

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration Workshop Initiative

SHORT TITLE

OR MOTION: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SERVICE CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND WESTWIND CONTRACTING, INC. PROVIDING FOR SLUDGE DISPOSAL SERVICES; PROVIDING AN EFFECTIVE DATE. (\$149,760)

Summary of Purpose and Why:

Execution of this contract will allow Utility Staff to dispose of lime sludge, a byproduct of the lime softening water treatment process. Total estimated annual expenditure \$149,760.



Accomplishing this item supports achieving initiative "1.4. Ensure safe drinking water standards" identified in the City's: Quality and Affordable Services Strategy and supports Initiative 2.2 Expand conservation efforts and other efficiency efforts under the Quality and Affordable Services Strategy, as use of lime softening process yields more water than membrane technologies, resulting in water conservation.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Utilities Department
- (2) Primary staff contact: A. Randolph Brown / Phil Hyer Ext 7044 / 7030
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: Account 412-3320-533.45-50 \$149,760

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Utilities	<u>3/28/16</u>	APPROVE	<u>[Signature]</u>
Purchasing	<u>3/28/16</u>	APPROVE	<u>[Signature]</u>
City Attorney	<u>3/30/16</u>	APPROVE	<u>[Signature]</u>
Finance	<u>3/29/16</u>	APPROVE	<u>[Signature]</u>
Budget	<u>3/30/16</u>	APPROVE	<u>[Signature]</u>

Advisory Board
 Development Services Director
 City Manager [Signature]

[Signature]

ACTION TAKEN BY COMMISSION:

Ordinance	Resolution	Consideration	Workshop
1st Reading	1st Reading	Results:	Results:
_____	_____	_____	_____
_____	_____	_____	_____
2nd Reading	_____	_____	_____
_____	_____	_____	_____



Phone: (954) 545-7016

**City of Pompano Beach
UTILITIES TREATMENT PLANT**

Fax: (954) 545-7046

MEMORANDUM NO. 16 - 19

DATE: March 22, 2016

TO: Mark Berman, City Attorney

VIA: A. Randolph Brown, Utilities Director

C: Otis Thomas, General Services Director

FROM: Phil Hyer, Utilities Treatment Plants Superintendent *PH*

SUBJECT: Resolution Request for Agenda Item- Consideration/Approval and Execution of Service Contract with Westwind Contracting, Inc.

Issue:

This month Utilities was informed by Waste Management that our lime sludge would no longer be accepted at their Delta Recycling site. Waste Management offered an alternate disposal site at the landfill for \$ 29.50 per ton. This would equate to approximately \$ 564,512 annually.

Background:

Lime sludge is a by-product of the lime softening treatment process. For the last decade the Utilities Department had been disposing lime sludge at Waste Management's Delta Recycling site for a flat rate of \$60 per load. Upon notice that disposal was no longer available at this rate, staff investigated other options.

Westwind Contracting Inc. has offered the City their disposal site for the same flat rate disposal charge of \$ 60 per load. In addition, they have offered the option of hauling and disposal for a flat rate of \$ 180 per load.

Recommendation:

Utilities staff requests preparation of a Resolution for Commission consideration for the execution of the attached Agreement between Westwind Contracting Inc. and City of Pompano Beach on an as needed basis. The estimated annual expenditure for these disposal services is \$149,760. Funding for this disposal services will be expensed to the Utilities Water Treatment Operating account line # 412-3320-533. 45-50.

Please find attached:

1. Agreement between City of Pompano Beach and Westwind Contracting
2. Exhibit A- Proposal and Licensing
3. Exhibit B- COI



City Attorney's Communication #2016-678

March 25, 2016

TO: Phil Hyer, Utilities Treatment Plants Superintendent
FROM: Mark E. Berman, City Attorney
RE: Resolution – Service Contract for Lime Sludge Disposal Services

As requested in your memorandum dated March 22, 2016, Utilities Administration Memorandum No. 16-19, attached please find the following captioned resolution:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SERVICE CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND WESTWIND CONTRACTING, INC. PROVIDING FOR LIME SLUDGE DISPOSAL SERVICES; PROVIDING AN EFFECTIVE DATE.

Please feel free to contact me if I may be of further assistance.



MARK E. BERMAN

/jrm
L:cor/util/2016-678

Attachment

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SERVICE CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND WESTWIND CONTRACTING, INC. PROVIDING FOR LIME SLUDGE DISPOSAL SERVICES; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a Contract between the City of Pompano Beach and Westwind Contracting, Inc. providing for lime sludge disposal services, a copy of which Contract is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Contract between the City of Pompano Beach and Westwind Contracting, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2016.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

SERVICE CONTRACT

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by the CITY OF POMPANO BEACH, hereinafter referred to as “City” and Westwind Contracting, Inc., hereinafter referred to as “Contractor.”

WHEREAS, City requires services which Contractor is capable of providing, under the terms and conditions hereinafter described or referenced; and

WHEREAS, Contractor is able and prepared to provide such services as City does hereinafter require, under those terms and conditions set forth.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement; Exhibit “A” – Scope of Work; Exhibit “B” insurance requirements, if needed; and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

2. Purpose. City hereby contracts with Contractor to provide lime sludge disposal services upon the terms and conditions herein set forth.

3. Scope of Work. Contractor will provide the services to be rendered as set forth in Exhibit “A” (Scope of Work), attached hereto and by reference incorporated herein and made a part hereof.

4. Term of Contract. This Contract shall be for a term of one (1) year beginning with the date this Contract is fully executed by both parties.

5. Renewal. In the event City determines the Contractor to be in full compliance with this contract and Contractor’s performance to be satisfactory, then City shall have the option to renew this contract for an additional three (3) periods of one (1) year, provided that City will provide notification within sixty (60) days of termination date of its intention.

6. Maximum Obligation. City agrees to pay Contractor in consideration for its services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the City in writing, Contractor will continue to provide services as specified in Exhibit “A” for the term of the contract.

7. Price Formula. City agrees to pay Contractor for performance of the services set forth in this Agreement as follows:

- **Payment of a Fixed Fee of \$ 60.00 per load hauled by the City or Contractor hired by City for disposal fee.**
- **Payment of a Fixed Fee of \$ 180.00 per load hauled by Westwind Contracting, Inc. or Contractor hired by Westwind Contracting, Inc. for hauling and disposal fee.**

8. Invoices. Contractor shall submit the invoices to City as follows:

Invoices shall be submitted on a monthly basis.

9. Payment. All payments by the City shall be made after the service has been provided. All invoices shall be submitted to the City for approval and payment will be issued within forty-five (45) days of submittal.

10. Disputes.

A. Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

B. Any action brought against either party to enforce this Agreement will be brought in Broward County, Florida.

11. Communications. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below.

If to Contractor: Westwind Contracting, Inc.
Waldemar "Waldy" Polizzi
3799 W. Hallandale Beach Blvd
Pembroke Park, FL 33023

If to City: City of Pompano Beach
City Manager
P. O. Box 1300
Pompano Beach, FL 33060

12. Information and Documents. All information, data, reports, as are existing, if any, and necessary for carrying out the work as outlined in Exhibit "A" hereof, shall be furnished to Contractor without charge by City, and City shall cooperate in the carrying out of the work without undue delay.

13. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice to the other party.

14. Force Majeure. Contractor shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Contractor. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake, flood or other natural disaster; acts of the government; riots, strikes, war or civil disorder; unavailability of fuel.

15. Insurance. Throughout the term of this Agreement, Contractor and any Sub-Contractors shall procure and maintain liability insurance in the type and amounts set forth in Exhibit "B" attached hereto. Such insurance shall specify that it is issued on an "occurrence" basis. Contractor and any Sub-Contractors shall name City as additional insured on said policies and shall provide evidence of such insurance. Such policies shall provide that they may not be canceled without at least thirty (30) days notice to City.

16. Indemnity. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the contract.

17. Assignment. Contractor shall not assign all or any portion of this Agreement without the prior written consent of the City, and it is agreed that said consent must be sought in writing by Contractor not less than fifteen (15) days prior to the date of any proposed assignment.

18. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

19. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

20. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning all federal, state and county regulations and licensing for solid waste handling and disposal, worker's compensation, unemployment compensation and minimum wage requirements.

21. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

22. Mutual cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

23. Public Records.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service;
2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 199, Fla. Stat., or as otherwise provided by law;
3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
4. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the city in a format that is compatible with the information technology systems of the City.

B. The failure of Contractor to comply with the provisions set forth in this section shall constitute a Default and Breach of this Agreement and the city shall enforce the Default in accordance with the provisions set forth in this Agreement or as provided by law.

24. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

25. Waiver. Any waiver of any breach of the covenants herein contained to be performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the City from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

26. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

27. Headings. The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

28. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

The City hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials, if any, and to do and cause to do and be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

The Contractor for himself and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

It is further provided that no liability shall be attached to the City by reason of entering into this contract, except as expressly provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Witnesses:

CITY OF POMPANO BEACH

By: _____

LAMAR FISHER, MAYOR

By: _____

DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

“CONTRACTOR”

WESTWIND CONTRACTING, INC

(Print or type name of company here)

Witnesses:

Adair Hagar

ADAIR HAGAR

(Print or Type Name)

Molly Toledo

MOLLY TOLEDO

(Print or Type Name)

By: [Signature]

Print Name: Waldemar Polizzi

Title: President

Business License No. CGC1512900 FL Certified
General Contractor

Broward County Local Business #180-5909

Broward County Solid Waste Management License:
SW-BP00045-15

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 21 day of March, 2016, by Waldemar Polizzi as President of Westwind Contracting, a Florida corporation on behalf of the corporation. He/~~she~~ is personally known to me or who has produced N/A (type of identification) as identification.

NOTARY'S SEAL:

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

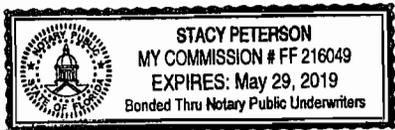


Exhibit "A"

Scope of Work

Westwind Contracting, Inc.

EXHIBIT "A" to service contract



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

March 15, 2016

City of Pompano Beach
Mr. Phil Hyer
Utility Treatment Plans Superintendent
1205 NE 5th Ave
Pompano Beach, FL 33060

Water Plant Lime Sludge Disposal

Mr. Hyer:

This letter is to confirm that we can receive and properly dispose lime sludge from Pompano Beach water plant at our Pembroke Park facility that operates under Broward County EPGMD License number SW-BP00045-15 according to the following:

- 1) Disposal fee: \$60.00 per load. 1 load = 1 tri-axle or tandem dump truck = 22 tons' max capacity.
- 2) \$60.00 disposal fee per load is the tipping fee only does not include loading or hauling to our approved facility at Pembroke Park, FL.
- 3) If needed, we can use one of Westwind's 22 tons' dump truck to haul and dispose the lime sludge for \$180/load. Under this option Westwind will send a truck to the Water Plant and Pompano Beach Water Plant employees will load the truck. Loading time is expected to be no more than 20 minutes per truck load.
- 4) Our existing license is valid up to 10/31/2020 so we are willing to sign a contract and guarantee our prices and services up to this date.
- 5) Attached copy of our license.

Please call or email if you have any questions or need further information,

Thank you for the opportunity,

A handwritten signature in black ink, appearing to read 'Waldemar Polizzi', is written over the typed name and title.

Waldemar "Waldy" Polizzi
President

Florida Lic. CGC1512900 - Florida Lic. CUC056754 - Broward Lic. 89-1062
Heavy Construction, Excavation, Earthmoving, Land Development, Road Building, Mitigation
Member of F.T.B.A & E.C.A. of South Florida
Internet Address – <http://www.westwindcontracting.com>

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, 2016



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

ISSUED: 06/18/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1406180001342

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



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

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.

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

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.

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

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.

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

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.

Exhibit "B"

Insurance Requirements



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/22/2016

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 Bowen, Miellette & 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 E-MAIL ADDRESS: certificates@bmbinc.com	FAX (A/C, No): (407) 628-1635
	INSURER(S) AFFORDING COVERAGE	
INSURED WESTWINDCO WestWind Contracting, Inc. 3799 West Hallandale Beach Blvd. Pembroke Park FL 33023-5732	INSURER A: Amerisure Mutual Insurance Company	NAIC # 23396
	INSURER B: Amerisure Insurance Company	NAIC # 19488
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 371263744

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	CPP2084606	10/1/2015	10/1/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	CA2079116	10/1/2015	10/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0	Y	Y	CU2079117	10/1/2015	10/1/2016	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 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**CANCELLATION**

City of Pompano Beach Risk Manager P.O. Box 1300 Pompano Beach FL 33060	BY <i>JM</i> 03/22/16	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 <i>[Signature]</i>

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/23/2016

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 #	
INSURED WESTCON-01 Westwind Contracting, Inc. 3799 West Hallendale Pembroke Park FL 33023	INSURER A: Bridgefield Employers Ins. Co. 10701	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 916842496 **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 <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE OED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	083041197	3/1/2016	3/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 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)

RECEIVED
 03-23-16
 JFM

CERTIFICATE HOLDER City of Pompano Beach Risk Manager P.O.Box 1300 Pompano Beach FL 33061	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 <i>Fidelity H. Dillig</i>
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