SUBMIT BID TO:

CITY OF TAMARAC
PURCHASING AND CONTRACTS DIVISION
7525 NW 88TH AVENUE
TAMARAC, FL 33321
954-597-3570

INVITATION FOR BID

Bidder Acknowledgement

BID NO.:**16-25 B**

BID TITLE: **LIME SLUDGE REMOVAL, HAULING & DISPOSAL**

BID OPENING DATE/TIME: **3:00 P.M., July, 20 2016**

BUYER NAME: **ANDREW J ROZWADOWSKI**

BUYER PHONE: **954-597-3569**

BUYER EMAIL: **PRE-BID CONFERENCE/SITE INSPECTION: JULY 06,2016 Site inspection is mandatory Room 105**

BONDING: **Not required for this bid.**

GENERAL CONDITIONS

These instructions are standard for all bids for commodities/services issued by the City of Tamarac. The City of Tamarac may delete, supersede or modify any of these standard instructions for a particular bid such change in the Instructions to Bidders or in the special conditions of the bid. Any and all special conditions that may vary from these general conditions shall prevail over any conflicting provision within any vendor's standard terms and conditions regardless of any language in vendor's documentation to the contrary.

SEALED BIDS

This form should be submitted with all Bid Forms in a sealed envelope. The face of the envelope shall contain the above address, the Bid number and the Bid title. Bids not submitted on the attached Bid Form may be deemed non-responsive. All Bids are subject to the terms and conditions specified herein. Those bids that do not comply with these conditions may be deemed non-responsive.

BIDDER COMPANY NAME: WESTWIND CONTRACTING, INC

COMPANY ADDRESS: 3799 W. Hallandale Beach Blvd

COMPANY PHONE: 954 275-4576

NAME OF AUTHORIZED AGENT: Waldemar "Waldy" Polizzi

TITLE OF AUTHORIZED AGENT: President

AUTHORIZED AGENT EMAIL ADDRESS: waldyp@westwindcontracting.com

BIDDER TAXPAYER ID OR SOCIAL SECURITY NUMBER: 59-2655272

I certify that this Bid Acknowledgement is made without prior understanding, agreement or connection with any corporation, firm or person submitting a Bid for the same commodities and/or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid as an agent for the Bidder.

COMPANY NAME: (Please Print): WESTWIND CONTRACTING, INC

Phone: 954 275-4576 **Fax:** 954 961-7222

BEFORE SUBMITTING YOUR BID, MAKE SURE YOU...

1. ☑ Carefully read the General Terms & Conditions, Special Conditions and Special Provisions.
2. ☑ Properly fill out the **Bid Forms and the Schedule of Bid Prices**.
3. ☑ Fill out and sign the **Non-Collusive Affidavit** and have it properly notarized.
4. ☑ Sign the **Certification** page. **Failure to do so may result in your Bid being deemed non-responsive.**
5. ☑ Fill out the **Bidder's Qualification Statement**.
6. ☑ Fill out the **References** page.
7. ☑ Sign the **Vendor Drug Free Workplace Form**.
8. ☑ Fill out the **List of Subcontractors**.
9. ☑ **Include a 5% Bid Guaranty. Failure to provide the stipulated bond or guaranty will result in automatic rejection of your bid.** Payment and Performance Bonds will be required and **must** be submitted on the City's forms, included herein. N/A → N/A per addendum #1 on 3/12/16
10. ☑ **Include proof of insurance**.
11. ☑ **Include copy of State Certified or County Competency License(s)**

Submit one (1) original document, marked "Original" on its exterior and two (2) copies, prior to the bid opening deadline as well as a PDF copy on a USB Flash Drive or CD.

Make sure your Bid is submitted PRIOR to the deadline.
Late Bids will not be accepted.

Failure to provide the requested attachments may result in your bid being deemed non-responsive.

THIS SHOULD BE THE FIRST PAGE OF YOUR BID.

BID SCHEDULE
LIME SLUDGE REMOVAL, HAULING & DISPOSAL

Bidder, hereby declares that he or she has carefully examined the site of the proposed work, have read all terms and conditions of this solicitation and fully understands the specifications contained herein, and does hereby agree to furnish all labor, materials, tools, equipment, insurance, bonds, and incidentals and to sustain all the expenses incurred in performing the work in strict accordance with the Bid, specifications, plans and drawings, addendums, if applicable, which are made a part thereof at the following prices offered.

PROPOSED PRICE PER CUBIC YARD **(Estimated Volume = 5,000 C.Y. per year)**	$10.75
TOTAL BID PRICE PER YEAR **(Multiplier = 5,000)**	$ 53,750.00

TOTAL BID AMOUNT: $ 53,750.00 (Fifty three thousand, seven hundred fifty dollars, 00/100).

Please provide the proposed location where your firm plans to dispose of lime sludge waste removed from City premises:

Site Name Meekins Lake (Operated by Westwind Contracting, Inc)
EPGMD License Number: SW-BP00045-15

Site Address: 3501 W. Hallandale Beach Blvd, Pembroke Park, FL 33023

Failure to provide the information requested above MAY result in the disqualification of your bid response.

Westwind Contracting, Inc
Company Name

Authorized Signature

Waldemar "Waldy" Polizzi (CGC#1512900)
Print Name

President
Title

waldyp@westwindcontracting.com
Email Address

(954) 275-4576
Direct Phone Number

BID FORM

CITY OF TAMARAC
PURCHASING AND CONTRACTS DIVISION
7525 NW 88TH AVENUE
TAMARAC, FL 33321
"Committed to Excellence...Always

July 12, 2016

Addendum No. 1
16-25 B - Lime Sludge Removal, Hauling & Disposal
This addendum shall modify and become a part of the original Proposal Document. The following clarifications, changes, additions and/or deletions are hereby made part of the Contract Documents for **Bid No. 16-25 B - Lime Sludge Removal, Hauling & Disposal.**

Q: = Question
A: = Answer

TO ALL PROSPECTIVE BIDDERS:

Please note that all clarifications and answers to questions are shown in ***italic and bold*** font.

1) Q: Is a Bid Bond required?

A: ***No***

2) Q: Is a Payment and Performance Bond required?

A: ***No***

3) Q: How much is currently paid for this service. Please publish the current price per cubic yard.

A: ***$11.04 per cubic yard with the discussion of the contract escalation/de-escalation discussed in the pre-bid conference.***

4) Q: Please send a copy of the Sign-In sheet.

A: ***See attachment A***

Please return and/or acknowledge this Addendum No.1 with your bid submittal due **07/20/2016 at 3:00 PM local time to Tamarac City Hall, RM 108, 7525 NW 88th Ave., Tamarac, FL 33321.**

Sincerely,

Andrew J. Rozwadowski
Senior Procurement Specialist

WESTWIND CONTRACTING, INC.

Please Acknowledge Receipt and Review of this Addendum:

CITY OF TAMARAC
PURCHASING AND CONTRACTS DIVISION
7525 NW 88TH AVENUE
TAMARAC, FL 33321
"Committed to Excellence...Always

Company Name: WESTWIND CONTRACTING, INC

Authorized Signature: _____ Date: 7/20/16

Printed Name: Waldemar Polizzi

BID NO. 16-25 B

LIME SLUDGE REMOVAL, HAULING & DISPOSAL

Submitted by: Westwind Contracting, Inc Date 7/20/16

THIS BID IS SUBMITTED TO:

City of Tamarac
Purchasing and Contracts Manager
7525 Northwest 88th Avenue
Tamarac, Florida 33321

1. The undersigned Bidder proposes and agrees, if this bid is accepted, to enter into a contract with the City to perform and furnish all Work as specified herein for the Contract Price and within the Contract Period indicated in this bid.

2. This bid will remain subject to acceptance for ninety (90) days after the day of bid opening. Bidder will sign and submit the necessary documents required by the City within fifteen (15) days prior to the date of the City's Award.
   a. Bidder has familiarized itself with the nature and extent of the contract documents, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
   b. Bidder has given the City written notice of all conflicts, errors or discrepancies that it has discovered in the contract documents and the written resolution thereof by the City is acceptable to Bidder.
   c. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the City.

3. Bidder will complete the Work for the prices shown in the "Bid Form".

4. Bidder agrees that the Work will be substantially performed and complete in accordance with the schedules established herein.

BID FORM
(continued)

BID NO. 16-25 B

LIME SLUDGE REMOVAL, HAULING & DISPOSAL

The City reserves the right to reject any bid, if it deems that a vendor has deliberately provided erroneous information. The undersigned declare to have specific and legal authorization to obligate their firm to the terms of this bid, and further, that they have examined the Invitation to Bid, the instructions to Bidders, the Specifications, and other documents included in this bid request, and hereby promises and agrees that, if this bid is accepted, they will faithfully fulfill the terms of this bid together with all guarantees and warranties thereto. The undersigned bidding firm further certifies the product and/or equipment meets or exceeds the specification as stated in the bid package; and also agrees that products and/or equipment to be delivered which fail to meet bid specifications will be rejected by the City within thirty (30) days of delivery. Return of rejection will be at the expense of the bidder.

Authorized Signature	WESTWIND CONTRACTING, INC. Company Name
Waldemar "Waldy" Polizzi Typed/Printed Name	3799 W. Hallandale Beach Blvd Address
954 275-4576 Telephone	Pembroke Park, FL 33023 City, State, ZIP
954 961-7222 Fax	59-2655272 Federal Tax ID Number
waldyp@westwindcontracting.com Email address for above signer (if any)	CGC# 1512900 Contractor's License Number

BID FORM
(continued)

BID NO. 16-25 B

LIME SLUDGE REMOVAL, HAULING & DISPOSAL

Bidder's Name: WESTWIND CONTRACTING, INC.

TERMS: 0.5 % (percent discount, if any, if payment made within 5 DAYS; otherwise, terms are NET 30 days.

The City of Tamarac desires to have the ability to use a city credit card for payment. Will your firm accept a Visa credit card as payment from the City of Tamarac?

☐ Yes ☒ No

Delivery/completion: 2 calendar days after receipt of Notice to Proceed or Purchase Order, whichever is applicable for this project.

To be considered eligible for award, **one (1) original and two (2) copies of this bid form should** be submitted with the Bid. One original bid **must** be submitted at time of bid opening. Copies **must** be provided within 3 business days of City's request.

NOTE: Bid submittals without the manual signature of an authorized agent of the Bidder, as evidenced by completion of the Certified Resolution form contained herein (or acceptable Corporate Resolution) may be deemed non-responsive and ineligible for award.

NOTE: Bid submittals without the manual signature of an authorized agent of the Bidder shall be deemed non-responsive and ineligible for award.

IF "NO BID" IS OFFERED, PLEASE PROVIDE THE FOLLOWING INFORMATION:

Please indicate reason(s) why a Bid Proposal is not being submitted at this time. Return the Bid Form to avoid removal of Bidder from the City of Tamarac's vendor listing.

N/A

NON-COLLUSIVE AFFIDAVIT

State of FLORIDA)
)ss.
County of BROWARD)

Waldemar Polizzi being first duly sworn, deposes and says that:

He/she is the PRESIDENT, (Owner, Partner, Officer, Representative or Agent) of Westwind Contracting, Inc, the Offeror that has submitted the attached Proposal;

5. He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

6. Such Proposal is genuine and is not a collusive or sham Proposal;

7. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Offeror, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Offeror, firm, or person to fix the price or prices in the attached Proposal or of any other Offeror, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Offeror, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

8. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Offeror or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

Witness

By

Waldemar Polizzi
Printed Name

President
Title

ACKNOWLEDGMENT
NON-COLLUSIVE AFFIDAVIT

State of Florida
County of Broward

On this the 20th day of July, 2016, before me, the undersigned Notary Public of the State of Florida, personally appeared

Waldemar Polizzi and
(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand
and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

Stacy Peterson
(Name of Notary Public: Print, Stamp, or Type as Commissioned)

STACY PETERSON
MY COMMISSION # FF 216049
EXPIRES: May 29, 2019
Bonded Thru Notary Public Underwriters

☑ Personally known to me, or
☐ Produced identification:

N/A
(Type of Identification Produced)

☑ DID take an oath, or ☐ DID NOT take an oath

CERTIFICATION

THIS DOCUMENT MUST BE SUBMITTED WITH THE BID

We (I), the undersigned, hereby agree to furnish the item(s)/service(s) described in the Invitation to Bid. We (I) certify that we (I) have read the entire document, including the Specifications, Additional Requirements, Supplemental Attachments, Instructions to Bidders, Terms and Conditions, and any addenda issued. We agree to comply with all of the requirements of the entire Invitation To Bid.

Indicate which type of organization below:

INDIVIDUAL ☐ PARTNERSHIP ☐ CORPORATION ☒ OTHER ☐

If "Other", Explain:_____

Authorized Signature	Westwind Contracting, Inc Company Name
Waldemar "Waldy" Polizzi Typed/Printed Name	3799 W. Hallandale Beach Blvd Address
954 275-4576 Telephone	Pembroke Park, FL 33023 City, State, ZIP
954 961-7222 Fax	59-2655272 Federal Tax ID Number
waldyp@westwindcontracting.com Email address for above signer (if any)	CGC# 1512900 Contractor's License Number

BIDDER'S QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter:

Name of Company	Westwind Contracting, Inc
Address	3799 W. Hallandale Beach Blvd
City State Zip	Pembroke Park, FL 33023
Telephone	954 275-4576
Fax Number	954 961-7222

1. How many years has your organization been in business under its present name?

   29 Years

2. If Vendor is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statute: N/A

3. Under what former name(s) has your business operated?

   N/A

   List former address(es) of that business (if any).

   3501 W. Hallandale Beach Blvd, Pembroke Park, FL 33023

4. Are you Certified? Yes [X] No [ ] If Yes, attach copy of Certification

5. Are you Licensed? Yes [x] No [ ] If Yes, attach copy of License

6. Has your company ever declared bankruptcy? Yes [ ] No [X]

   If Yes, explain:

7. Are you a Sales Representative [ ] Distributor [ ] Broker [ ] or Manufacturer [ ] of the commodities/services bid upon? NO

8. Have you ever received a contract or a purchase order from the City of Tamarac or other governmental entity? Yes [X] No [ ] If yes, explain (date, service/project, bid title etc.)

   We performed several contracts for FDOT and several municipalities. At this time we are under contract to perform the same type of work for The City of Pembroke Pines, City of Miramar, The City of North Miami Beach, The City Coral Springs and The City of Sunrise.

9. Have you ever received a complaint on a contract or bid awarded to you by any governmental entity? Yes [ ] No [x] If yes, explain:

10. Have you ever been debarred or suspended from doing business with any governmental entity? Yes [ ] No [x] If yes, explain:

REFERENCES

Please list government agencies and/or private firms with whom you have done business during the last five years:

Your Company Name WESTWIND CONTRACTING, INC
Address 3799 W. Hallandale Beach Blvd
City State Zip Pembroke Park, FL 33023
Phone/Fax 954 275-4576 phone & 954 961-7222 fax

Agency/Firm Name: City of Sunrise
Address 4350 Sprngtree Drive
City State Zip Sunrise, FL 33351
Phone/Fax 954 572-2424
Contact Name Jim Dolam (City of Sunrise Water Plants Manager)
Email jdolam@cityofsunrise.com

Agency/Firm Name: City of Pembroke Pines Water Plant
Address 7960 Johnson Street
City State Zip Pembroke Pines, FL
Phone/Fax 954 347-0580 cell.
Contact Name Richard DeNova
Email

Agency/Firm Name: City of Miramar - Miramar East Water Plant
Address 13900 Pembroke Rd
City State Zip Miaramr, FL 33027
Phone/Fax 954 883-6806 phone & 954 602-4708
Contact Name Ron Eyma P.E. (Water Resources Manager)
Email rreyma@miramarfl.gov

Agency/Firm Name: City of Boynton Beach
Address 124 E. Wolbright Rd
City State Zip Boynton Beach, FL 33435
Phone/Fax 561 742-6420
Contact Name Bevis Pigott (Boynton Beach Utilities - Division Manager)
Email Pigottb@bbfl.us

Agency/Firm Name: City of Coral Springs
Address 3800 NW 85th Ave (Water Plant address)
City State Zip Coral Springs, FL 33065
Phone/Fax 954 345-2162 phone & 954 345-2169 fax
Contact Name Bryan Heller (water plant manager)
Email bheller@coralsprings.org

VENDOR DRUG-FREE WORKPLACE

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

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

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

9. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

10. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

11. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later that five (5) days after each conviction.

12. Impose a section on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

13. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

/Pres.

Authorized Signature

WESTWIND CONTRACTING, INC

Company Name

LIST OF SUBCONTRACTORS

The Bidder shall list below the names and business address of each subcontractor who will perform Work under this Bid in excess of one-half of one percent of the Contractor's Total Bid Price, and shall also list the portion of the Work that will be done by such subcontractor. After the opening of bids, no changes or substitutions will be allowed except as otherwise provided by law. The listing of more than one subcontractor for each item of Work to be performed with the words "and/or" will not be permitted. Failure to comply with this requirement will render the Bid as non-responsive and may cause its rejection.

Work to Be Performed	% Total Contract	Contractor License No.	Subcontractor Name/Address
Hauling/trucking (tri-axle dump trucks)	25%	N/A	A Falero Distributors, Inc 10420 SW 77th Ave, Pinecrest, FL 33156. Phone: (305) 665-9196

CERTIFIED RESOLUTION

I, ADAIR HAGAR (Name), the duly elected Secretary of Westwind Contracting (Corporate Title), a corporation organized and existing under the laws of the State of Florida, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the said corporation at a meeting held in accordance with law and the by-laws of the said corporation.

"IT IS HEREBY RESOLVED THAT Waldemar Polizzi (Name)", the duly elected President (Title of Officer) of Westwind Contracting (Corporate Title) be and is hereby authorized to execute and submit a Bid and/or Bid Bond, if such bond is required, to the City of Tamarac and **such other instruments in writing as may be necessary on behalf of the said corporation**; and that the Bid, Bid Bond, and other such instruments signed by him/her shall be binding upon the said corporation as its own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing resolution.

The City of Tamarac shall be fully protected in relying upon such certification of the secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring, the signature of any person so certified or for refusing to honor any signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

I further certify that the following are the name, titles and official signatures of those persons authorized to act by the foregoing resolution.

NAME	TITLE	SIGNATURE
WALDEMAR POLIZZI	PRESIDENT	
MARION L MOSELY	CEO	Marion L. Mosely

Given under my hand and the Seal of the said corporation this 20 day of July, 2016.

(SEAL)

By: Adair Hagar
Secretary

Secretary
Corporate Title

NOTE:

The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Tamarac that the person signing the Bid and Bid Bond for the corporation has been properly empowered by the corporation to do so in its behalf.

BID BOND

STATE OF FLORIDA)

)SS:

COUNTY OF BROWARD)

KNOW ALL MEN BY THESE PRESENTS, that we,_____ as Principal, and _____ as Surety, are held and firmly bound unto the City of Tamarac, a municipal corporation of the State of Florida in the penal sum of:

_____ Dollars ($_____) lawful money on the United States, for the payment of which sum well and truly to be made, 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:

_____

Bid No. _____

NOW, THEREFORE,

(a) If said Bid shall be rejected, or in the alternate.

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

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

N/A PER ADDENDUM No. 1 ON 7/12/16

ACKNOWLEDGEMENT
BID BOND

Signed and sealed this _____day of _____, 20_.

IN PRESENCE OF:

_____

_____

(AFFIX SEAL)

ATTEST:

_____
Secretary

ATTEST:

_____
Secretary

_____
Principal

_____
Business Address

_____
City/State/Zip

_____
Business Phone

_____
Surety*

_____
By

_____
Title

_____
Attorney-In-Fact*

_____
By

N/A

PER ADDENDUM NO 1 ON 7/12/16

*Impress Corporate Seal

WestWind Contracting
3799 W. Hallandale Beach Blvd. - Pembroke Park, Florida 33023
Tel (954) 961-7200 - Fax. (954) 961-7222

CITY OF TAMARAC
Bid No. 16-25B – Lime Sludge Removal, Hauling & Disposal

Westwind Contracting, Inc – Insurance Info attached

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/22/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Bowen, Miclette & Britt of Florida, LLC
1020 N. Orlando Avenue
Suite #200
Maitland FL 32751

CONTACT NAME: Pam Medley
PHONE (A/C, No, Ext): (407) 647-1616 FAX (A/C, No): (407) 628-1635
E-MAIL ADDRESS: certificates@bmbinc.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Amerisure Mutual Insurance Company	23396
INSURER B : Amerisure Insurance Company	19488
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
WESTWINDCO
WestWind Contracting, Inc.
3799 West Hallandale Beach Blvd.
Pembroke Park FL 33023-5732

COVERAGES CERTIFICATE NUMBER: 546903168 REVISION NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	CPP2084606	10/1/2015	10/1/2016	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY	Y	Y	CA2079116	10/1/2015	10/1/2016	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR	Y	Y	CU2079117	10/1/2015	10/1/2016	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $0							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The following policy provisions and/or endorsements form part of the policies of insurance represented by this certificate of insurance. The terms contained in the policies and/or endorsements supersede the representations made herein. Electronic copies of the policy provisions and/or endorsements listed below are available by emailing: certificates@bmbinc.com

When required by written contract, those parties listed in said contract, including the Certificate Holder, are added as an additional insured with respect to the General Liability, including ongoing operations and products/completed operations, Auto Liability, and Umbrella Liability as See Attached...

CERTIFICATE HOLDER

** SPECIMEN **
For Information/Bid Purposes Only

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

WESTWIND CONTRACTING, INC.

AGENCY CUSTOMER ID: WESTWINDCO

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Bowen, Miclette & Britt of Florida, LLC	WestWind Contracting, Inc. 3799 West Hallandale Beach Blvd. Pembroke Park FL 33023-5732
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

afforded by the policy and/or endorsements.

When required by written contract, waiver of subrogation is granted with respect to the General Liability, Auto Liability, and Umbrella Liability to those parties listed in said contract, including the Certificate Holder.

The General Liability certified herein is primary and non-contributory to other insurance available, but only to the extent required by written contract.

WESTWIND CONTRACTING, INC.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTOR'S BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Policy Number CPP2084606	**Agency Number**	**Policy Effective Date** 10/01/2015
Policy Expiration Date 10/01/2016	**Date**	**Account Number**
Named Insured WestWind Contracting, Inc.	**Agency** Bowen, Miclette & Britt of Florida	**Issuing Company** Amerisure Mutual Insurance Co.

1. a. **SECTION II - WHO IS AN INSURED** is amended to add as an insured any person or organization:

   (1) Whom you are required to add as an additional insured on this policy under a written contract or written agreement relating to your business; or

   (2) Who is named as an additional insured under this policy on a certificate of insurance.

   b. The written contract, written agreement, or certificate of insurance must:

   (1) Require additional insured status for a time period during the term of this policy; and

   (2) Be executed prior to the "bodily injury", "property damage", or "personal and advertising injury" leading to a claim under this policy.

   c. If, however:

   (1) "Your work" began under a letter of intent or work order; and

   (2) The letter of intent or work order led to a written contract or written agreement within 30 days of beginning such work; and

   (3) Your customer's customary contracts require persons or organizations to be named as additional insureds;

   we will provide additional insured status as specified in this endorsement.

2. **SECTION II - WHO IS AN INSURED** is amended to add the following:

   If the additional insured is:

   a. An individual, their spouse is also an additional insured.

   b. A partnership or joint venture, members, partners, and their spouses are also additional insureds.

   c. A limited liability company, members and managers are also additional insureds.

   d. An organization other than a:

   (1) Partnership;

   (2) Joint venture; or

   (3) Limited liability company;

   executive officers and directors of the organization are also additional insureds. Stockholders are also additional insureds, but only with respect to their liability as stockholders.

   e. A trust, trustees are also insureds, but only with respect to their duties as trustees.

3. The insurance provided under this endorsement is limited as follows:

a. That person or organization is an additional insured only with respect to liability arising out of:

(1) Premises you:

(a) Own;

(b) Rent;

(c) Lease; or

(d) Occupy; or

(2) Ongoing operations performed by you or on your behalf. If, however, the written contract, written agreement, or certificate of insurance also requires completed operations coverage, we will also provide completed operations coverage for that additional insured.

b. Premises, as respects paragraph **3.a.(1)** above, include common or public areas about such premises if so required in the written contract or written agreement.

c. Additional insured status provided under paragraphs **3.a.(1)(b)** or **3.a.(1)(c)** above does not extend beyond the end of a premises lease or rental agreement.

d. Ongoing operations, as respects paragraph **3.a.(2)** above, does not apply to "bodily injury" or "property damage" occurring after:

(1) All work to be performed by you or on your behalf for the additional insured(s) at the site of the covered operations is complete, including related materials, parts or equipment (other than service, maintenance or repairs); or

(2) That portion of "your work" out of which the injury or damage arises is put to its intended use by any person or organization other than another contractor working for a principal as a part of the same project.

e. The limits of insurance that apply to the additional insured are the least of those specified in the:

(1) Written contract;

(2) Written agreement;

(3) Certificate of insurance; or

(4) Declarations of this policy.

The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

f. The insurance provided to the additional insured does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of, or failure to render, any professional services, including but not limited to:

(1) The preparing, approving, or failing to prepare or approve:

(a) Maps;

(b) Drawings;

(c) Opinions;

(d) Reports;

(e) Surveys;

(f) Change orders;

(g) Design specifications; and

(2) Supervisory, inspection, or engineering services.

g. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraph **4. Other Insurance** is deleted and replaced with the following:

4. Other Insurance.

Coverage provided by this endorsement is excess over any other valid and collectible insurance available to the additional insured whether:

a. Primary;

b. Excess;

c. Contingent; or

d. On any other basis;

unless the written contract, written agreement, or certificate of insurance requires this insurance be primary. In that case, this insurance will be primary without contribution from such other insurance available to the additional insured.

h. If the written contract, written agreement, or certificate of insurance as outlined above requires additional insured status by use of CG 20 10 11 85, then the terms of that endorsement, shown below, are incorporated into this endorsement to the extent such terms do not restrict coverage otherwise provided by this endorsement:

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization: Blanket Where Required by Written Contract, Agreement, or Certificate of Insurance that the terms of CG 20 10 11 85 apply

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

CG 20 10 11 85

i. If the written contract, written agreement, or certificate of insurance as outlined above requires additional insured status by use of an Insurance Services Office (ISO) endorsement, then the coverage provided under this CG 70 48 endorsement does not apply. Additional insured status is limited to that provided by the ISO endorsement.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/24/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Insurance Agency of the South LLC
dba Advanced Comp
170 Fitzgerald Road
Lakeland FL 33813

CONTACT NAME:
PHONE (A/C, No, Ext): 863-646-3332 FAX (A/C, No): 863-646-5004
E-MAIL ADDRESS: wccertificate@advancedcomp.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Bridgefield Employers Ins. Co.	10701
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED WESTCON-01
Westwind Contracting, Inc.
3799 West Hallendale
Pembroke Park FL 33023

COVERAGES **CERTIFICATE NUMBER:** 621018624 **REVISION NUMBER:**

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			083041197	3/1/2016	3/1/2017	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N / A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Proof of Coverage

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
Fidelz H. Dilby

WESTWIND CONTRACTING, INC.

WestWind Contracting
3799 W. Hallandale Beach Blvd. - Pembroke Park, Florida 33023
Tel (954) 961-7200 - Fax. (954) 961-7222

CITY OF TAMARAC
Bid No. 16-25B – Lime Sludge Removal, Hauling & Disposal

Follow attached copies of Westwind Contracting:

- State of Florida General Contractor License# 1512900
- Westwind Contracting Disposal Facility Broward County License # SW-BP00045-15
- Broward County Business License – General Contractor
- Town of Pembroke Park License

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD (850) 487-1395
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

POLIZZI NETO, WALDEMAR
WESTWIND CONTRACTING INC
8445 SOUTH LAKE FOREST DRIVE
DAVIE FL 33328

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto **www.myfloridalicense.com**. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CGC1512900 ISSUED: 06/02/2016

CERTIFIED GENERAL CONTRACTOR
POLIZZI NETO, WALDEMAR
WESTWIND CONTRACTING INC

IS CERTIFIED under the provisions of Ch 489 FS
Expiration date AUG 31, 2018 L1606020001328

DETACH HERE

RICK SCOTT, GOVERNOR KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER	
CGC1512900	

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

POLIZZI NETO, WALDEMAR
WESTWIND CONTRACTING INC
3799 WEST HALLANDALE BEACH BLVD
PEMBROKE PARK FL 33023

ISSUED: 06/02/2016 DISPLAY AS REQUIRED BY LAW SEQ # L1606020001328

Environmental Protection and Growth Management Department
ENVIRONMENTAL LICENSING AND BUILDING PERMITTING DIVISION
One North University Drive, Mailbox 302, Plantation, FL 33324
954-765-4400 · FAX 954-519-1493

SOLID WASTE MANAGEMENT LICENSE

EPGMD License Number: SW-BP00045-15

APPLICANT:
Todd Watson, Senior VP
DCT/CE, LLC
9025 BOGGY CREEK Rd, UNIT 1
Orlando, FL 32824
Phone: (407) 218-7558

FACILITY NAME/ADDRESS:
Meekins Lake
3501 W HALLANDALE BEACH BLVD
Pembroke Park, FL 33023
OPERATOR: Westwind Contracting Inc.
ATTN: Waldy Polizzi, On-site Contact

This license is issued under provisions of Chapter 27 of the Broward County Code of Ordinances hereinafter called the Code. The above-named applicant, hereinafter called Licensee, is hereby authorized to perform the work or operate the facility shown on the approved drawings, plans, documents, and specifications submitted by Licensee and made a part hereof and described specifically below. The issuance of this license is a final agency determination. A person with a substantial interest may file a petition to request review of or to intervene in a review of a final administrative determination, subject to the provisions of Section 27-14, Broward County Code of Ordinances, and in accordance with sections 120.569 and 120.57 of the Florida Statutes, when applicable. If no objection to this license is received within 14 days, you will be deemed to have accepted it and all the attached terms and conditions.

ALL GENERAL CONDITIONS and SPECIFIC CONDITIONS, as attached, are considered to constitute the requirements of this license. The Licensee is required to fully comply with all these conditions. Any failure to comply with conditions or requirements as set forth may result in revocation or suspension of this license and may subject the Licensee to enforcement action in accordance with provisions of Article 1, Division 4 of the Code.

NATURE OF BUSINESS: Borrow Pit Reclamation Project

DESCRIPTION: A borrow pit reclamation project to continue filling 19.14 acres of an existing borrow pit which is estimated to use approximately 405,915 cubic yards of fill material consisting of clean sand, limestone rock, and clean debris, as defined in Chapter 27-214 of the Broward County Code. Following completion of the filling, a 7.0 acre lake is to be constructed within this fill area, leaving a net fill area of 12.14 acres.

Prepared By:	Steve Schwerstein
Application Received:	10/05/2015
Date of Issue:	01/06/2016
Renewal App. Due:	09/01/2020
Expiration Date:	10/31/2020

Damaris Lugo
Environmental Licensing and Building Permitting Division

SOLID WASTE MANAGEMENT LICENSE

GENERAL CONDITIONS

(1) The terms, conditions, requirements, limitations and restrictions set forth herein are accepted by the Licensee and must be completed by the Licensee and are enforceable by The Environmental Protection and Growth Management Department (THE AGENCY) pursuant to this chapter. THE AGENCY will review this license periodically and may revoke or suspend the license, and initiate administrative and/or judicial action for any violation of the conditions by the Licensee, its agents, employees, servants or representatives.

(2) The license is valid only for the specific uses set forth in the license application and any deviation from the approved uses may constitute grounds for revocation, suspension, and/or enforcement action by THE AGENCY.

(3) In the event the Licensee is temporarily unable to comply with any of the conditions of the license or with the Code, the Licensee shall notify THE AGENCY within eight (8) hours or as stated in the specific section of the Code. Within three (3) working days of the event, the Licensee shall submit a written report to THE AGENCY that describes the incident, its cause, the measures being taken to correct the problem and prevent its reoccurrence, the owner's intention regarding the repair, replacement and reconstruction of destroyed facilities and a schedule of events leading toward operating within the license condition.

(4) The issuance of this license does not convey any vested rights or exclusive privileges, nor does it authorize any injury to the public or private property or any invasion of personal rights, or any violation of federal, state or local laws or regulations.

(5) This license must be available for inspection on the Licensee's premises during the entire life of the license.

(6) By accepting this license, the Licensee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this licensed facility or activity, that are submitted to the County, may be used by the County as evidence in any enforcement proceeding arising under the Code, except where such use is prohibited by section 403.111, Florida Statutes.

(7) The Licensee agrees to comply and shall comply with all provisions of the most current version of the Code.

(8) Any new owner or operator of a licensed facility shall apply by letter for a transfer of license within thirty (30) days after sale or legal transfer. The transferor shall remain liable for performance in accordance with the license until the transferee applies for and is granted a transfer of license. The transferee shall be liable for any violation of the Code that results from the transferee's activities. The transferee shall comply with the transferor's original license conditions when the transferee has failed to obtain its own license.

(9) The Licensee, by acceptance of this license, specifically agrees to allow access and shall allow access to the licensed source, activity or facility at times to AGENCY personnel for the purposes of inspection and testing to determine compliance with this license and the Code.

(10) This license does not constitute a waiver or approval of any other license, approval, or regulatory requirement by this or any other governmental agency that may be required.

(11) Enforcement of the terms and provisions of this license shall be at the reasonable discretion of THE AGENCY, and any forbearance on behalf of THE AGENCY to exercise its rights hereunder in the event of any breach by the Licensee, shall not be deemed or construed to be a waiver of THE AGENCY's rights hereunder.

LICENSE NO: SW-BP00045-15
FACILITY NAME: Meekins Lake

SPECIFIC CONDITIONS:

1. The licensee shall receive and deposit only clean debris for use as fill material in the borrow pit reclamation area. Materials such as: solid waste; any form of metal except if the metal is embedded in concrete and does not protrude more than six (6) inches; vinyl materials; compost made from solid waste; putrescible, deleterious materials or materials that leach contaminants or will not retain their physical or chemical structure under expected conditions of disposal; vegetative debris; mulch; and any other materials that are determined by ELBPD to pose any risk to water supplies, the environment, or public health and safety, are prohibited.

2. The licensee shall maintain, at a minimum, one (1) spotter on-site at all times during operational hours to inspect all loads of fill material received on-site. The spotter shall identify and remove any prohibited materials which may have been inadvertently included in the load prior to placement in the borrow pit reclamation area.

3. The licensee shall ensure all personnel on-site are properly trained to operate the facility and to identify and properly manage any prohibited materials received at the facility.

4. The licensee shall remove all metal embedded in concrete that protrudes in excess of six inches prior to placement in the borrow pit reclamation area.

5. The licensee shall maintain appropriate containers or secure storage areas on-site and deposit prohibited materials removed from the fill material in the containers or secured storage areas.

6. The licensee shall remove and properly dispose of all prohibited materials stored on-site within seven (7) days of receipt.

7. The licensee shall provide fencing or other effective barriers on-site to control access to the site, secure the borrow pit reclamation area and prevent disposal of waste or materials other than fill material.

8. The licensee shall maintain sign(s) in a conspicuous location clearly visible to the general public indicating the name of the operating authority, contact person and telephone number in case of emergency, hours of operation, and list of prohibited materials.

9. The licensee shall ensure surface water quality is maintained at the standards set forth in Chapter 27, Article V of the Code. Equipment such as screens, booms, and curtains shall be installed as necessary to maintain compliance with water quality standards.

10. **The licensee shall maintain a minimum of six monitoring wells on site in accordance with the site plan.** As identified on the site plan, two monitoring wells shall be located in each area identified. One well in each area shall be at a depth equal to that of the subject surface water being filled, and one shall be a shallow well at a depth of ten (10) feet below the water table.

SPECIFIC CONDITIONS cont'd:

11. **All monitoring wells shall be sampled and analyzed on an annual basis, in January of each year,** for the parameters listed in Chapter 27-216(c)(1)g.2., of the Code (Specific Condition 16). Results shall be reported in accordance with Chapter 27, Article VI, Section 27-216(c)(1)I.3., of the Code (Specific Condition 14).

12. The licensee shall adhere to the monitoring requirements specified in Section 27-216(c)(1)g of the Code, in the license conditions, and with all applicable sections of the Code, as amended. All sampling and analysis must be performed in accordance with the most current version of Broward County's "Minimum Criteria for Monitoring Well Installation and Sampling." Field sampling procedures must be approved in accordance with Rule 62-160.220, F.A.C. Laboratories performing analyses shall hold certification from the Florida Department of Health Environmental Laboratory Accreditation Program in accordance with Rule, 62-160.300, F.A.C.

13. The licensee shall submit written notification to ELBPD five (5) working days prior to all sampling events so that ELBPD may collect split samples.

14. The licensee shall submit water quality analytical results in electronic format to ELBPD at **wastemanagementsection@broward.org**, as required in Sections 27-216(c)(1)g.1.a) and b), of the Code within thirty (30) days of sampling, summarized in letter form, which includes date(s) of samples, laboratory report(s), a map showing the monitoring well location(s), a description of the sampling procedure(s), field sheets and chain of custody form(s). A signed cover page is to be included with the submittal. In the event electronic mailing is not available, please send the results to:

    Broward County Environmental Protection and Growth Management Department
    Environmental Licensing and Building Permitting Division (ELBPD)
    Environmental Engineering and Licensing Section
    ATTN: Waste Management Section
    1 North University Drive, Mailbox 201
    Plantation, Fl. 33324

15. If monitoring parameters are detected in monitoring wells in concentrations above those water quality levels established as background for the site, or which are at levels above the standards set forth in Chapter 27, Article V of the Code, the licensee shall immediately provide written notice to ELBPD of the exceedance(s) within twenty-four (24) hours of detection. Within five (5) working days of detection of the exceedance(s), the licensee shall submit to ELBPD a written action plan to correct the exceedance(s). The plan shall describe the nature and extent of the problem, including copies of laboratory reports, a map of the sample location(s) and a description of the sampling procedures used and the proposed remedy including, as applicable, a time schedule which includes a justification for the proposed time schedule.

SPECIFIC CONDITIONS cont'd:

16. The following parameters are required for groundwater quality analysis:

    a) Field Parameters:
    pH
    Temperature
    Conductivity
    Dissolved Oxygen
    Water Elevations
    Colors and Sheens (by observation)

    b) Laboratory Parameters:
    Total Aluminum
    Chlorides
    Nitrate
    Sulfate
    Total Dissolved Solids
    Turbidity
    Total Iron
    Sodium
    Total Arsenic
    Total Cadmium
    Total Chromium
    Total Lead
    Total Mercury
    Ammonia
    Phenols
    Those parameters listed in EPA Method 624, or most current technology.

    Analytical results will only be accepted from a State of Florida certified laboratory.

17. The licensee of a borrow pit reclamation area shall maintain a record on-site recording daily, in cubic yards, the following:

    a) The total quantity of fill material received on-site.
    b) The total quantity of fill material deposited in the borrow pit reclamation area.
    c) The total quantity of prohibited material removed, by type, and the final disposal location(s) for the prohibited wastes including facility name, location and telephone number.

SPECIFIC CONDITIONS cont'd:

18. The licensee of a borrow pit reclamation area shall submit to ELBPD a monthly report no later than the fifteenth (15th) day of the succeeding month to the following email address: **wastemanagementsection@broward.org**. The report shall include:

    a) The facility name, address and license number.
    b) The month covered by the report.
    c) A summary of the daily information collected in accordance with Section 27-216(c)(1)i.1. (Specific Condition 17).

    In the event electronic mailing is not available, please send the report to:

    Broward County Environmental Protection and Growth Management Department
    Environmental Licensing and Building Permitting Division (ELBPD)
    Environmental Engineering and Licensing Section
    ATTN: Waste Management Section
    1 North University Drive, Mailbox 201
    Plantation, Fl. 33324

19. The licensee shall finish slopes resulting from fill activity at a minimum of 4:1 (horizontal to vertical) between the control elevation out to a depth of two (2) feet below the average dry season water table elevation and stabilize with vegetation within ninety (90) days of slope construction.

20. The licensee of a borrow pit reclamation area shall give written notice to ELBPD within thirty (30) days after project completion or expiration of the license period, whichever occurs first. This notification shall include a survey of the borrow pit reclamation area including borrow pit bank slopes under seal by a professional land surveyor registered with the State of Florida as well as the total acreage filled. ELBPD may require additional reports as deemed necessary to ensure environmental compliance.

21. Upon completion of the license period, ELBPD will evaluate the collective water quality data and will make a determination on monitoring closure, monitoring extension, or contamination assessment initiation.

22. Unless otherwise instructed, upon approval of monitoring closure, the licensee shall abandon the wells in accordance with the most current version of Broward County's "Minimum Criteria for Monitoring Well Installation and Sampling." and Rule 62-532.500(4), F.A.C.

23. The licensee shall notify ELBPD in writing prior to any change of the on-site operator at the facility. This notification shall include at a minimum, the operator name, address, phone number, and contact person, as well as a description of the operation.

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016

DBA:
Business Name: WESTWIND CONTRACTING INC

Receipt #: 180-5809
Business Type: GENERAL CONTRACTOR (GENERAL ENG CONST BUILDER)

Owner Name: WALDEMAR POLIZZI
Business Location: 3799 W HALLANDALE BCH BLVD PEMBROKE PARK
Business Phone: 954-961-7200

Business Opened: 08/01/1986
State/County/Cert/Reg: CGC1512900
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		50		

For Vending Business Only
Number of Machines: Vending Type:

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
135.00	0.00	0.00	0.00	0.00	0.00	135.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

WALDEMAR POLIZZI
3799 W HALLANDALE BCH BLVD
PEMBROKE PARK, FL 33023

Receipt #WWW-14-00128572
Paid 09/09/2015 135.00

2015 - 2016

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER
CGC1512900

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

POLIZZI NETO, WALDEMAR
WESTWIND CONTRACTING INC
3799 WEST HALLANDALE BEACH BLVD
PEMBROKE PARK FL 33023

ISSUED: 06/02/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1606020001328

Name of Business

WESTWIND CONTRACTING, INC.

Is Hereby Engaged In The Business Profession or Occupation Of

HEAVY CONSTRUCTION & EXCAVATION

Local Location:

3799 W HALL BCH BLVD

Name Of Business/Mailing Address:

WESTWIND CONTRACTING, INC.

3799 W HALL BCH BLVD
PEMBROKE PARK FL 33023

Business Tax Receipt
Oct. 1, 2015 To Sept. 30, 2016
TOWN OF PEMBROKE PARK
3150 S.W. 52nd Avenue
Pembroke Park Florida 33023

Receipt No. *16-133708*

Account No. *133708*

Fee $ 105.00

Del. Penalty $

1/2 year

Date Paid 09-11-15

NOTICE: In the event the business for which this receipt was issued changes hands, said receipt may be transferred within 30 days of such change or will become null and void. All personal tax due on said business must be paid before such transfer will be granted.

This Receipt Must Be Posted In A Conspicuous Place

Town Manager