

Council

Michael J. Napoleone, Mayor
Tanya Siskind, Vice Mayor
John T. McGovern, Councilman
Maria Antuña, Councilwoman
Amanda Silvestri, Councilwoman

Manager

Jim Barnes

July 30, 2025

Flotech Environmental, LLC.
657 South Drive, Suite 401
Miami, FL, 33166
ESTIMATING@FLOTECHLLC.COM

RE: ITB# 202331

Greetings,

Flotech Environmental, LLC. (AWARDEE) is an awardee of the Utilities section of contract # 20240023, ITB #202331. The contract is set to expire on October 10, 2025 and allows for three (3) additional one (1) year renewals by mutual agreement. Wellington would like to exercise the first renewal option through October 10, 2026 under the same terms and conditions as stipulated on Page 11 of the referenced ITB which is conditioned upon subsequent approval by Wellington Council.

The award/renewal is subject to provisions of State Statutes, Palm Beach County Commission on Ethics and Code of Ethics, and Wellington policies. All Awardees must disclose with their Renewal the name of any officer, director, or agent who is also a Wellington employee. Further, all Awardees must disclose the name of any Wellington employee who is employee in the Awardees firm or any of its branches.

If AWARDEE violates or is a party to a violation of the Wellington, Palm Beach County or Florida Code of Ethics with respect to this Renewal, AWARDEE may be disqualified from performing the work described in this Renewal or from furnishing the goods or services for which the AWARDEE submitted and shall be further disqualified from bidding on any future Proposals/Bids for work or for goods or services for Wellington. A copy of the Wellington, Palm Beach County Commission on Ethics and Code of Ethics and State Ethics Codes is available at the Wellington Clerk's Office, 12300 Forest Hill Boulevard, Wellington, FL 33414. By signing this Renewal Agreement, AWARDEE acknowledges no such conflict.

AWARDEE shall not unlawfully discriminate against any person in its operation and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. AWARDEE shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act {ADA} in the course of providing any services funded by this Agreement, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, AWARDEE shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or


recruiting advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility.

AWARDEE's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

Please sign, notarize and return the attached State of Florida Foreign Countries of Concern Affidavit and the Affidavit - Human Trafficking-Coercion.

Please indicate acceptance or rejection of the renewal and return to my attention by August 13, 2025.

If you should have any questions, please contact me or anyone else in the Purchasing Department.

Accept Renewal:	<u>Jose Luis Ferre, Managing Member</u>		<u>8/6/2025</u>
	Printed Name/Title	Signature	Date
Reject Renewal:	<u></u>	<u></u>	<u></u>
	Printed Name/Title	Signature	Date

Thank you,
Steven Koch
561-753-2534
skoch@wellingtonfl.gov

CONFLICT OF INTEREST STATEMENT

This renewal is subject to the conflict of interest provisions of the policies and Code of Ordinances of WELLINGTON, the Palm Beach County Code of Ethics, and the Florida Statutes. During the term of this Agreement and any renewals or extensions thereof, the VENDOR shall disclose to WELLINGTON any possible conflicts of interests. The VENDOR's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of WELLINGTON. The terms below shall be defined in accordance with the policies and Code of Ordinances of WELLINGTON, the Palm Beach County Code of Ethics, and Ch. 112, Part III, Florida Statutes.

CHECK ALL THAT APPLY.

NO CONFLICT:

☒ To the best of our knowledge, the work contemplated by this agreement would not create a conflict of interest due to the undersigned's representation of other clients on projects pending before the Village of Wellington.

☒ To the best of our knowledge, the undersigned business has no employment or other contractual relationship with any WELLINGTON employee, elected official or appointed official.

☒ To the best of our knowledge, the undersigned business has no officer, director, partner or proprietor that is a WELLINGTON purchasing agent, other employee, elected official or appointed official. The term "purchasing agent", "elected official" or "appointed official", as used in this paragraph, shall include the respective individual's spouse or child, as defined in Ch. 112, Part III, Florida Statutes.

☒ To the best of our knowledge, no WELLINGTON employee, elected official or appointed official has a material or ownership interest (5% ownership) in our business. The term "employee", "elected official" and "appointed official", as used in this paragraph, shall include such respective individual's relatives and household members as described and defined in the Palm Beach County Code of Ethics.

POTENTIAL CONFLICT:

☐ The undersigned business, by attachment to this form, submits a list of current clients and projects for which it is currently seeking Village approval and which may cause a potential conflict of interest due to any of the above listed reasons or otherwise.

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT IT IS INELIGIBLE TO PERFORM WORK ON BEHALF OF THE VILLAGE OF WELLINGTON FOR ANY OF THE CLIENTS OR PROJECTS LISTED IN THE ATTACHEMENT TO THIS FORM. FAILURE TO DISCLOSE A POSSIBLE CONFLICT OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR BID/PROPOSAL OR IN THE IMMEDIATE CANCELLATION OF YOUR AGREEMENT, WHICHEVER IS APPLICABLE.

Flotech Environmental, LLC

COMPANY NAME



AUTHORIZED SIGNATURE

Jose L. Ferre

NAME (PRINT OR TYPE)

Managing Member

TITLE

Rev. 5.28.2025