

RESOLUTION NO.

R-2017-128

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, CANCELING THE BID FOR THE BELT FILTER PRESS CONTROL PANEL UPGRADE PROJECT AT THE SOUTHERN REGIONAL WASTEWATER TREATMENT PLANT, DECLARING THAT COMPETITIVE BIDS FOR THIS PROJECT WOULD NOT BE IN THE CITY'S BEST INTEREST, AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO ISSUE A PURCHASE ORDER TO ANDRITZ SEPARATION, INC. IN THE AMOUNT OF \$284,998.00; AND FURTHER AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE ATTACHED ADDENDUM TO THE CITY OF HOLLYWOOD TERMS AND CONDITIONS; AND TO AMEND THE APPROVED FISCAL YEAR 2017 CAPITAL IMPROVEMENT PROGRAM, AS SET FORTH IN EXHIBIT A. (CITY PROJECT NO. 17-9621).

WHEREAS, the City of Hollywood, Department of Public Utilities operates the Southern Regional Wastewater Treatment Plant (SRWWTP), located at 1621 North 14th Avenue, Hollywood, Florida; and

WHEREAS, the sludge dewatering process, which consists of the 80% removal of water from the sludge, is one of the many treatment processes at the SRWWTP; and

WHEREAS, the main components of the sludge dewatering system are six (6) belt presses and their respective control panels engineered, manufactured and installed by Andritz Separation, Inc.; and

WHEREAS, the six (6) associated control panels for the belt presses were originally installed in 1995 and the main components, panels and programing are in need of substantial upgrades; and

WHEREAS, during Fiscal Year 2012, the City Commission authorized the full replacement of the six (6) aging belt presses by issuing two distinctive sole source/turnkey purchase orders to Andritz Separation, Inc.; and

WHEREAS, recognizing the operational need to upgrade the existing control panels, Department of Public Utilities staff prepared the project scope, specifications, and construction documents for a turnkey project which consists of 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; and

WHEREAS, on January 19, 2017, the Department of Public Utilities staff advertised the project soliciting qualified construction services, and on March 7, 2017, one (1) bid proposal was received at the Office of the City Clerk and publicly opened at the City of Hollywood Southern Regional Wastewater Treatment Plant with the following result:

NO.	BIDDER	BID TOTAL
1	Andritz Separation, Inc.	\$284,998.00

;and

WHEREAS, the bid proposal from Andritz Separation, Inc. included exceptions to the City of Hollywood standard purchase order terms and conditions, causing staff to deem the proposal non-responsive; and

WHEREAS, based on the fact that the only bid received was not responsive, the Administration recommends that the City Commission cancel the bid for City Project No. 17-9621; and

WHEREAS, although the bid proposal included exceptions to the City of Hollywood standard purchase order terms and conditions, Andritz Separation, Inc. is a responsible contractor that is ready, willing and able to enter into an agreement to complete this project, and there are apparently no other contractors willing to submit proposals; and

WHEREAS, Section 38.40(C)(8) of the Code of Ordinances provides that purchases of, and contracts for, supplies or contractual services, when the Commission declares by a five-sevenths (5/7ths) affirmative vote that competitive bidding and competitive proposals are not in the best interest of the City, are exempt from the competitive bid and competitive proposal requirements of the Purchasing Ordinance; and

WHEREAS, the Administration recommends that pursuant to Section 38.40(C)(8), the City Commission waive competitive bidding and authorize the appropriate City Officials to issue a purchase order to Andritz Separation, Inc. for a turnkey project which consists of 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 at the Southern Regional Wastewater Treatment Plant, in the amount of \$284,998.00; and

WHEREAS, the Administration recommends accepting the requested deviations to the City's standard purchase order terms and conditions, noting that similar deviations were accepted by the City Commission via resolution during Fiscal Year 2012; and

WHEREAS, a portion of the funding for the Belt Filter Press Control Panels has been provided via Resolution No. R-2016-291 which continued the appropriation for previously approved Capital Projects from FY 2016 to FY 2017, and is available in account number 42.4000.85882.536.006301; and

WHEREAS, it is necessary to amend the approved Fiscal Year 2017 Capital Improvement Program as set forth in Exhibit A; and

WHEREAS, the estimated construction time for the full upgrade/refurbish of the six (6) control panels is one hundred twenty (120) calendar days from the Notice to Proceed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF HOLLYWOOD, FLORIDA:

Section 1: That it hereby cancels the bid for City Project No. 17-9621.

Section 2: That it hereby declares that competitive bidding and competitive proposals for City Project No. 17-9621 are not in the best interest of the City.

Section 3: That it hereby approves and authorizes the appropriate City Officials, to issue a purchase order to Andritz Separation, Inc., embodying the terms and conditions approved by the City Commission this date, to provide all the services, all parts and equipment necessary to fully upgrade the six (6) control panels associated with the existing Andritz belt presses at the SRWWTP, in a form acceptable to the City Manager and approved as to form and legality by the City Attorney.

Section 4: That it hereby approves and authorizes the execution, by the appropriate City Officials, of the attached Andritz Separation, Inc. Addendum to the City of Hollywood, FL Terms and Conditions between Andritz Separation, Inc. and the City of Hollywood, together with such non material changes as may be subsequently agreed to by the City Manager and approved as to form and legality by the City Attorney.

Section 5: That it hereby approves an amendment to the approved FY 2017 Capital Improvement Program, as set forth in the attached Exhibit A.

A RESOLUTION OF CANCELING THE BID FOR THE BELT FILTER PRESS CONTROL PANEL UPGRADE PROJECT AT THE SOUTHERN REGIONAL WASTEWATER TREATMENT PLANT, DECLARING THAT COMPETITIVE BIDS FOR THIS PROJECT WOULD NOT BE IN THE CITY'S BEST INTEREST, AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO ISSUE A PURCHASE ORDER TO ANDRITZ SEPARATION, INC.

Section 6: That this resolution shall be in full force and effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 17 day of May, 2017



JOSH LEVY, MAYOR

ATTEST:



PATRICIA A. CERNY, MMC, CITY CLERK

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



JEFFREY P. SHEFFEL, CITY ATTORNEY 

Exhibit A: Amendments / Transfers / Reallocations
Water & Sewer Enterprise Fund

Funding is available from Project 9096-WWTP Misc. Repairs

Transfer From:

Description	Account Number	Amount
9096-WWTP Misc. Repairs	42.4000.85299.536.006302	68,000

Transfer To:

Description	Account Number	Amount
9615-SLUDGE CAKE PUMPS REPL	42.4000.85882.536.006301	68,000

**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 CONDITIONS: 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 furnished 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

Signature

Print

Print

Title

Title

Date

Date

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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