager.

(7) **ATTACH TO THIS BID** a financial statement, references, and other information, sufficiently comprehensive to permit an appraisal of Contractor's current financial condition.

(8) List recent projects completed involving work of similar type and complexity (use separate sheet if required):

<u>Project Name</u>	<u>Contract Price and End Date</u>	<u>Name, address, email and phone number of Contact</u>
<u>1. City of Hollywood E08</u>	<u>\$272,500.00 5/1/2026</u>	<u>Southeastern Engineering Contractor 911 NW 209 Avenue Suite 101 Pembroke Pines, FL 33029 305-557-4226 JC@southeasterneng.com</u>
<u>2. City of Coral Springs 22A & 21D</u>	<u>\$157,000.00 5/2024</u>	<u>Southeastern Engineering Contractor 911 NW 209 Avenue Suite 101 Pembroke Pines, FL 33029 305-557-4226 JC@southeasterneng.com</u>
<u>3. Hollywood W14</u>	<u>\$365,000.00 1/2023</u>	<u>Southeastern Engineering Contractor 911 NW 209 Avenue Suite 101 Pembroke Pines, FL 33029 305-557-4226 JC@southeasterneng.com</u>

END OF DOCUMENT

ANTI-KICKBACK AFFIDAVIT

STATE OF Florida)
COUNTY OF Miami-Dade) ss:

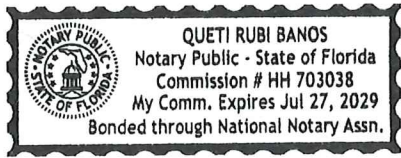
I, the undersigned, hereby duly sworn, depose and say that no portion of the Bid amount herein will be paid to any employees of the City of Miramar or its elected officials, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

DATED: 05/11/2026 BY: *Armando Bernal*
(Signature)
NAME: Armando Bernal
(Print)
TITLE: Owner

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this 11 day of May, 2026 by Armando Bernal, who is personally known to me or has produced FDL-B320-286-30-000-0 as identification.

Queti Rubi Banos
Notary Public
State of Florida at Large



My commission expires: July 27, 2029

END OF DOCUMENT

PUBLIC ENTITY CRIMES

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

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

1. This sworn statement is submitted to City of Miramar
by A. Bernal Services Corporation LLC
for 2MG Storage Tank Electrical System Rehab and Upgrade Project
whose business address is 14850 Dade Pine Avenue, Miami Lakes, Florida 33014

and (if applicable) its Federal Employer Identification Number (FEIN) is 46-5242596

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

2. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal Law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Section 283.133(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 a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Section 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 of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate"

includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bids 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.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (Indicate which statement applies).

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

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

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

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

DATED: 05/11/2026

BY: *Armando Bernal*
(Signature)

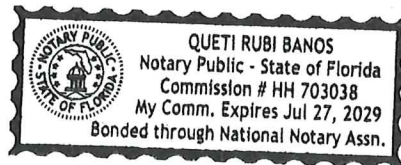
NAME: Armando Bernal
(Print)

TITLE: Owner

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this 11 day of May, 2026 by Armando Bernal, who is personally known to me or has produced FDL-B20-286-30-000-0 as identification.

Queti Rubi Banos
Notary Public
State of Florida at Large



My commission expires: JULY 27, 2029

END OF DOCUMENT

TRENCH SAFETY ACT COMPLIANCE STATEMENT

Project Name: **CITY OF MIRAMAR- 2MG STORAGE TANK ELECTRICAL SYSTEM
REHAB AND UPGRADE**

Project Number: IFB-No. 26-024(RE-BID)

Project Location: 8811 Fogg Road, Miramar, Fl 33023.

Instructions:

Chapter 90-96 of the Laws of Florida requires all contractors engaged by the City of Miramar, Florida to comply with Occupational Safety and Health Administration Standard 29 C.F.R. s. 1926.650, Subpart P. All prospective contractors are required to sign the compliance statement and provide compliance cost information where indicated below. The costs for complying with the Trench Safety Act must be incorporated into this Project's base Bid as shown on page 1 of this document.

Certify this form in the presence of a notary public or other officer authorized to administer oaths.

CERTIFICATION

1. I understand that Chapter 90-96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard, Standard 29 C.F.R. s. 1926.650, Subpart P. I will comply with the Trench Safety Act, and I will design and provide safety systems at all trench excavations in excess of five feet in depth for this Project.
2. The estimated cost imposed by compliance with the Trench Safety Act will be:

ZERO Dollars \$ 0.00
(Written) (Figures)

3. The amount listed above has been included within the Base Bid as listed on this Proposal Form.

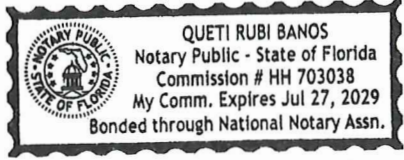
Certified: A. Bernal Services Corporation LLC
(Company Contractor)
By: Armando Bernal *Armando Bernal*
(President/ Principal's Signature)
Armando Bernal
(President/ Principal's Type or Print Name)

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this 11 day of MAY, 2026 by Armando Bernal, who is personally known to me or has produced FDL-B320-286 30-000-0 as identification.

Queti Rubi Banos
Notary Public
State of Florida at Large

My commission expires: JULY 27, 2029



END OF DOCUMENT

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

Armando Bernal being first duly sworn, deposes and says that:

- (1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of A. Bernal Services Corporation LLC, the Bidder that has submitted the attached Bid;
- (2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

Ho

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

Signed, sealed and delivered
In the presence of:

Queti Rubi Banos
Witness

Isabella Garcia
Witness

By: Armando Bernal *Armando Bernal*

Armando Bernal
(Print Name)

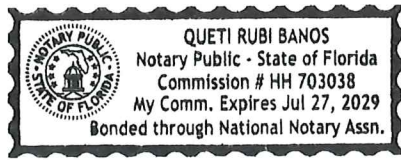
Owner
(Title)

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this 11 day of May, 2020, by Armando Bernal, who is personally known to me or has produced FDL-B320-286-30-000-0 as identification.

Queti Rubi Banos
Notary Public
State of Florida at Large

My commission expires: July 27, 2029



END OF DOCUMENT

DRUG FREE WORKPLACE (Tie Bid Form)
FLORIDA STATE STATUTE SECTION 287.087

Identical Tie Bids: Preference shall be given to business with drug-free workplace programs. Whenever two or more bids are equal with respect to price, quality and services, and are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through the implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Armando Bernal

4/14/26

Bidder's Signature

Date

Armando Bernal

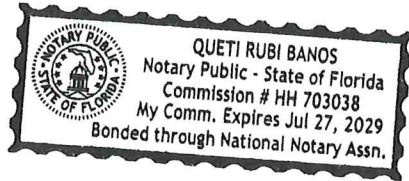
STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this 11 day of May, 2026 by Armando Bernal, who is personally known to me or has produced FLDL-B370-286-30-000-0 as identification.

Queti Rubi Banos

Notary Public
State of Florida at Large

My commission expires: JULY 27, 2029



END OF DOCUMENT

BUSINESS/VENDOR PROFILE SURVEY

Name of Business: A. Bernal Services Corporation LLC

Address: 14850 Dade Pine Avenue, Miami Lakes, Florida 33014

Phone No.: (786) 299-6806

Email Address: armando@abernalservicescorp.net

Contact Person (Regarding This Form): Armando Bernal

Type of Business (check the appropriate type):

- CONSTRUCTION SERVICES** - Firms involved in the process of building, altering, repairing, improving or demolishing any structure, building or real property.
- ARCHITECTURE AND ENGINEERING (A&E) SERVICES** - Firms involved in architectural design, engineering services, inspections and environmental consulting (materials and soil testing) and surveying.
- PROFESSIONAL SERVICES** - Includes those services that require special licensing, educational degrees, and unusually highly specialized expertise.
- BUSINESS SERVICES** - Involves any services that are labor intensive and not a construction related or professional service.
- COMMODITIES** - Includes all tangible personal property services, including equipment, leases of equipment, printing, food, building materials, office supplies.
- Business is claiming the CBE/SBE Preference; YES _____ NO X**
A CBE or SBE firm: a Small Business Enterprise (SBE) or a County Business Enterprise (CBE), has a Broward County Business Tax Receipt, is in, and doing Business in Broward County, and certified by the Broward County Office of Economic Development and Small Business Development.
Please attach the Broward County Office of Economic Development and Small Business Development certification form.

(Choose below as applicable)

- Business is claiming local Business Preference YES _____ NO X**
- Business with a location within Miramar**, follows all City licensing requirements and is current on all City taxes. **Attach a copy of a current Miramar Business Tax Receipt to this form.**
- Businesses Employing Miramar Residents** - Business is located outside of the City of Miramar City limits and employs a minimum of 10 full time equivalent ("FTE") Miramar residents, or Miramar residents constitute 20 % of the FTE of the company's local workforce (in Broward and Miami-Dade Counties), whichever is larger. **Submit - Section 13, the Business Employing Miramar Residents Affidavit.**

END OF DOCUMENT

BUSINESS EMPLOYING MIRAMAR RESIDENTS' AFFIDAVIT

The completed and signed form must be returned with the Vendor's submittal if the Vendor is claiming the Business Employing Miramar Residents preference.

Vendor: A. Bernal Services Corporation LLC

Address: 14850 Dade Pine Avenue, Miami Lakes, Florida 33014

Telephone Number: (786) 299-6806 E-Mail Address: armando@abernalservicescorp.net

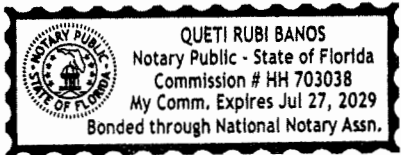
Solicitation No. and Title: 26-024 2MG STORAGE TANK ELECTRICAL SYSTEM REHAB AND UPGRADE

By signing below, I hereby certify that Vendor has 0 total employees (in the company's local workforce Broward and Miami-Dade Counties), of which 0 are full time equivalent Miramar residents.

<u>Armando Bernal</u>	<u>Owner</u>	<u>5/11/2026</u>
Signature	Title	Date

Sworn to (or affirmed) and subscribed before me
by means of physical presence or online notarization,
this 11 day of MAY, 2020 (year), by Armando Bernal

STATE OF Florida
COUNTY OF Miami-Dade
Queti Rubi Banos



Notary Public (Sign name of Notary Public)
My commission expires: JULY 27, 2029 (SEAL)

Personally Known _____ or Produced Identification X
Type of Identification Produced FDL- B320-286-30-000-0

END OF DOCUMENT

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE**

AGREEMENT CERTIFICATE (if Corporation)

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

I HEREBY CERTIFY THAT a meeting of the Board of Directors of the A. Bernal Services Corporation LLC, hereinafter "the Corporation", existing under the laws of the State of Florida, held on May 1st, 2026, the following resolution was passed and adopted: "BE IT RESOLVED THAT Armando Bernal (name), as Owner (title) of the Corporation, be and is hereby authorized to execute an Agreement by and between the Corporation and the City of Miramar, Florida and that his/her execution thereof, attested to by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of the Corporation".

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this 14 day of MAY, 2026.

Nancy Bernal
Secretary



END OF DOCUMENT

CERTIFICATE AS TO CORPORATE PRINCIPAL

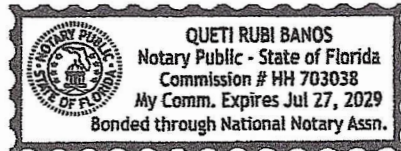
I, Yancy Bernal, certify that I am the Secretary of the corporation named as Principal in the foregoing Payment Bond; that Armando Bernal, who signed the Bond on behalf of the Principal, was then Owner of said corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said corporation by authority of its governing body.

A. Bernal Services Corporation LLC
(Name of Corporation)

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this 11 day of May, 2026 by Armando Bernal, who is personally known to me or has produced FDL- B320-286-30,000-0 as identification.

Queti Rubi Banos
Notary Public
State of Florida at Large



My commission expires: July 27, 2029

- END OF DOCUMENT -



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

MARINA MERCEDES RAMIL, LIONEL D. JORGE of MIAMI, FL

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 9th day of December, 2025.

Assistant Secretary



OLD REPUBLIC SURETY COMPANY

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 9th day of December, 2025, personally came before me, Alan Pavlic and Kevin J. Abitz, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



92-3637

Signed and sealed at the City of Brookfield, WI this 14th day of May, 2026.

Assistant Secretary

ORSC 22282 (3-06)

SECURITY BONDEX INS AGENCY

BID BOND

STATE OF Florida)
) ss:
COUNTY OF Miami-Dade)

KNOW ALL MEN BY THESE PRESENTS that we, A. Bernal Services Corp, LLC, as principal, and Old Republic Surety Company, as Surety, are held and firmly bound unto the City of Miramar ("City"), a municipal corporation of the State of Florida, in the penal sum of Five Percent of the Amount Bid Dollars (\$ 5% of the Amount Bid), lawful money of the United States, for the payment of which sum well and truly to be made for "CITY OF MIRAMAR-2MG STORAGE TANK ELECTRICAL SYSTEM REHAB AND UPGRADE, IFB 26-024 (RE-BID)" we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the principal has submitted the accompanying Bid, dated May 14, 2026.

For:
2MG STORAGE TANK ELECTRICAL SYSTEM REHAB AND UPGRADE, IFB No. 26-024 (RE-BID)

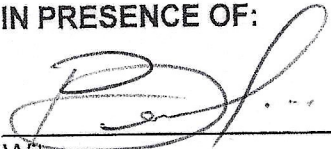
NOW, THEREFORE,

- (a) if said Bid shall be rejected, or
- (b) if said Bid shall be accepted and the Principal shall properly execute and deliver to City the appropriate Contract Documents, and shall in all respects fulfill all terms and conditions attributable to the acceptance of said Bid, then this obligation shall be void. Otherwise, it shall remain in force and in effect, being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

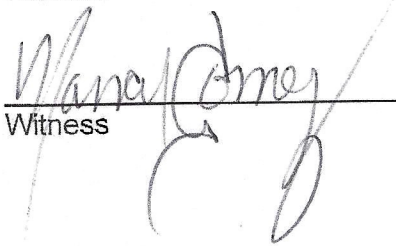
The Surety, for value received, hereby agrees that the obligations of said Surety and/or its Bond shall in no way be impaired or affected by any extension of time within which the City may accept such Bid, and said Surety does hereby waive notice of any extension.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their respective seals this 14th _____ day of May, 2026, the name and the corporate seal of each corporate party being hereto affixed and these presents being duly signed by its undersigned representative.

IN PRESENCE OF:



Witness



Witness

ARMANDO BERNAL

(Individual or Partnership
Principal)

14850 Dade Pine Avenue

(Business Address)

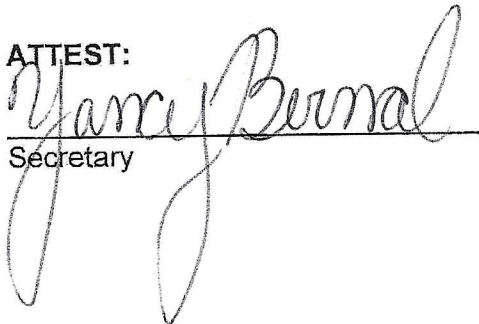
Miami, FL 33014

(City, State, Zip)

(786)-299-6806

(Business Phone)

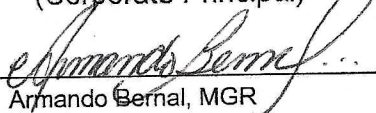
ATTEST:



Secretary

A. Bernal Services Corp, LLC

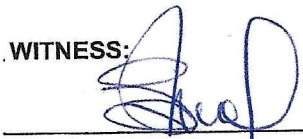
(Corporate Principal)*

By: 

Armando Bernal, MGR

Old Republic Surety Company

WITNESS:



Linda De Castro, Witness



Marina Mercedes Ramil, Attorney-In-Fact

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

END OF DOCUMENT

State of Florida
Affidavit Regarding the Use of Coercion for Labor and Services

Vendor Name: A. Bernal Services Corporation LLC

Vendor FEIN: 46-5242596

Vendor's Authorized Representative Name and Title: Armando Bernal / Owner

Address: 14850 Dade Pine Avenue

City: Miami Lakes State: Florida Zip: 33014

Phone Number: 786-299-6806

Email Address: armando@abernalservicescorp.net

Florida Statute §787.06(13) requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The City of Miramar, Florida is a governmental entity for the purposes of this statute.

As the officer or representative of the company, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against his or her will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied towards the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit;
- Provide controlled substances as outlined in Schedule I or Schedule II of Florida State Statute §893.03 to any person for the purpose of exploitation of that person.

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

Signature: *Armando Bernal*

(Authorized Signature)

Print Name And Title: Armando Bernal / Owner

Date : 5/10/2026

REFERENCE QUESTIONNAIRE

(Any Alterations to this document WILL deem your bid Non-Responsive)

Reference for Contractor: A. Bernal Services Corporation LLC
 Agency Giving Reference: Southeastern Engineering Contractors, Inc
 Person Giving Reference: Jose Carlos Perello
 Telephone: 305-552-5417
 E-Mail: jc@southeasterneng.com
 Name of Project Completed by Contractor: Hollywood W14
 What was the Dollar value of the Project: \$365,000.00
 What was the Completion Date of the Project: 1/2023

Provide a reference for the above named firm by indicating below the level of satisfaction (Satisfactory or Unsatisfactory) with services provided to your agency.

Question	Rating				
	Excellent	Good	Fair	Poor	Unacceptable
Did the contractor complete the project on time, in accordance with specifications?	✓				
Did the contractor submit excessive change orders? If yes, how many? _____	YES			NO	
How would you rate the firm's responsiveness on administrative and service issues?	✓				
How would you rate the quality and experience of the firm's project manager and on-site personnel?	✓				
Was this awarded under a competitive process?	Yes				
How would you rate the contractor's project management, including management of sub contractors?	✓				
Would you use the contractor again?	YES			NO	
Overall, what would you rate their performance?	✓				

The undersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made independently, free from vendor interference/collusion.

Print Name: Jose C. Perello

Title: Senior PM

Sign Name: 

Date: 05/11/26

Additional Comments: _____

**FAILURE TO RETURN THREE (3) VERIFIABLE REFERENCES FROM THREE (3) DIFFERENT SOURCES
 MAY DEEM YOUR BID "NON-RESPONSIVE"**

REFERENCE QUESTIONNAIRE

(Any Alterations to this document WILL deem your bid Non-Responsive)

Reference for Contractor: A. Bernal Services Corporation LLC
 Agency Giving Reference: Southeastern Engineering Contractors, Inc
 Person Giving Reference: Jose Carlos Perello
 Telephone: 305-552-5417
 E-Mail: jc@southeasterneng.com

Name of Project Completed by Contractor: City of Coral Springs 22A and 21D
 What was the Dollar value of the Project: \$157,000.00
 What was the Completion Date of the Project: 5/2024


Provide a reference for the above named firm by indicating below the level of satisfaction (Satisfactory or Unsatisfactory) with services provided to your agency.

Question	Rating				
	Excellent	Good	Fair	Poor	Unacceptable
Did the contractor complete the project on time, in accordance with specifications?	✓				
Did the contractor submit excessive change orders? If yes, how many? _____	YES			NO	
How would you rate the firm's responsiveness on administrative and service issues?	✓				
How would you rate the quality and experience of the firm's project manager and on-site personnel?	✓				
Was this awarded under a competitive process?	Yes				
How would you rate the contractor's project management, including management of sub contractors?	✓				
Would you use the contractor again?	YES			NO	
Overall, what would you rate their performance?	✓				

The undersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made independently, free from vendor interference/collusion.

Print Name: Jose C Perello

Title: Senior PM

Sign Name: 

Date: 05/11/26

Additional Comments: _____

**FAILURE TO RETURN THREE (3) VERIFIABLE REFERENCES FROM THREE (3) DIFFERENT SOURCES
 MAY DEEM YOUR BID "NON-RESPONSIVE"**

REFERENCE QUESTIONNAIRE

(Any Alterations to this document WILL deem your bid Non-Responsive)

Reference for Contractor: A. Bernal Services Corporation LLC
 Agency Giving Reference: Southeastern Engineering Contractors, Inc
 Person Giving Reference: Jose Carlos Perello
 Telephone: 305-552-5417
 E-Mail: jc@southeasterneng.com
 Name of Project Completed by Contractor: City of Hollywood E08
 What was the Dollar value of the Project: \$272,500.00
 What was the Completion Date of the Project: 5/2026

Provide a reference for the above named firm by indicating below the level of satisfaction (Satisfactory or Unsatisfactory) with services provided to your agency.

Question	Rating				
	Excellent	Good	Fair	Poor	Unacceptable
Did the contractor complete the project on time, in accordance with specifications?	✓				
Did the contractor submit excessive change orders? If yes, how many? _____	YES			NO	
How would you rate the firm's responsiveness on administrative and service issues?	✓				
How would you rate the quality and experience of the firm's project manager and on-site personnel?	✓				
Was this awarded under a competitive process?	Yes				
How would you rate the contractor's project management, including management of sub contractors?	✓				
Would you use the contractor again?	YES			NO	
Overall, what would you rate their performance?	✓				

The undersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made independently, free from vendor interference/collusion.

Print Name: Jose C Perello

Title: Senior PM

Sign Name: 

Date: 05/11/26

Additional Comments: _____

**FAILURE TO RETURN THREE (3) VERIFIABLE REFERENCES FROM THREE (3) DIFFERENT SOURCES
 MAY DEEM YOUR BID "NON-RESPONSIVE"**

Martin, Brenda A.

From: Armando Bernal <armando@abernalservicescorp.net>
Sent: Thursday, June 11, 2026 3:29 PM
To: Martin, Brenda A.
Subject: [EXTERNAL] Re: 2MG Storage Tank Electrical System Rehab and Upgrade
Attachments: Elec License Exp 2026.pdf; Bernal bid corrections with initials and date.pdf; Questionnaire BV Underground.pdf; Questionnaire CC Control.pdf

[EXTERNAL EMAIL] Please be cautious
Ensure you trust this sender before clicking on any links or attachments

Good Afternoon Ms. Martin,

All requested items have been addressed and are attached.

Please advise once received and if there is anything else.

On Thu, Jun 11, 2026 at 12:46 PM Martin, Brenda A. <bamartin@miramarfl.gov> wrote:



Good Afternoon Armando,

This is a follow-up from our phone conversation today. As I mentioned, while reviewing your bid the following was noticed:

1. You submitted 3 Reference Questionnaires, but they were all from the same source, Southeastern Engineering Contractors. In the Solicitation Document at the bottom of the Reference Questionnaire form it states: "Failure to return three (3) verifiable references from three (3) different sources may deem your bid non-responsive." It also states the same on page 100-3, paragraph 2A, Contractor Minimum Qualifications, and on page 200-12, paragraph 2.18. Please provide two additional and verifiable references.

2. Please provide a copy of your current state of Florida Contractor license, as the Prime on this project, per the requirements stated on page 100-3, paragraph 1, Contractor Minimum Qualifications.
3. Also, in your Bid Summary Form, the attached corrections were made. Please date and initial by each.

Please return all the aforementioned by the end of business today, June 11, 2026. If there are any questions, please feel free to contact me.

Thank you, and

BE SAFE!



Brenda Martin, JD, MBA

Sr. Contracts Administration Mgr | Procurement Department

City of Miramar | 2200 Civic Center Place, Bldg 'W'

Miramar, Florida 33025

O: 954.602.3311 | F: 954.602.3941 | C: 954-299-7160 |
bamartin@miramarfl.gov

City Hours: M – Th., 7am – 6pm, F – Closed |
www.miramarfl.gov

We Listen. We Care. We Serve!



Please note: Florida has a very broad public records law. Most written communications to or from City officials regarding city business are public records, and are available to the public and media upon request. Your e-mail communications, including your email address, may therefore be subject to public disclosure. This message, together with any attachments, is intended only for the

REFERENCE QUESTIONNAIRE

(Any Alterations to this document WILL deem your bid Non-Responsive)

Reference for Contractor: A. BERNAL SERVICES CORP
 Agency Giving Reference: _____ CC CONTROL CORP
 Person Giving Reference: _____ MATT SKIDMORE
 Telephone: 561-293-3978
 E-Mail: _____ mskidmore@cccontrolcorp.com
 Name of Project Completed by Contractor: LIFT STATION 19A CORAL SPRINGS
 What was the Dollar value of the Project: _____ \$46,704.68
 What was the Completion Date of the Project: 4/23/2026
 Provide a reference for the above named firm by indicating below the level of satisfaction (Satisfactory or Unsatisfactory) with services provided to your agency.

Question	Rating				
	Excellent	Good	Fair	Poor	Unacceptable
Did the contractor complete the project on time, in accordance with specifications?	✓				
Did the contractor submit excessive change orders? If yes, how many? _____	YES		NO		
How would you rate the firm's responsiveness on administrative and service issues?	✓				
How would you rate the quality and experience of the firm's project manager and on-site personnel?	✓				
Was this awarded under a competitive process?	✓				
How would you rate the contractor's project management, including management of sub contractors?	✓				
Would you use the contractor again?	YES		NO		
Overall, what would you rate their performance?	✓				

The undersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made independently, free from vendor interference/collusion.

Print Name: MATTHEW SKIDMORE Title: VICE PRESIDENT

Sign Name: Matthew Skidmore Date: 6/11/2026

Additional Comments: _____

FAILURE TO RETURN THREE (3) VERIFIABLE REFERENCES FROM THREE (3) DIFFERENT SOURCES
 MAY DEEM YOUR BID "NON-RESPONSIVE"

REFERENCE QUESTIONNAIRE


(Any Alterations to this document WILL deem your bid Non-Responsive)

Reference for Contractor: A Bernal Service Corp
 Agency Giving Reference: BV Underground Inc
 Person Giving Reference: Benjamin Vado
 Telephone: 305-878-7480
 E-Mail: bvado@bvunderground.com
 Name of Project Completed by Contractor: Hillcrest-City of Hollywood reclaim water to lake
 What was the Dollar value of the Project: \$49,500.00
 What was the Completion Date of the Project: 5-17-24

Provide a reference for the above named firm by indicating below the level of satisfaction (Satisfactory or Unsatisfactory) with services provided to your agency.

Question	Rating				
	Excellent	Good	Fair	Poor	Unacceptable
Did the contractor complete the project on time, in accordance with specifications?	✓				
Did the contractor submit excessive change orders? If yes, how many? _____	YES			NO	
How would you rate the firm's responsiveness on administrative and service issues?	✓				
How would you rate the quality and experience of the firm's project manager and on-site personnel?	✓				
Was this awarded under a competitive process? Yes					
How would you rate the contractor's project management, including management of sub contractors?	✓				
Would you use the contractor again?	YES			NO	
Overall, what would you rate their performance?	✓				

The undersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made independently, free from vendor interference/collusion.

Print Name: Benjamin Vado Title: President
 Sign Name:  Date: 6-11-26

Additional Comments: We have worked with this contractor on multiple project and have found them to be professional, reliable and responsive. Their work was completed in a timely manner, and they consistently maintain a high standard of quality and safety. We would not hesitate to work with them again.

**FAILURE TO RETURN THREE (3) VERIFIABLE REFERENCES FROM THREE (3) DIFFERENT SOURCES
 MAY DEEM YOUR BID "NON-RESPONSIVE"**



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

BERNAL, ARMANDO

A. BERNAL SERVICES CORPORATION LLC
14850 DADE PINE AVENUE
MIAMI LAKES FL 33014

LICENSE NUMBER: EC13006109

EXPIRATION DATE: AUGUST 31, 2026

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

ISSUED: 06/11/2024

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.



1"	PLC to PIT-2,MOV-2 1" EMT ABOVE GROUND (distance in ft.= 85)	\$ 20.00	1	\$ 2,125.00 1700
CONDUIT SIZE SUBTOTAL:				AB 6/11/26 \$ 33,370.00
				32,945
Electrical Cables	Description	Unit price per foot	Qty	Total Price
	PLC Cabinet Controls (Cables):			
14 AWG	PLC Cabinet to VFD-5 (distance in ft.= 73)	\$ 1.00	12	\$ 876.00
14 AWG	PLC Cabinet to VFD-6 (distance in ft.= 77)	\$ 1.00	12	\$ 924.00
14 AWG	PLC Cabinet to VFD-7 (distance in ft.= 81)	\$ 1.00	12	\$ 972.00
14 AWG	PLC to Pump-5 (distance in ft.= 36)	\$ 1.00	3	\$ 108.00
14 AWG	PLC to Pump-6 (distance in ft.= 45)	\$ 1.00	3	\$ 135.00
14 AWG	PLC to Pump-7 (distance in ft.= 54)	\$ 1.00	3	\$ 162.00
14 AWG	PLC TO GEN CP (distance in ft.= 22)	\$	12	\$ 264.00
14 AWG	PLC to Tank Level ; LSH-1 ,LSL-1 + Modulator valve (distance in ft.= 60)	\$ 1.00	6	\$ 360.00
14 AWG	PLC to MOV PV (distance in ft.= 20)	\$ 1.00	22	\$ 440.00
N/A	PLC to MOV PV SPARE (distance in ft.= 20)			
N/A	PLC to sump Pump SPARE (distance in ft.= 85)			
14 AWG	PLC to ATS (distance in ft.= 30)	\$ 1.00	12	\$ 360.00
14 AWG	PLC to PSH-5 (distance in ft.= 73)	\$ 1.00	3	\$ 219.00
14 AWG	PLC to PSH-6 (distance in ft.= 77)	\$ 1.00	3	\$ 231.00
14 AWG	PLC to PSH-7 (distance in ft.= 81)	\$ 1.00	3	\$ 243.00
N/A	PLC to 400A SWBD SPARE (distance in ft.= 62)			
N/A	PLC to COMM cabinet (distance in ft.= 57)			
N/A	PLC to COMM POE (distance in ft.= 52)			
16 AWG	PLC Cabinet to VFD-5 Shielded 2C (distance in ft.= 73)	\$ 4.50	2	\$ 657.00
16 AWG	PLC Cabinet to VFD-6 Shielded 2C (distance in ft.= 77)	\$ 4.50	2	\$ 693.00
16 AWG	PLC Cabinet to VFD-7 Shielded 2C (distance in ft.= 81)	\$ 4.50	2	\$ 729.00
14 AWG	PLC to PIT-1 Chlorine Analyzer Shielded 2C (distance in ft.= 19)	\$ 5.50	3	\$ 313.50
14 AWG	PLC to LIT-1 Shielded 2C (distance in ft.= 60)	\$ 5.50	2	\$ 660.00
14 AWG	PLC to MOV Shielded 2C (distance in ft.= 22)	\$ 5.50	12	\$ 1452.00
14 AWG	PLC to PIT-2,MOV-2 Shielded 2C (distance in ft.= 85)	\$ 5.50	3	\$ 1402.50

AB 6/11/26

		647,694.20	
TOTAL LUMP SUM BASE BID AMOUNT (all subtotal amounts):		\$ 648,119.20	
CONTINGENCY ALLOWANCE (Any unused amounts shall be returned to the City):		\$200,000	
ADD ALTERNATES	Description	Total Price	
	Spare Parts	\$25,000.00	
	Concrete Restoration 6'X3'	\$8,000.00	
	4" Concrete Pad 2.83' X 3.66' (Main Switchboard)	\$3,200.00	
	4" Concrete Pad 2.83' X 12' (3 VFDs)	\$ 6,800.00	
TOTAL ADD ALTERNATES:		\$43,000.00	
Demolition & Removal Add Alternates	Description	Qty	Labor cost
	Square D 400A main Circuit Breaker	1	\$ 800.00
	Square D Motor control Panel MCC	1	\$ 800.00
	SquareD RTU Panel	1	\$ 800.00
	Sequence Control Panel	1	\$ 800.00
	Square D 100 A Electrical Panel	1	\$ 800.00
	Square D 125A Electrical panel	1	\$ 800.00
	Conduit Removal Estimated	1	\$ 800.00
	Cable Removal Estimated	1	\$ 800.00
TOTAL DEMOLITION AND REMOVAL ADD ALTERNATES		\$6,400.00	

BID FORM SUMMARY

TOTAL LUMP SUM BASE BID AMOUNT:

~~\$648,119.20~~ **647,694.20** AB 6/11/26

(Write Amount in Figures)

AB 6/11/26

TOTAL LUMP SUM BASE BID AMOUNT:

Six hundred forty ~~eight~~ ^{seven} thousand one hundred ~~nineteen~~ ^{six} ~~hundred~~ ^{ninety-four} dollars and twenty cents

(Write Amount in words)



IFB 26-024(RE-BID), 2MG Storage Tank Electrical System Rehab & Upgrade Project

DUE: MAY 14, 2026 @ 2:00 P.M.

#	COMPANY NAME	BASE BID AMOUNT	CORRECTED BASE BID AMOUNT	BID ALTERNATES	CBE/SBE/LOCAL
1	A. BERNAL SERVICES CORPORATION LLC.*	\$648,119.20	\$647,694.20	\$49,400.00	NO/NO/NO
2	COULOMB ENGINEERING, INC.	\$927,109.02		\$67,928.34	NO/NO/NO
3	BENRO ENTERPRISES INC., dba, ROCHA CONTROLS	\$933,304.00		\$15,909.00	NO/NO/NO

NOTE: Offers listed from the Vendors herein are only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late.

* The Actual lowest responsive, responsible and Successful Bidder.