

City of Hollywood, FL Bid No. 17-9621

To: City of Hollywood
2600 Hollywood Blvd.
Hollywood, Florida 33020
Office of City Clerk, room 221

Date: March 3, 2017

Our Quote #: 20322162

Reference: Belt Filter Press Control Panel Upgrade Bid No. 17-9621

Subject: ANDRITZ Separation Incorporated, Bid Proposal Package

ANDRITZ appreciates the opportunity to submit this proposal for the supply of Belt Filter Press Control Panel upgrade for the six (6) ANDRITZ Belt Filter Press Control Panels (BFPCP's) for the city of Hollywood Southern Regional Wastewater Treatment Plant.

This proposal package provides information required to confirm that ANDRITZ is capable of providing the services requested as the BFPCP Original Equipment Manufacturer (OEM) as listed in the Invitation to Bid 17-9621 released with Addendum 2.

ANDRITZ is a global company and has been in the business of providing equipment and upgrades for water and wastewater equipment for more than 30 years in North America and Canada. We have the process experience and dewatering equipment knowledge.

We have provided control and drive system upgrades for all sizes and brands of dewatering equipment including Belt Filter Press and Gravity Belt Thickeners for Seacoast Utilities and Centrifuge upgrades for Miami-Dade County.

Please contact myself or your local area Sales Manager, Gregory Slohoda @ (239) 219-8115 should you have any questions.

Please let us know if we can provide any additional information.

Sincerely,


Jeff Congleton

ANDRITZ Separation Inc.

Service Automation Product Specialist

Jeff.congleton@andritz.com Phone: 817-419-1753

**ANDRITZ Separation Inc. Bid Proposal
CITY OF Hollywood, FL. IFB 17-9621
Belt Filter Press Control Panel Upgrade**

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Submit Bids To:
 City of Hollywood
 2600 Hollywood Boulevard
 Hollywood, Florida 33020
 Office of City Clerk, Room 221

CITY OF HOLLYWOOD, FLORIDA

INVITATION FOR BID

BIDDER ACKNOWLEDGMENT

Bid Title: BELT FILTER PRESS CONTROL PANEL UPGRADE
Bid No.: 17-9621
 A Cone of Silence is in effect with respect to this Bid. The Cone of Silence prohibits certain communications between potential vendors and the City. For further information, please refer to Section 30.15(F) of the City's Code of Ordinances.

Bid must be received prior to 2:00 P.M., March 7, 2017 and may not be withdrawn within 60 calendar days after such date and time. Bids received by the date and time specified will be opened and read publicly at the Southern Regional Wastewater Treatment Plant Conference Room, 1621 N. 14th Avenue, Hollywood, Florida 33019, Building A, 1st Floor at 2:30 P.M. on March 7, 2017. All Bids received after the specified date and time will be returned unopened.
 Senior Project Manager: Jeff Jiang, P.E.
 Telephone No.: (954) 921-3930

BIDDER ACKNOWLEDGMENT

THIS FORM MUST BE COMPLETED AND SUBMITTED ALONG WITH THE COMPLETE BID DOCUMENT BY THE DATE AND THE TIME OF BID OPENING. THE BID SUMMARY SHEET PAGES ON WHICH THE BIDDER ACTUALLY SUBMITS A BID AND ANY PAGES UPON WHICH INFORMATION IS REQUIRED MUST BE COMPLETED AND ATTACHED WITH ALL PAGES OF THE BID DOCUMENT.

Bidder's Name: ANDRITZ SEPARATION INC.	Fed. ID No. or SS Number 59-3773483
Complete Mailing Address: 1010 COMMERCIAL BLVD SOUTH ARLINGTON TX 76001	Telephone No.: 817 419 1753
Do You Have a Permanent Office Located in the City of Hollywood? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Fax No.: 817 419 1953
Indicate type of organization below: Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/> Other	E-Mail Address: JEFF.CONGLETON@ANDRITZ.COM

ATTENTION: FAILURE TO SIGN (PREFERABLY IN BLUE INK) OR COMPLETE ALL BID SUBMITTAL FORMS AND FAILURE TO SUBMIT ALL PAGES OF THE BID DOCUMENT AND ANY ADDENDUMS ISSUED MAY RENDER YOUR BID NON-RESPONSIVE.

CHECK BOX BELOW TO ACKNOWLEDGE THIS BID.
 The undersigned bidder certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, services, or equipment, and is in all respects fair and without collusion or fraud. I certify acceptance of this bid's terms, conditions, specifications, attachments and addenda. Further, by checking the Agree box listed below (if submitting Bid online) and by signing below in blue ink (if submitting Bid via mail, etc.), pages 2 through 5 are acknowledged and accepted as well as any special instruction sheet(s) if applicable. I am authorized to bind performance of this bid for the above bidder.

Agree

Authorized Name (Type or Print)
 JEFF CONGLETON
 Authorized Signature

Title SERVICE PRODUCT SPECIALIST

Date 3/3/17



NOTICE TO ALL BIDDERS AND PROPOSERS

Cone of Silence

The City of Hollywood City Commission adopted Ordinance No. O-2007-05, which created Section 30.15(F) imposing a Cone of Silence for certain City purchases of goods and services.

The Cone of Silence refers to limits on communications held between vendors and vendor's representatives and City elected officials, management and staff during the period in which a Formal Solicitation is open.

The Ordinance does allow potential vendors or vendor's representatives to communicate with designated employees for the limited purpose of seeking clarification or additional information. The names and contact information of those employees that may be contacted for clarification or additional information are included in the solicitation.

The Cone of Silence does not prohibit a vendor or vendor's representative from communicating verbally, or in writing to the City Manager, the City Manager's designee, the City Attorney or the City Attorney's designee on those procurement items to be considered by the City Commission.

The Cone of Silence does not prohibit a vendor or vendor's representative from making public presentations at a duly noticed pre-bid conference or duly noticed evaluation committee meeting or from communicating with the City Commission during a duly noticed public meeting.

The Cone of Silence shall be imposed when a formal competitive solicitation has been issued and shall remain in effect until an award is made, a contract is approved, or the City Commission takes any other action which ends the solicitation.

To view the Cone of Silence, Ordinance No. O-2007-05, go to the City of Hollywood's Official website at <http://www.hollywoodfl.org/ConeOfSilence>

**CITY OF HOLLYWOOD
TERMS AND CONDITIONS**

1. **Execution of Bid:** Bid must contain an original signature of an individual authorized to bind the bidder. Bid must be typed or printed in ink. All corrections made by the bidder to the bid must be initialed by the person signing the bid. All illegible entries, pencil bids or corrections not initialed will not be tabulated. The original bid conditions and specifications cannot be changed or altered in any way. Altered bids will not be considered.
2. **No Bid:** If not submitting a bid, respond by returning this Bidder Acknowledgment form, marking it "NO BID," no later than the stated bid opening date and hour, and explain the reason in the space provided. Failure to respond without sufficient justification may be cause for removal of the bidder's name from the bid mailing list.
3. **Bid Opening:** Shall be public, on date, location and time specified on the bid form. It is the bidder's responsibility to assure that his bid is delivered at the proper time and place. Bids which for any reason are not so delivered will not be considered. It is the bidder's responsibility to assure all numbered pages of the bid, all attachments thereto and all addenda released are received prior to submitting a bid. All bids are subject to the conditions specified herein on the attached bid documents and on any addenda issued thereto.
4. **Addenda to Bid:** The City of Hollywood reserves the right to amend this bid prior to the bid opening date indicated. Only written addenda will be binding. The City is not bound by any oral representations, clarifications, or changes made in the written specifications by the City's employees, unless such clarifications or changes are provided to bidders in written addendum form.
5. **Prices Quoted:** Deduct trade discounts and quote firm net prices. Give both unit and extended total. Prices must be stated in units to quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the unit price quoted will govern and the total will be adjusted accordingly. All prices quoted shall be F.O.B. destination, freight prepaid. (Bidder pays and bears freight charges. Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Cash discounts for prompt payment will not be considered in determining the lowest net cost for bid evaluation purposes.
6. **Withdrawal of Bids:** Bidders may request withdrawal of bid submittal prior to the scheduled bid opening time provided the request for withdrawal is submitted to the Director of Procurement Services in writing. No bids may be withdrawn for a period of ninety (90) days after the date of bid opening.
7. **Mistakes:** Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk.

8. **Taxes:** The City of Hollywood is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the City of Hollywood. Contractors doing business with the City shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City nor shall any contractor be authorized to use the City's tax exemption number in securing such materials.
9. **Delivery:** Unless actual date of delivery is specified (or if specified delivery can not be met) show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays, unless otherwise specified and incorporated into contract document. Delivery shall be to the location specified in the bid specifications.
10. **Conditions and Packaging:** Unless otherwise stated in the special instructions to bidders or the bid sheets, or specifically ordered from an accepted price list, deliveries must consist only of new and unused goods and shall be the current standard production model available at the time of the bid. The goods must be suitably packaged for shipment by common carrier. Each container or multiple units or items otherwise packaged shall bear a label, imprint, stencil or other legible markings stating name of manufacturer or supplier, purchase order number and any other markings required by specifications, or other acceptable means of identifying vendor and purchase order number.
11. **Inspection, Acceptance & Title:** Inspection and acceptance will be at destination unless otherwise provided. Title to or risk of loss or damage to all items shall be the responsibility of the successful bidder until acceptance by the buyer, unless loss or damage results from negligence by the buyer. If the materials or services supplied to the City are found to be defective or not conforming specifications, the City reserves the right to cancel the order upon written notice to the seller and return product at bidder's expense.
12. **Safety Standards:** All manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards there under.
13. **Open-End Contract:** No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open end contract. Estimated quantities will be used for bid comparison purposes only. The City of Hollywood reserves the right to: issue purchase orders as and when required, or issue a blanket purchase order for individual agencies and release partial quantities. No delivery shall become due or be acceptable without a written order by the City, unless otherwise provided in the contract. Such order will contain the quantity, time of delivery and other pertinent data. However, on items urgently required, the seller may be given telephone notice, to be confirmed by an order in writing.
14. **Fixed Contract Quantities:** Purchase order(s) for full quantities will be issued to successful bidder(s) after notification of award and receipt of all required documents. Fixed contract quantities up to twenty (20) percent of the originally specified quantities may be ordered prior to the expiration of one (1) year after the date of award, provided the contractor agrees to furnish such quantities at the same prices, terms and conditions.

15. **Payment**

Payment from City to Contractor: Payment will be made by the City after commodities/services have been received, accepted and properly invoiced as indicated in contract and/or order. Invoices must bear the purchase order number.

A. **Payment from Contractor to Subcontractor and Materials Supplier:** When a contractor receives from the City of Hollywood any payment for contractual services, commodities, materials, supplies, or construction contracts, the contractor shall pay such moneys received to each Subcontractor and Material Supplier in proportion to the percentage of work completed by each Subcontractor and Material Supplier at the time of receipt. If the contractor receives less than full payment, then the contractor shall be required to disburse only the funds received on a pro rata basis with the Subcontractors and Material Suppliers, each receiving a prorated portion based on the amount due on the payment. If the contractor without reasonable cause fails to make payments required by this section to Subcontractors and Material Suppliers within fifteen (15) working days after the receipt by the contractor of full or partial payment, the contractor shall pay to the Subcontractors and Material Suppliers a penalty in the amount of one percent (1%) of the amount due, per month, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed. Retainage is also subject to the prompt payment requirement and must be returned to the Subcontractor or Material Supplier whose work has been completed, even if the prime contract has not been completed. The Contractor shall include the above obligation in each subcontract it signs with a Subcontractor or Material Supplier.

16. **Variations to Specifications:** Bidder must indicate any variance to our specifications, terms and/or conditions, no matter how slight. If variations are not stated in the Bid, it will be assumed that the product or service fully complies with our specifications, terms and/or conditions. The City will not interpret variances based on any attached sales or manufacturer's literature unless otherwise specified herein by the City.

17. **Interpretations:** Any questions concerning conditions and specifications shall be directed in writing to the Procurement Division. No interpretation(s) shall be considered binding unless provided to all Bidders in writing by the Director of the Procurement Services.

18. **Awards:** **If a specific basis of award is not established in the invitation for Bid, the award shall be to the responsible bidder with the lowest responsive bid meeting the written specifications.** As the best interest of the City may require, the right is reserved to make award(s) by individual commodities/services, group of commodities/services, all or none or any combination thereof. When a group is specified, all items within the group must be bid. A bidder desiring to bid "No Charge" on an item in a group must so indicate; otherwise the bid for the group will be construed as incomplete and may be rejected. However, if bidders do not bid all items within a group, the City reserves the right to award on an item by item basis. When a group bid is indicated for variable quantities and the bid for the group shows evidence of unbalanced bid prices, such bid may be rejected. The Director of Procurement Services, or the City Commission, whichever is applicable, reserves the right to waive technicalities and irregularities and to reject any or all bids, or any part of any bid. **The City also reserves the right to award any resulting agreement as it deems will best serve the interests of the City.**

19. **Warranty:** If within one year after project completion, any work is found to be defective, the Contractor shall promptly without cost to the City replace it with non-defective work.
20. **Samples:** Samples of items, when required, must be furnished by bidder free of charge to the City. Each individual sample must be labeled with bidder's name, manufacturer's brand name and be delivered by him within ten (10) calendar days of the bid opening unless the schedule indicates a different time or unless submission is required before the bid opening. If samples are required subsequent to the bid opening, they should be delivered within ten (10) calendar days of the request. The City will not be responsible for returning samples.
21. **Patents and Royalties:** The bidder, without exception, shall indemnify and save harmless the City and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.
22. **Assignment:** Contractor shall not transfer or assign the performance required by this bid without the prior written consent of the Director of Procurement Services. Any award issued pursuant to this bid invitation and the monies which may become due hereunder are not assignable except with the prior written approval of the Director of Procurement Services.
23. **Indemnification:** The Contractor shall indemnify, hold harmless, and defend the City of Hollywood, its officers, agents and employees from and against any and all claims, damages liability, judgements or causes of action including costs, expenses and attorneys fees incurred as a result of any error, omission or negligent act by the Contractor its officers, employees, agents, subcontractors or assignees arising out of this bid.
24. **Equal Employment Opportunity:** No Contractor shall discriminate against any employee or applicant for employment because of race, religion, color, sex or National origin, or physical or mental handicap if qualified. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, color, sex or National origin, or physical or mental handicap. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Contractor further agrees that he/she will ensure that Subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

25. **Local Preference:** Pursuant to §38.50 of the City of Hollywood Code of Ordinances, the City shall grant a preference to Hollywood vendors if their initial bid is within 5% of the bid of the lowest responsive responsible bidder that is a non-local Hollywood vendor. The preference shall allow the local Hollywood vendor to submit a second and final offer which must be at least 1% less than the bid of the lowest responsive responsible non-local Hollywood vendor to be awarded. The local Hollywood vendor shall have the burden of demonstrating that it maintains a permanent place of business with full-time employees within the City limits and has done so for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation within Hollywood, Florida. All supporting documentation (e.g. City of Hollywood valid local business tax receipt) for local preference eligibility must be received with the bid package prior to the bid opening date and time.
26. **ADA Compliance:** “Persons with disabilities who require reasonable accommodation to participate in City Programs and/or services may call the Equal Opportunity Manager, Office of Human Resources and Risk Management (954) 921-3218. If an individual is hearing or speech impaired, please call Florida Relay Service 1-800-955-8771.
27. **Public Entity Crimes:** “A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

**BID FORM
CITY OF HOLLYWOOD, FLORIDA**

“AN EQUAL OPPORTUNITY AND SERVICE PROVIDER AGENCY”

Special Instructions to Bidders (In addition to General Conditions)

SUBMISSION OF FORMAL SEALED BIDS: The Invitation for Bid form must be executed and submitted with all bid sheets and should be in a sealed envelope. The original should be signed in blue ink. The pricing page must be completed in its entirety (all spaces must be filled; no spaces are to be left blank). Bids not submitted on bid sheets and spaces left blank on the pricing page may be rejected. The Bidder must check for any addendums to this bid, and continue to check for any addendums up to the due date and time of this bid. The face of the envelope should contain the vendor's name, return address, due date and time of bid opening, and bid number. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

PURPOSE:

The City of Hollywood, Florida is hereby seeking bids from qualified Belt Filter Press Original Equipment Manufacturer (OEM) for a Turn-Key project which consists on providing all personnel, technical expertise, engineering design, programming, material, components, and equipment necessary to upgrade/refurbish six (6) ANDRITZ 2.0M Belt Filter Press Control Panels (BFPCP) at the City of Hollywood, Southern Regional Wastewater Treatment Plant (SRWWTP).

SCHEDULE:

This project shall be completed within one hundred ^{TWENTY}~~(100)~~ calendar days of issuance of the Notice-to- Proceed.

INSURANCE:

The Contractor shall provide insurance certificates in accordance with the requirements/limits listed in **Exhibit “A”**.

CONTACTS:

The contact for the City of Hollywood regarding this bid is Jeff Jiang, P.E., fjiang@hollywoodfl.org.

QUALIFICATIONS AND DISQUALIFICATIONS OF BIDDERS:

The Contract will be awarded only to a Bidder, who in the opinion of the Engineer, is fully qualified to undertake the work. The City reserves the right before awarding the Contract to require a Bidder to submit such evidence of his qualifications as it may deem necessary and may consider any available evidence of his financial status, technical qualifications and other qualifications and abilities. Any one of the following causes, among others, may be considered as sufficient justification to disqualify a Bidder and reject his Bid:

- A. Submission of more than one Bid for the same work by an individual, firm, partnership or corporation under the same or different names.
- B. Evidence of collusion.
- C. Previous participation in collusive Bidding on work for the City of Hollywood, Florida.
- D. Submission of an unbalanced Bid in which the prices Bid for some items are out of proportion to the prices Bid for other items.
- E. Lack of competency. The Engineer may declare any Bidder ineligible, at any time during the process or receiving Bids or awarding the Contract, if developments arise which, in his opinion, adversely affects the Bidder's responsibility. The Bidder will be given an opportunity, by the Engineer, to present additional evidence before final action is taken.

The bidder must provide as part of their references a minimum of two (2) similar projects performed within the last three (3) years. The projects must be similar in nature and size. Judgment of 'similar projects' is at the sole discretion of the City's Project Manager/Engineer.

- F. Lack of responsibility as shown by past work judged by the Engineer from the standpoint of workmanship and progress.
- G. Uncompleted work for which the Bidder is committed by Contract, which is in the judgment of the Engineer, might hinder or prevent the prompt completion of work under this Contract.
- H. Being in arrears on any existing Contracts with the City, or any taxes, licenses or other monies due the City; in litigation with the City or having defaulted on a previous contract with the City.

AWARD OF CONTRACT:

The City Commission/City Manager reserves the right to reject any or all Bids, or any part of any Bid, to waive any informality in any Bid, or to re-advertise for all or any part of the work contemplated. If Bids are found to be acceptable by the City Commission/City Manager, written notice of award will be given to the lowest responsive and responsible Bidder.

HOLD HARMLESS AND INDEMNITY CLAUSE:

~~(Company Name and Authorized Signature, Print Name)
 ,the contractor shall indemnify, defend and hold harmless the City of Hollywood, its elected and appointed officials, employees and agents for any and all suits, actions, legal or administrative proceedings, claims, damage, liabilities, interest, attorney's fees, costs of any kind whether arising prior to the start of activities or following the completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the contractor, or anyone acting under its direction, control, or on its behalf in connection with or incident to its performance of the contract.~~

PLEASE SEE ATTACHED PREVIOUSLY AGREED UPON
 TERMS & CONDITIONS BETWEEN CITY OF HOLLYWOOD FL.
 AND ANDRITZ SEPARATION INC FROM P.O. P189010

ANDRITZ SEPARATION INC.  JEFF CONGLETON
(Company Name and Authorized Signature, Print Name)

Further certifies that it will meet all insurance requirements of the City of Hollywood and agrees to produce valid, timely certificates of coverage.

Disclosure of Conflict of Interest: Vendor shall disclose below, to the best of his or her knowledge, any City of Hollywood officer or employee, or any relative of any such officer or employee as defined in Section 112.3135, Florida Statutes, who is an officer, partner, director or proprietor of, or has a material interest in the vendor's business or its parent company, any subsidiary, or affiliated company, whether such City official or employee is in a position to influence this procurement or not.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City of Hollywood Purchasing Ordinance.

Name	Relationship
_____	_____
_____	_____

In the event the vendor does not indicate any names, the City shall interpret this to mean that no such relationship exists.

PLEASE RETURN AN ORIGINAL AND THREE COPIES OF ENTIRE BID DOCUMENT.

BID SUBMITTAL COMPLETION CONFIRMATION:

- I, the Bidder, have completed and signed (preferably in blue ink) all required bid document pages.
- I, the Bidder, acknowledge reading information relative to the City's "**Local Preference**" as contained in this document and providing for such information. (if applicable to this proposal)
- I, the Bidder, acknowledge reading and signing the Hold Harmless Statement.
- I, the Bidder, have submitted my bid on the bid sheets provided, and acknowledge that bids not submitted on bid sheets provided may be rejected.
- I, the Bidder, have filled in all spaces on the pricing page as noted, and acknowledge that bids with spaces left blank on the pricing page may be rejected.
- I, the Bidder, have included all information, certificates, licenses and additional documentation as required by the City in this bid document.
- I, the bidder, have checked for any addendums to this bid, and will continue to check for any addendums up to the due date and time of this bid.
- I, the Bidder, have included on the face of the envelope, my company name and return address, the date and time of bid opening, and the bid number.
- I, the Bidder, have submitted one (1) original and one (1) copy of the entire bid document and addendums.
- I have read and completed (if applicable) the "Disclosure of Conflict of Interest".
- I, the Bidder, am aware that a Notice of Intent to award this bid shall be posted on the City's website at www.hollywoodfl.org and on the Procurement Services bulletin board in room 303 at City Hall, and that it is my responsibility to check for this posting. Also, I have provided my email address, as the City, at its discretion, may provide me information by such means regarding this procurement process.
- I, the Bidder, have submitted all supporting documentation for local preference eligibility, which must be received with the bid package prior to the bid opening date and time (if applicable).

NAME OF COMPANY: ANDRITZ SEPARATION INC.

BIDDER'S NAME: JEFF CONGLETON

BIDDER'S AUTHORIZED SIGNATURE:  DATE: 3/3/17

SECTION 00301

CITY OF HOLLYWOOD
 DEPARTMENT OF PUBLIC UTILITIES
 ENGINEERING AND CONSTRUCTION SERVICES DIVISION

PROPOSAL BASE BID FORM

Project No.: 17-9621
 Project Name: BELT FILTER PRESS CONTROL PANEL UPGRADE

BASE BID

Item No.	Estimated Quantity	Description	Unit Price	Extension or Total
1	6	Perform all work as described in the contract documents for a Turn-Key project which consists on providing all personnel, technical expertise, engineering design, material, components, and equipment necessary to upgrade/refurbish six (6) ANDRITZ 2.0M Belt Filter Press Control Panels (BFPCP) in accordance with the Contract Documents for the unit price of: <u>FORTY FOUR THOUSAND NINE HUNDRED NINETY EIGHT</u> Dollars and <u>NO</u> Cents	Each	\$ <u>44,998.00</u>
2	Allowance	Dedicated cost allowance for work as directed and upon authorization by the City due to undefined conditions of: <u>Fifteen thousand ----</u> Dollars and <u>No-----</u> Cents	--	\$ <u>15,000.00</u>
3	\$10	Consideration for Indemnification for the lump sum price of: <u>Ten-----</u> Dollars and <u>No-----</u> Cents	--	\$ <u>10.00</u>

Item No.	Estimated Quantity	Description	Unit Price	Extension or Total
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TOTAL BID FOR PROPOSAL ITEMS 1 THROUGH 3

Written:

TWO HUNDRED EIGHTY FOUR THOUSAND NINE
HUNDRED AND NINETY EIGHT

Dollars and

NO

Cents

\$ 284,998.00

NOTES:

1. SUBSTANTIAL COMPLETION TIME AND PROJECT CLOSEOUT TIME FOR THE WORK SHALL BE AS DEFINED IN THE PROJECT SCHEDULE IN THE SUPPLEMENTARY GENERAL CONDITIONS (SGC'S).
2. THE CITY OF HOLLYWOOD REQUIRES THE CONTRACTOR TO PROVIDE THE UNIT PRICE/TOTAL IN TEXT AS WELL AS NUMERICAL FORMAT FOR EACH LINE ITEM LISTED IN THE PROPOSAL BID FORMS. FAILURE TO PROVIDE UNIT PRICE/TOTAL FOR EACH LINE ITEM IN TEXT AS WELL AS NUMERICAL FORMAT MAY RENDER THE ENTIRE BID PACKAGE NON-RESPONSIVE.
3. THE CITY OF HOLLYWOOD WILL EVALUATE THE BID PROPOSALS AND DETERMINE THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER FOR THE TOTAL BASE BID (ITEMS 1 THROUGH 3). IT IS THE CITY OF HOLLYWOOD'S INTENT TO AWARD THE PROJECT BASED UPON THE TOTAL BASE BID.

- END OF SECTION -

SECTION 00410

APPROVED BID BOND

(Construction)

STATE OF FLORIDA

KNOW ALL MEN BY THESE PRESENTS:

That we _____, as Principal, and _____,
as Surety, are held and firmly bound unto the City of Hollywood in the sum of _____
_____ Dollars (\$ _____) lawful
money of the United States, amounting to 10% of the total Bid Price, for the payment of
said sum, 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 _____ 20__ for

BELT FILTER PRESS CONTROL PANEL UPGRADE
Project No. 17-9621

NOW, THEREFORE, if the principal shall not withdraw said bid within 90 days after date
of the same and shall within ten days after the prescribed forms are presented to him for
signature, enter into a written contract with the CITY, in accordance with the bid as
accepted, and give bond with good and sufficient surety or sureties, and provide the
necessary Insurance Certificates as may be required for the faithful performance and
proper fulfillment of such Contract, then this obligation shall be null and void.

Approved Bid Bond

In the event of the withdrawal of said bid within the specified period, or the failure to enter into such contract and give such bond and insurance within the specified time, the principal and the surety shall pay to the City of Hollywood the difference between the amount specified in said bid and such larger amount for which the City of Hollywood may in good faith contract with another party to perform the work and/or supply the materials covered by said bid.

IN WITNESS WHEREOF, the above bound parties have executed this statement under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of:

Witness

Signature of Individual

Address

Printed Name of Individual

Witness

Address

WHEN THE PRINCIPAL IS A CORPORATION:

Attest:

Secretary

Name of Corporation

Business Address

By: _____
(Affix Corporate Seal)

Printed Name

Official Title

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the secretary of the Corporation named as Principal in the attached bond; that _____ who signed the said bond on behalf of the Principal, was then _____ of said Corporation; that I know his signature, and his signature thereto is genuine and that said bond was duly signed, sealed and attested for and on behalf of said Corporation by authority of its governing body.

Secretary (SEAL)

TO BE EXECUTED BY CORPORATE SURETY:

Attest:

Secretary

Corporate Surety

Business Address

BY: _____
(Affix Corporate Seal)

Attorney-in-Fact

Name of Local Agency

Business Address

STATE OF FLORIDA

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared, _____
_____ to me well known, who being by me first duly sworn upon oath
says that he is the attorney-in-fact for the _____ and
that the has been authorized by _____ to execute the forgoing bond
on behalf of the CONTRACTOR named therein in favor of the City of Hollywood, Florida.
Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public, State of Florida

My Commission Expires:

- END OF SECTION -

Exhibit A
Sample of Insurance Certificate

EXHIBIT "A"

ACORD.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

PRODUCER

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

COMPANIES AFFORDING COVERAGE

COMPANY
A
COMPANY
B
COMPANY
C
COMPANY
D

INSURED

COVERAGE

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
RE Q U I R E D	GENERAL LIABILITY				GENERAL AGGREGATE \$1,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG \$500,000
	CLAIMS MADE <input type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$500,000
					EACH OCCURRENCE \$500,000
					FIRE DAMAGE (ANY ONE FIRE) \$50,000
					MED EXP (ANY ONE PERSON)
RE Q U I R E D	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$200,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (PER PERSON) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (PER ACCIDENT) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	<input type="checkbox"/> HIRED AUTOS				
RE Q U I R E D	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
RE Q U I R E D	EXCESS LIABILITY				AGGREGATE \$
	<input type="checkbox"/> UMBRELLA FORM				EACH OCCURRENCE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				AGGREGATE \$
RE Q U I R E D	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS
	<input type="checkbox"/> THE PROPRIETOR / PARTNERS / EXECUTIVE OFFICERS ARE:				EACH ACCIDENT \$500,000
	<input type="checkbox"/> INCL				DISEASE - POLICY LIMIT \$500,000
	<input type="checkbox"/> EXCL				DISEASE - EACH EMPLOYEE \$500,000
	OTHER				

SAMPLE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

City of Hollywood is named Additional Insured

(Required as shown)

CERTIFICATE HOLDER

City of Hollywood
2600 Hollywood Blvd.
Hollywood, FL 33020
(Required as shown)

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25-S (1/95)

ATTENTION: DOLLAR LIMITS ARE SUBJECT TO CHANGE BASED
UPON TYPE AND TOTAL COST OF SERVICES PROVIDED.

Exhibit B
Other Specifications

SECTION 00610

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we _____,
Name Address Tel. No.

as Principal, and _____,
Name Address Tel. No.

as Surety, are held and firmly bound unto the City of Hollywood in the sum of _____ Dollars (\$_____),

for the payment of said sum we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, for the faithful performance of a certain written contract, dated the _____ day of _____,

20____ entered into between the Principal and the City of Hollywood, Florida, for the installation of **BELT FILTER PRESS CONTROL PANEL UPGRADE**

Project No. 17-9621

A copy of said Contract, No. 16-9415, is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Principal shall in all respects comply with the terms and conditions of said Contract and his obligations thereunder, including all of the Contract Documents (that include the Notice to Bidders, Instructions to Bidders, Proposal, Proposal Bid Form, Basis of Payment, Approved Bid Bond, Trench Safety Form, Information Required from Bidders, Contract, Performance Bond, Payment Bond, General and Supplementary General Conditions, Technical Specifications, Addenda and Drawings), therein referred to and made a part thereof, and such alterations as may be made in said Drawings and Specifications as therein provided for, and shall indemnify and save harmless the City of Hollywood against and from all expenses, damages, injury or conduct, want of care of skill, negligence or default, including patent infringement on the part of said Principal, his agents or employees, in the execution or performance of said Contract, including errors in the Drawings furnished by said Principal, and further, if the Principal shall promptly make payments to all who supply him, with labor and/or materials, used directly or indirectly by the Principal in the prosecution of the work provided for in said Contract, then this obligation shall be null and void; otherwise, the Principal and Surety, jointly and severally, agree to pay the City of Hollywood any difference between the sum that the City of Hollywood may be obliged to pay for the completion of said work, by Contract or otherwise, and the sum that the City of Hollywood would have been obliged to pay for the completion said work had the Principal properly executed all of the provisions of said Contract, and any damages, whether direct, indirect, or consequential, which the City of Hollywood may incur as a result of the failure of the said Principal to properly execute all of the provisions of said Contract.

AND, the said Principal and Surety hereby further bind themselves, their successors, executors, administrators and assigns, jointly and severally, that they will amply and fully protect the City of Hollywood against, and will pay any and all amounts, damages, costs

and judgments which may be recovered against or which the Owner may be called upon to pay to any person or corporation by reason of any damage arising from the performance of the said work, repair or maintenance thereof, or the manner of doing the same, or his agents or his servants, or the infringements of any patent rights by reason of the use of any material furnished or work done, as aforesaid or otherwise.

AND, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications and Drawings accompanying the same, shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications and Drawings.

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of:

(Witness)

(Signature of Individual)

(Address)

(Printed Name of Individual)

(Witness)

(Address)

WHEN THE PRINCIPAL IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A TRADE NAME:

Signed, sealed and delivered in the presence of:

(Witness)

(Name of Firm)

(Address)

By: _____
(Seal)
(Signature of Individual)

(Witness)

Address

WHEN THE PRINCIPAL IS A PARTNERSHIP:

Signed, sealed and delivered in the presence of:

(Witness)

(Name of Partnership)

(Address)

By: _____
(Seal)
(Partner)

(Witness)

(Printed Name of Partner)

Address

WHEN THE PRINCIPAL IS A CORPORATION:

Attest:

(Secretary)

(Name of Corporation)

By: _____
(Seal)
(Affix Corporate Seal)

(Printed Name)

(Official Title)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the corporation named as Principal in the within bond; that _____, who signed the said bond on behalf of the Principal was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said Bond was duly signed, sealed and attested for and on behalf of said corporation by authority of its governing body.

Secretary (SEAL)

TO BE EXECUTED BY CORPORATE SURETY

Attest:

(Secretary)

(Corporate Surety)

(Business Address)

By: _____
(Affix Corporate Seal)

(Attorney-In-Fact)

(Name of Local Agency)

(Business Address)

STATE OF FLORIDA

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared, _____ to me well known, who being by me first duly sworn upon oath, says that he is the attorney-in-fact for the _____ and that he has been authorized by _____ to execute the foregoing bond on behalf of the CONTRACTOR named therein in favor of the City of Hollywood, Florida.

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public, State of Florida

My Commission Expires:

APPROVED AS TO FORM AND APPROVED AS TO FINANCE:
LEGALITY

for the use and reliance of the
City of Hollywood, Florida only:

By _____
JEFFREY P. SHEFFEL
City Attorney

By _____
Financial Services Department Director

- END OF SECTION -

SECTION 00620
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____
Name Address Tel. No.

As Principal and _____
Name Address Tel. No.

as Surety, are held and firmly bound to the CITY OF HOLLYWOOD, FLORIDA herein called the City, in the sum of _____ Dollars (\$ _____) for the payment of said sum we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, for the faithful performance of a certain written contract dated the _____ day of _____, 20____, entered into between the Principal and the City of Hollywood, Florida for the installation of the **BELT FILTER PRESS CONTROL PANEL UPGRADE**
Project No. 17-9621

Which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION of this bond is that if Principal promptly makes payments to all claimants defined in Section 255.05 (1), F.S., supplying Principal with labor, materials or supplies used directly or indirectly by principal in the prosecution of the work provided for in the Contract, then this bond shall be null and void and of no further force and effect; otherwise to remain in full force and effect.

Said surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or any other changes in or under contract documents and compliance or noncompliance with any formalities connected with the contract does not affect Surety's obligation under this bond and Surety waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or any other changes, compliance, or noncompliance to the terms of the Contract or to the Work or to the Specifications.

This bond is furnished pursuant to the statutory requirements for bond on public works projects being Florida Statute 255.05. Claimants are hereby notified that the Statute 255.05(2) specifically requires that notice be given to Contractor within 45 days after beginning to furnish labor, materials or supplies for the prosecution of the work that claimants intends to look to the bond for protection. Further notice is hereby given claimants that written notice of nonpayment within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies must be delivered to the Contractor and to the Surety. Further notice is hereby given that no action for labor, materials or supplies may be instituted against the Contractor or the Surety on the bond after one year for the performance of the labor or completion of delivery of the materials or supplies.

Without modifying the foregoing, this bond shall be construed as requiring of the principal and surety no more and no less than is specified in F.S. 255.050.

SIGNED AND SEALED, this _____ day of _____, 20____.

PRINCIPAL:

ATTEST:

(Signature)

(Title)

(SEAL)

SURETY:

(Surety)

ATTEST:

(Signature)

(Attorney-in-Fact)

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Hollywood, Florida only:

By _____
JEFFREY P. SHEFFEL
City Attorney

APPROVED AS TO FINANCE:

By _____
Financial Services Department Director

- END OF SECTION -

SECTION 16621

BELT FILTER PRESS CONTROL PANEL UPGRADE/REFURBISHMENT

1.0 GENERAL

1.01 DESCRIPTION

- A. The City of Hollywood is requesting proposals from qualified Belt Filter Press Original Equipment Manufacturer (OEM) for a Turn-Key project which consists on providing all personnel, technical expertise, engineering design, programing, material, components, and equipment necessary to upgrade/refurbish six (6) ANDRITZ 2.0M Belt Filter Press Control Panels (BFPCP) at the City of Hollywood, Southern Regional Wastewater Treatment Plant (SRWWTP).

The existing Belt Filter Press Control Panels (BFPCP 1 through 6) are in need of upgrading and optimizing for reliability and improved control. Some of the original components such as the variable frequency drives (VFD's) for Main Belt Drive are obsolete and require upgrading. The controls for the dewatering system are failing or have been replaced with controls that do not match throughout all the BFPCP systems with some functions inoperative making the dewatering system difficult to operate and troubleshoot when problems occur.

- B. The work required for this project must be completed by a qualified Belt Filter Press Original Equipment Manufacturer (OEM) who shall provide the engineering design, major control panel components, documentation, programming and coordinate with the city personnel for the removal, installation, modification, functional testing, and start-up of the six (6) BFP Control Panels.
- C. The retrofitting of existing control panels, installation of new components and all field wiring and conduit required shall be provided by the successful bidder upon review and acceptance by city staff. Due to operational restrictions, the successful bidder will only be allowed to decommission, retrofit, and upgrade/refurbish one (1) Belt Filter Press Control Panel at the time.

1.02 REFERENCES

The design, manufacture, and installation of the equipment shall meet or exceed the applicable provisions and recommendations of the following codes and standards authorities.

- A. ANSI, American National Standards Institute
- B. IEEE, Institute of Electrical and Electronic Engineers
- C. NEC, National Electrical Code
- D. OSHA, Occupational Safety and Health Act
- E. UL, Underwriters Laboratories

1.03 QUALITY ASSURANCE

A. Bidder Qualifications:

1. Bidder must be Dewatering Equipment Original Equipment Manufacturer (OEM) and currently engaged in the design and supply of Belt Filter Presses and Belt Filter Press control systems. This requirement must be confirmed and certified in writing upon bid submittal.
2. Provide references with bid of at least three (3) similar projects successfully completed during the last five (5) years. The bid submittal must include information on the machine type, project description, customer name, and customer contact phone number.
3. The successful Bidder must possess BFP Factory Training Certification for BFP's being upgraded. Include copy with proposal.
4. Bidder must have more than fifteen (15) years of experience supplying Dewatering Equipment control system upgrades.

NOTE: Bidders that do not meet the minimum qualifications will be considered non-responsive.

B. Workmanship and Design:

1. All parts of the equipment provided are to be designed and manufactured for long, continuous and uninterrupted service. All materials used to be of best quality and entirely suitable for service required. Materials (i.e. necessary covering plates) must meet and match quality and metal grade of existing panels.
2. Modifications to the existing control panels shall be made for easy adjustment or replacement of all serviceable parts. A minimum clearance is required for proper maintenance.
3. Electrical work inside the BFP Control Panels shall be completed by qualified Electricians or Electrical Technician following all trade codes and standards previously listed and documentation and instructions provided by BFP OEM.

C. Belt Filter Presses OEM Services

Belt Filter Presses OEM shall provide Project Engineer for the design, drawing development, programming, documentation, and coordination with city personnel.

Provide services of OEM factory trained Service Engineer for coordination of work to be completed by city personnel, functional testing, start-up of refurbished Control Panels, tuning and optimization of the BFP Dewatering system.

Training of city personnel shall also be included for the upgraded dewatering equipment control systems and functional operation of the Operator Interface Terminals (OIT) application.

- a. Service Engineer shall be on site once project is awarded to review current installation and coordinate with city personnel for the demolition of existing controls and installation of new control components.
- b. Service Engineer shall be on site for functional testing, start-up and training of city personnel.
- c. Training: Service Engineer shall provide training for Operation and maintenance personnel.

All on-site service shall be included in the overall bid pricing.

1.04 SUBMITTALS

- A. Shop Drawings, Catalog cut sheets, and other materials required to completely describe and specify system, and equipment shall be submitted to Plant personnel for review and comments.

These shall include:

- 1. Revised Control Panel Layout Drawings
- 2. Revised Electrical Schematics
- 3. Revised Bill of Materials (BOM)
- 4. Written Control System Description
- 5. Written Sequence of Operation

- B. At the completion of project the BFP OEM shall supply the following "As-Built" documents and electronic files:

- 1. Panel Layout and Schematic Drawings
- 2. Bill of Materials (BOM)
- 3. Written Control System Description
- 4. Written Sequence of Operation
- 5. PLC Program, Annotated
- 6. OIT Application Program
- 7. Component Operation and Maintenance Information

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Components shall be shipped to customer site, and customer shall off load, and store in clean dry environment until commencement of work.

B. Spare Parts: N/A

1.06 WARRANTY

Warranty of supplied components shall be for one year (1-year) from installation and successful start-up of system.

2.0 PRODUCTS

2.01 GENERAL

- A. The equipment specified herein addresses modification to six (6) ANDRITZ 2.0M BFP Control Panels.
- B. Like items of equipment shall be the product of one manufacturer to achieve standardization of operation, spare parts, maintenance, and manufacturer's service.

2.02 CONTROL SYSTEM REQUIREMENTS

- A. Each BFP Control Panel shall be provided with a new completely assembled subpanel with required components for each BFP Control System.
 - 1. Main Belt Drive VFD shall be AB Powerflex 70 or equal with Ethernet communication.
 - 2. PLC system shall be AB CompactLogix with required L30ER CPU, power supply, I/O and Ethernet communication.
 - 3. All other electrical and pneumatic components shall be replaced with new components of equal quality to provide a complete operating system.
- B. Each BFP Control Panel door shall be provided with new Operator Interface Terminal, cover plate and pneumatic controls for installing in place of the existing pushbuttons, selector switches, indicators and controllers.
 - 1. Operator Interface Terminal shall be AB PanelView Plus 7, 12" color touchscreen.
 - 2. Selector switches, pushbuttons and indicators shall be N4X rated, supplied for System Control Power.
 - 3. Pneumatic gauges and regulators shall be replaced with components of equal or better quality to provide a complete operating system.
- C. The existing PLC Program for each BFP Control Panel shall be upgraded and revised to the RSLogix5000 platform. The Operator Interface Terminal shall be programmed to control and monitor all controls presently residing in each system. Each BFP control panel will be provided with Ethernet Switch for data transfer and control with plant wide control system over Ethernet/IP network.

Communication with customer's plant control system.

2.03 FUNCTIONAL REQUIREMENTS

Control and monitoring of each system shall be operated from their respective Operator Interface Terminals (OIT) on each BFP Control Panel or the existing plant control system. All existing interlocks, warning alarms and shutdown faults shall be incorporated.

- A. Controls provided through the OIT include all the controls and indications as currently included on the existing BFP Control Panels with manual start/stop control

and automatic sequence control. Indication and loop control will be provided for main drive, polymer and sludge feed. Alarms and interlocks with indication and warning and shutdown will be as currently provided.

The controls listed above are the minimum controls and indicators required. Additional controls and indications shall be included based on coordination meeting review. Not all control features required are listed.

2.04 DESCRIPTION OF OPERATION

Emergency stop pushbuttons and pull cords will be maintained type and shall provide for hard wired instant shutdown of Belt Filter Press equipment at all times.

Manual mode - In manual mode system components can be jogged with their respective start pushbuttons without sequence interlocks being satisfied. To jog the respective motor the start pushbutton must be held in. Manual start sequencing of motors shall be allowed when interlocks are satisfied. Emergency stop, air loss and belt limit alarms will always be active.

Auto Mode - In auto mode, start-up and shutdown can be controlled from either auto start/auto stop push buttons for an automatic sequential timed startup, or components can be controlled with their respective pushbuttons, interlocks must be satisfied.

2.05 DELIVERABLES

Upon conclusion of this Turn-Key project, the successful bidder (qualified Belt Filter Press Original Equipment Manufacturer) must have completed the full upgrade/refurbishment of six (6) existing ANDRITZ 2.0M Belt Filter Press Control Panels (BFPCP) at the City of Hollywood, Southern Regional Wastewater Treatment Plant (SRWWTP). Must complete all functional test and the must be accepted by city personnel; and must submit all As-Built drawings in hard copy and electronic form, and must have delivery to the city all related programs and software.

SECTION 00410

APPROVED BID BOND

(Construction)

STATE OF FLORIDA

KNOW ALL MEN BY THESE PRESENTS:

That we Andritz Separation, Inc., as Principal, and Western Surety Company as Surety, are held and firmly bound unto the City of Hollywood in the sum of _____
Ten Percent of the Amount Bid Dollars (\$ 10.00%) lawful money of the United States, amounting to 10% of the total Bid Price, for the payment of said sum, 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 March 7, 20 17 for

BELT FILTER PRESS CONTROL PANEL UPGRADE
Project No. 17-9621

NOW, THEREFORE, if the principal shall not withdraw said bid within 90 days after date of the same and shall within ten days after the prescribed forms are presented to him for signature, enter into a written contract with the CITY, in accordance with the bid as accepted, and give bond with good and sufficient surety or sureties, and provide the necessary Insurance Certificates as may be required for the faithful performance and proper fulfillment of such Contract, then this obligation shall be null and void.

Approved Bid Bond

In the event of the withdrawal of said bid within the specified period, or the failure to enter into such contract and give such bond and insurance within the specified time, the principal and the surety shall pay to the City of Hollywood the difference between the amount specified in said bid and such larger amount for which the City of Hollywood may in good faith contract with another party to perform the work and/or supply the materials covered by said bid.

IN WITNESS WHEREOF, the above bound parties have executed this statement under their several seals this 8th day of February, 2017, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of:

Witness

Signature of Individual

Address

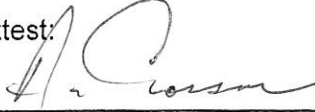
Printed Name of Individual

Witness

Address

WHEN THE PRINCIPAL IS A CORPORATION:

Attest:



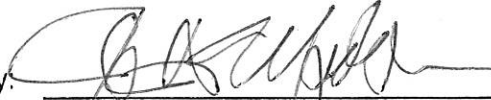
~~10/21~~ Secretary Ann Crossman
JA

Andritz Separation, Inc.

Name of Corporation

1010 Commercial Blvd South

Business Address
Arlington, TX 76001

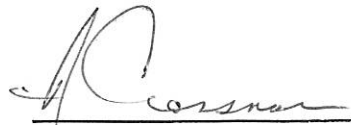
By: 
(Affix Corporate Seal)

John A. Madden
Printed Name

President
Official Title

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Ann Crossman, certify that I am the secretary of the Corporation named as Principal in the attached bond; that John A. Madden who signed the said bond on behalf of the Principal, was then President of said Corporation; that I know his signature, and his signature thereto is genuine and that said bond was duly signed, sealed and attested for and on behalf of said Corporation by authority of its governing body.

 (SEAL)
Secretary

TO BE EXECUTED BY CORPORATE SURETY:


Attest:


~~Secretary~~

Western Surety Company

Corporate Surety
333 S. Wabash Avenue 41st Floor

Business Address
Chicago, IL 60604

BY: 
(Affix Corporate Seal)

Renee A. Manny

Attorney-in-Fact
Guignard Agency

Name of Local Agency
1904 Boothe Circle

Business Address
Longwood, FL 32750

STATE OF FLORIDA

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared, _____
_____ to me well known, who being by me first duly sworn upon oath
says that he is the attorney-in-fact for the _____ and
that the has been authorized by _____ to execute the forgoing bond
on behalf of the CONTRACTOR named therein in favor of the City of Hollywood, Florida.
Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public, State of Florida

My Commission Expires:

- END OF SECTION -

STATE OF TEXAS)
COUNTY OF TARRANT)

Bond No. **ANDR2-8-17-1**

C On this 14th day of February, 2017, before me personally came
O John A. Madden to me known, being sworn
R by me, did depose and say that he/she resides in Crownbury, TX
P that he/she is the President of ANDRITZ SEPARATION, INC.
O the corporation described in and which
R executed the above instrument; that he/she knows the said seal of such
A corporation; that the seal affixed to said instrument is such corporate
T seal; and that it was so affixed by the order of the Board of Directors of
I said corporation, and that he/she signed his/her name thereto by like order.
O
N Sworn to and acknowledged on the above date, Mary J Lynch.



STATE OF NEW YORK)
COUNTY OF RENSSELAER)

S On this **8th** day of **February**, **2017** before me personally came
U **Renee A. Manny** to me known resides in **Rensselaer, NY**
R and duly sworn and says that he/she is the Attorney-in-fact of
E the **WESTERN SURETY COMPANY**
T and knows the corporate seal and that it was affixed thereto by authority
Y of the Power of Attorney of said Company; of which a certified copy is
attached; and that he/she signed said instrument as an Attorney-in-Fact of said
Company by like authority.
Sworn to and acknowledged on the above date, Jennifer S Vanat.

JENNIFER S. VANAT
Notary Public, State of New York
Qualified in Columbia County
Reg # 01VA6135808
Commission Expires Oct. 24, 2017

I STATE OF NEW YORK)
N COUNTY OF _____)
D

I On this _____ day of _____, before me personally came
V _____ to me known and known to me to be
I the person described in and who executed the foregoing instrument and
D he thereupon acknowledged to me that he executed the same.
U
A Sworn to and acknowledged on the above date, _____.
L

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Arnold E Finaldi Jr, David W Cooper, Mark C Nickel, Charles R Daniels III, John C Tickner, Kevin J Garrity, Christopher Terzian, Stephen J Donnelly, Judy Tomlinson, Paul A Palanzo, Audrey J Danielson, Vikki L LaVean, Lori A Francett, Renee A Manny, John F Murray Jr, Milton H Kotin, Derek P Hannon, Diane M Peligian, Mary Dixon, Tanya M Volk, Individually

of East Greenbush, NY, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 3rd day of October, 2016.

WESTERN SURETY COMPANY



Paul T. Bruflat

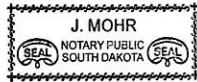
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 3rd day of October, 2016, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 8th day of February, 2017.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Net Admitted Assets and Liabilities
December 31, 2015

ASSETS

Bonds	\$	1,694,282,606
Common stocks		24,218,356
Cash, cash equivalents, and short-term investments		25,339,975
Investment income due and accrued		20,596,996
Premiums and considerations		27,577,388
Amounts recoverable from reinsurers		9,329,459
Federal & foreign income taxes recoverable		3,597,963
Net deferred tax asset		16,095,068
Receivable from parent, subsidiaries, and affiliates		1,645,324
Other assets		1,016,832
Total Assets	\$	<u>1,823,699,967</u>

LIABILITIES AND SURPLUS

Losses	\$	214,978,759
Loss adjustment expense		56,382,252
Other expenses		1,040,680
Taxes, License and fees		2,313,346
Unearned premiums		207,378,031
Advance premiums		5,566,599
Ceded reinsurance premiums payable		1,844,830
Provision for reinsurance		681,280
Other liabilities		10,175,884
Total Liabilities	\$	<u>500,361,661</u>

Surplus Account:			
Common stock	\$	4,000,000	
Gross paid in and contributed surplus		280,071,837	
Unassigned funds		<u>1,039,266,469</u>	
Surplus as regards policyholders			\$ 1,323,338,306
Total Liabilities and Capital			<u>\$ 1,823,699,967</u>

I, Troy Wray, Assistant Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2015, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

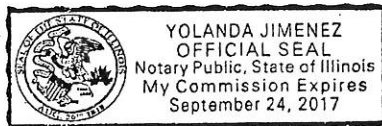


Western Surety Company

By *Troy Wray*
Assistant Vice President

Subscribed and sworn to me this 21st day of March, 2016.

My commission expires:



Yolanda Jimenez
Notary Public

**ANDRITZ Separation Inc. Bid Proposal
CITY OF Hollywood, FL. IFB 17-9621
Belt Filter Press Control Panel Upgrade**

Clarifications & Comments

1. Schedule Information

As listed in Special instructions to Bidders on Page 8, this calls for the project to be completed within 100 days. All efforts will be made to complete this project as soon as reasonably possible but the requirement in section 16621 to only decommission one (1) Belt Filter Press at a time will increase time required. ANDRITZ request that this be changed to 120 days.

2. Section 16621, 1.0 General, 1.01 Description, Item C

The retrofitting of existing control panels, installation of new components is based on all existing field wiring and conduit is intact and in good condition. If the field wiring and conduit required coming into the control panels is in need of repair or replacement above and beyond the "Dedicated cost allowance" it will need to be evaluated by the city and ANDRITZ to determine the best remedy and if ANDRITZ needs to include a cost adder to the project may be required.

3. Terms and Conditions

Included with this bid is a copy of the agreed upon Terms & Conditions between the city of Hollywood FL and ANDRITZ Separation Inc. We request these same T&C's apply to this project.



CITY OF HOLLYWOOD
DEPARTMENT OF PUBLIC UTILITIES
ENGINEERING & CONSTRUCTION SERVICES DIVISION

1621 N. 14th Avenue
Hollywood, FL 33019
Phone (954) 921-3930 Fax (954) 921-3258

ADDENDUM NUMBER

1 *pze*

Date: February 15, 2017

FOR: Belt Filter Press control Panel Upgrade

FILE NUMBER: 17-9621

ALL BIDDERS BE ADVISED OF THE FOLLOWING CHANGES TO THE ABOVE REFERENCED PROJECT AS LISTED BELOW:

This addendum is issued as part of the Bidding Documents for the above described project. The changes incorporated in this addendum shall be considered as a part of the documents and shall supersede, amend, add to, clarify, or subtract from those conditions shown in the original documents dated January 2017. The bidder shall coordinate all modifications herein with all trades and disciplines related to the work. The Bidder shall acknowledge receipt of this addendum on the Bid Form by addendum number and date. Failure to do so may subject Bidder to disqualification.

Item 1: GENERAL

Via this addendum, the bid submittal date/time is extended from 2:00 PM on February 21, 2017 to 2:00 PM on February 28, 2017. On February 28, 2017 at 2:30 PM the bids will be opened and read publicly in the Department of Public Utilities, Engineering and Construction Services Division Conference Room at 1621 N. 14th Avenue, Building A, Hollywood, Florida.

ALL OTHER TERMS, CONDITIONS AND SPECIFICATIONS SHALL REMAIN THE SAME.

THIS ADDENDUM SHALL BE ATTACHED TO THE CONTRACT DOCUMENTS AND THE RECEIPT OF THE SAME SHALL BE NOTED IN THE PROPOSAL IN THE SPACE PROVIDED.

Jitendra Patel For

Jitendra Patel, P.E., Assistant Director
Department of Public Utilities - ECSD



CITY OF HOLLYWOOD
DEPARTMENT OF PUBLIC UTILITIES
ENGINEERING & CONSTRUCTION SERVICES DIVISION

1621 N. 14th Avenue
Hollywood, FL 33019
Phone (954) 921-3930 Fax (954) 921-3258

ADDENDUM NUMBER 2 *JPC*

Date: February 23, 2017
FOR: Belt Filter Press control Panel Upgrade

FILE NUMBER: 17-9621

ALL BIDDERS BE ADVISED OF THE FOLLOWING CHANGES TO THE ABOVE REFERENCED PROJECT AS LISTED BELOW:

This addendum is issued as part of the Bidding Documents for the above described project. The changes incorporated in this addendum shall be considered as a part of the documents and shall supersede, amend, add to, clarify, or subtract from those conditions shown in the original documents dated January 2017. The bidder shall coordinate all modifications herein with all trades and disciplines related to the work. The Bidder shall acknowledge receipt of this addendum on the Bid Form by addendum number and date. Failure to do so may subject Bidder to disqualification.

Item 1: GENERAL

Via this addendum, the bid submittal date/time is extended from 2:00 PM on February 28, 2017 to 2:00 PM on March 7, 2017. On March 7, 2017 at 2:30 PM the bids will be opened and read publicly in the Department of Public Utilities, Engineering and Construction Services Division Conference Room at 1621 N. 14th Avenue, Building A, Hollywood, Florida.

Item 2: BID DOCUMENTS

The original bid documents have been replaced with attached new bid documents.

ALL OTHER TERMS, CONDITIONS AND SPECIFICATIONS SHALL REMAIN THE SAME.

THIS ADDENDUM SHALL BE ATTACHED TO THE CONTRACT DOCUMENTS AND THE RECEIPT OF THE SAME SHALL BE NOTED IN THE PROPOSAL IN THE SPACE PROVIDED.

ck


Jitendra Patel, P.E., Assistant Director
Department of Public Utilities - ECSD

Service Automation & Control Upgrade Reference List**3/3/17****White Wave Foods, Mt. Crawford VA. – Upgraded October 2016**

David Henkel, Maintenance Lead
PH (540) 437-7334

Upgraded four (4) ANDRITZ Centrifuge Control System used in Milk Processing

The original control system consisted of outdated proprietary controls, pushbuttons, indicator lights and obsolete VFD's.

The upgraded system consisted of installation of new subpanel with PLC system and the replacement of proprietary loop control and pushbutton controls with Color Operator Interface. The VFD's were also replaced with newer models incorporating Ethernet communication.

The completed system provided easier control and monitoring for the customer with the capability of remote monitoring and communication over Ethernet/IP network

Hillsborough County, Tampa FL – Upgraded July 2016

Cecil (Buster) Herline, Project Manager
PH (813) 964-2715

Upgraded four (4) Centrifuge Control Systems used in Waste Water Treatment

The original control system consisted of outdated Operator Interface Terminals and VFD communication modules.

The upgraded system consisted of installation of new Operator Interface Terminals, installation of VFD communication modules, programming and setting up data tag base with customer for remote monitoring and control.

Seacoast Utilities, Palm Beach Gardens, Florida – Upgraded 2011 & 2013

Bob Watts, Plant Supervisor
PH 561-627-2900

Upgraded two ANDRITZ 2.0M SMX BFP Control System and Competitor Gravity Belt Thickener

The original control system was outdated and the control for the BFP's and ancillary dewatering equipment were separated and located throughout the facility. The existing plant annunciator system was inoperative and the customer was installing a new Plant Wide Control System.

ANDRITZ SEPARATION INC.

1010 Commercial Blvd. S.
Arlington, Texas 76001
Tel. (817) 465-5611
Fax (817) 468-3961
separation.us@andritz.com

The upgrade system included AB PLC system with isolated Ethernet communication for communication with the Plant Wide System, an AB Operator Interface Terminal (OIT), and newer model AB Powerflex VFD for main drive. All the individual ancillary control panels were eliminated and each BFP Control panel became the master control system. The operators were provided with user-friendly controls through the OIT for control of the BFP and ancillary dewatering equipment pumps and conveyors with safety interlocks, and auto start-up and shutdown control. In addition pneumatic controls were incorporated into the control panel for control and monitoring of belt tensioning and tracking.

**Miami-Dade Water and Sewer Department, Central & South District WWTP, Miami, FL –
Installed 2008 through 2012, additional upgrade work in 2015**

David Diffie, Electrical Procurement Supervisor

PH 305-213 5272

Email: ddiff@miamidade.gov

Upgraded Ten (10) Competitors Centrifuge Control Systems consisting of wye-delta main drive, DC back drive, with PLC, Back drive ABC controller, and door mounted pushbuttons and indicators.

The upgraded systems included new back drive and main drive motors, control panels for some and subpanel assemblies for others containing Dual Variable Frequency Drives with DC buss share for back drive power recovery and improved torque control, PLC system and Color Touchscreen Operator Interface for control and monitoring.

All references have given permission to be contacted.

Sincerely,

Jeff Congleton
Andritz Separation Inc.
Automation Product Specialist
817-419-1753 Office
817-266-9517 Cell
Jeff.congleton@andritz.com

ANDRITZ SEPARATION INC.

1010 Commercial Blvd. S.
Arlington, Texas 76001
Tel. (817) 465-5611
Fax (817) 468-3961
separation.us@andritz.com

A vertical grey bar located on the right side of the page, extending from the bottom of the contact information area towards the top.

ANDRITZ SEPARATION, INC.
CERTIFICATE OF ACHIEVEMENT

KURT VAN DEN BERGH,
Automation & Control Service Engineer

*In recognition of the successful completion of the Andritz BFP Control
System training*

ANDRITZ SEPARATION INC
1010 Commercial Blvd S
Arlington, Texas



Tom Bartosh
Engineering Manager

February 1, 2016
Date



**ANDRITZ SEPARATION INC. ADDENDUM TO CITY OF HOLLYWOOD, FL
BID NO. 17-9621 - BELT FILTER PRESS CONTROL PANEL UPGRADE
TERMS AND CONDITIONS**

The provisions listed below supersede any inconsistent provisions in any instrument forming part of this agreement:

CITY OF HOLLYWOOD – TERMS AND CONDITONS: Amend as follows:

23. INDEMNIFICATION: *Amend as follows:*

After first sentence add the following: Contractor shall be entitled to control the defense and resolution of such claim, provided that City shall be entitled to be represented in the matter by counsel of its choosing at City's sole expense. Where such Loss results from the Fault of both Contractor and City or a third party, then Contractor's defense and indemnity obligation shall be limited to the proportion of the Loss that Contractor's Fault bears to the total Fault.

19. WARRANTY: *The Andritz Warranty is an Express Warranty, requiring the exclusion of implied damages. Add the following Warranty Clause:*

(a) In the case of PARTS and reconditioned machinery or equipment, and unless otherwise indicated, Contractor warrants to City that the PARTS or the used or reconditioned machinery or equipment manufactured by it will be delivered free from defects in material and workmanship. This warranty shall commence upon delivery of the PARTS or the used or reconditioned machinery or equipment to the City and shall expire 12 months from successful start-up, not to exceed 18 months from delivery thereof (the "Warranty Period").

(b) If during the Warranty Period City discovers a defect in material or workmanship and gives Contractor written notice thereof within 10 days of such discovery, Contractor will either deliver to City, on the same terms as the original delivery was made, according to INCOTERMS 2010, a replacement part or repair the defect in place. Any repair or replacement part furnish pursuant to this warranty are warranted against defects in material and workmanship for one period of 12 months from completion of such repair or replacement, with no further extension. Contractor will have no warranty obligations under paragraph 19 (b), as applicable,: (i) if the Products have not been operated and maintained in accordance with generally approved industry practice and with Contractor's specific written instructions; (ii) if the Products are used in connection with any mixture or substance or operating condition other than that for which they were designed; (iii) if City fails to give Contractor such written 10 day notice; (iv) if the Products are repaired by someone other than Contractor or have been intentionally or accidentally damaged; or (v) for corrosion, erosion, ordinary wear and tear or in respect of any parts which by their nature are exposed to severe wear and tear or are considered.

(c) Contractor further warrants to City that at delivery, the Products manufactured by it will be free of any liens or encumbrances. If there are any such liens or encumbrances, Contractor will cause them to be discharged promptly after notification from City of their existence.

(d) THE EXPRESS WARRANTIES CONTRACTOR MAKES IN THIS PARAGRAPH ARE THE ONLY WARRANTIES IT WILL MAKE. THERE ARE NO OTHER WARRANTIES, WHETHER STATUTORY, ORAL, EXPRESS OR IMPLIED. IN PARTICULAR, THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(e) The remedies provided in paragraphs 19(b) and 19(c) are City's exclusive remedy for breach of warranty.

(f) With respect to any Product or part thereof not manufactured by Contractor, Contractor shall pass on to City only those warranties made to Contractor by the manufacturer of such Product or part which are capable of being so passed on.

ADD – 28. LIMITATION OF LIABILITY: *Andritz Corporate Policy requires an aggregate cap for damages and an exclusion of consequential damages. Add the following Limitation of Liability Clause:*

Notwithstanding any other provision in this Purchase Order, the following limitations of liability shall apply:

(a) In no event, whether based on contract, tort (including negligence), strict liability or otherwise, shall Contractor, its officers, directors, employees, subcontractors, suppliers or affiliated companies be liable to City or any third party for loss of profits, revenue or business opportunity, loss by reason of shutdown of facilities or inability to operate any facility at full capacity, or cost of obtaining other means for performing the functions performed by the Goods, loss of future contracts, claims of customers, cost of money or loss of use of capital, in each case whether or not foreseeable, or for any indirect, special, incidental or consequential damages of any nature.

(b) The aggregate liability of Contractor, its officers, directors, employees, subcontractors, suppliers or affiliated companies, for all claims of any kind for any loss, damage, or expense resulting from, arising out of or connected with the Goods or this Purchase Order or from the performance or breach thereof, together with the cost of performing make good obligations to pass performance tests, if applicable, shall in no event exceed the contract price, excluding third party indemnification for personal injury and physical property damage. Physical property damage shall be limited to \$1,000,000.00 per occurrence.

(c) The limitations and exclusions of liability set forth in this paragraph shall take precedence over any other provision of this Purchase Order and shall apply whether the claim of liability is based on contract, warranty, tort (including negligence), strict liability, indemnity, or otherwise. The remedies provided in this Purchase Order are City's exclusive remedies.

BID FORM – HOLD HARMLESS AND INDEMNITY CLAUSE

Replace entirely with Item 23. INDEMNIFICATION of CITY OF HOLLYWOOD TERMS AND CONDITONS, with revisions listed above.

EXHIBIT “A” – SAMPLE INSURANCE FORM: Replace with ANDRITZ Sample provided in Bid.

Please acknowledge acceptance of the above changes by signing and returning to writer, via email or fax. The signed Addendum will be attached and returned with the Acknowledgment of applicable Purchase Order/Agreement, as incorporation of same.

Accepted By:

Andritz Separation Inc.

CITY OF HOLLYWOOD, FL

Signature

Print

Title

Date

Signature

Print

Title

Date