



AGREEMENT FOR
PUMP REFURBISHMENT SERVICES

Between

WELLINGTON

And

MWI CORPORATION
DBA
MWI PUMPS

AGREEMENT FOR PUMP REFURBISHMENT SERVICES

THIS AGREEMENT FOR PUMP REFURBISHMENT SERVICES ("Agreement") is made this _____ day of _____, 2025 by and between the VILLAGE OF WELLINGTON (hereinafter referred to as WELLINGTON), Florida and MWI CORPORATION DBA MWI PUMPS (hereinafter referred to as VENDOR), located in Deerfield Beach, Florida.

WHEREAS, it is necessary for WELLINGTON to obtain the services from VENDOR to provide Pump Refurbishment Services for pumps located at Pump Stations #3, #6 and #9; and

WHEREAS, VENDOR represents it is capable and prepared to provide such services.

NOW, THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

ARTICLE 1 EFFECTIVE DATE

The effective date of this Agreement shall be the date the Purchase Order is issued by WELLINGTON. The Purchase Order shall be issued no later than December 1, 2025.

The term of this Agreement shall begin on the effective date, subject to appropriation of funding, except that it may be terminated as provided herein. The Agreement shall remain effective through final completion of services, but in no event later than May 1, 2026

ARTICLE 2 SERVICES TO BE PERFORMED BY VENDOR

VENDOR shall perform the Services for WELLINGTON as an independent contractor, as specifically set forth in the proposal attached hereto as **EXHIBIT "A"** and incorporated herein by this reference, and as may be specifically designated and authorized by WELLINGTON (the 'Services'). In the event of a conflict between the terms of **EXHIBIT "A"** and this Agreement, the terms of this Agreement shall control.

ARTICLE 3 COMPENSATION

3.1 GENERAL

As compensation for providing the Services, WELLINGTON shall pay VENDOR's fees based on the amount stipulated in the proposal attached as **EXHIBIT "A."** VENDOR represents and warrants that it shall notify WELLINGTON in writing prior to doing any further work pursuant to this Agreement if it will exceed the contract amount provided for herein.

3.2 DELAY

If the VENDOR is delayed at any time in the progress of the Services by changes ordered in the Services, by labor disputes, fire, unusual delay in transportation, unavoidable casualties, inclement weather, causes beyond the Vendor's control, or by any cause which the Wellington Representative may determine justifies the delay, then the Contract Time shall be extended by written Change Order for such reasonable time as the Wellington Representative may determine. All requests for extensions of time other than those associated with changes in the Services, must be submitted in writing to Wellington's Representative within three (3) business days of the event giving rise to the delay. Failure to request an extension will constitute a waiver of any right for an extension of time. In the event that Vendor is delayed in the progress of the Services, and is granted an extension of time in which to perform the Services; in no instance will Vendor be entitled to increased costs, compensation or damages as a result

of delay. All damages that may occur by reason of delay are hereby waived by Vendor. Said claim shall specifically include, among other things, an adjusted critical path schedule reflecting precisely the delay and its claimed impact upon the Vendor's future performance. Claims for adverse weather conditions shall be documented by data substantiating the weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction. The parties agree that time is of the essence in the performance of this Agreement

ARTICLE 4 INSURANCE

During the performance of the Services under this Agreement, VENDOR shall maintain the following insurance policies written by an insurance company authorized to do business in Florida:

4.1 General Liability Insurance with each occurrence limits of not less than One Million Dollars (\$1,000,000), personal injury and advertising injury liability of not less than One Million Dollars (\$1,000,000), and general aggregate of not less than One Million Dollars (\$1,000,000). Shall include Primary and Non-Contributory endorsement and shall name the Village of Wellington as an additional insured.

4.2 Workers' Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) for each accident, not less than One Million Dollars (\$1,000,000) for each disease, and not less than One Million Dollars (\$1,000,000) aggregate.

4.3 NOT USED

4.4 Automobile Liability Insurance if VENDOR will be on site with limits of not less than One Million Dollars (\$1,000,000). Shall name Village of Wellington as additional insured.

The required insurance coverage is to be issued by an insurance company authorized and licensed to do business in the State of Florida, with a minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide.

Deductible amounts shall not exceed five percent (5%) of the total amount of required insurance in each category. Should any policy contain any unusual exclusion, said exclusions shall be so indicated on the certificate(s) of insurance.

VENDOR shall furnish WELLINGTON certificates of insurance which shall include a provision that policy cancellation, non-renewal, or reduction of coverage will not be effective until at least thirty (30) days written notice has been made to WELLINGTON.

VENDOR shall not commence work under this Agreement until all insurance required as stated herein has been obtained, and such insurance has been approved by WELLINGTON.

ARTICLE 5 STANDARD OF CARE

VENDOR shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a comparable professional under similar circumstances, and VENDOR shall, at no additional cost to WELLINGTON, re-perform Services which fail to satisfy the foregoing standard of care. VENDOR warrants that all Services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 6 INDEMNIFICATION

6.1 GENERAL

Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, WELLINGTON and VENDOR agree to allocate such liabilities in accordance with this Article 6.

6.2 INDEMNIFICATION

In consideration for this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, VENDOR hereby releases, indemnifies, and holds harmless Wellington, its officers, agents, elected officials, and employees ("Indemnified Parties") from and against all claims, damages, actions losses, and expenses including, without limitation, claims by or on behalf of VENDOR, its employees, officers, agents, and representatives, for personal injury, illness, death, medical bills or any other type of injury or damage, together with attorneys' fees, at both the trial and appellate level, arising out of, resulting from, or relating to the Services or this Agreement, or VENDOR's violation of any rule, law, code, ordinance, emergency order, or federal, state, or local health guidelines with respect to the Services or this Agreement, whether caused by the negligence of the Indemnified Parties or otherwise. VENDOR acknowledges, understands, and agrees that this provision is binding upon it, as well as its successors, assigns, and legal representatives. Nothing contained herein shall be construed or interpreted as consent by WELLINGTON to be sued by third parties, nor as a waiver of sovereign immunity beyond the waiver or monetary limits provided in section 768.28, Florida Statutes.

6.3 SURVIVAL

Upon completion of all Services, obligations, and duties provided for in this Agreement or in the event of termination of this Agreement for any reason, the terms and conditions of this Article and exhibits cited herein shall survive.

ARTICLE 7 INDEPENDENT CONTRACTOR

VENDOR undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance. WELLINGTON shall have no right to supervise the methods used, but WELLINGTON shall have the right to observe such performance. VENDOR shall work closely with WELLINGTON in performing Services under this Agreement.

ARTICLE 8 COMPLIANCE WITH LAWS

In performance of the Services, VENDOR will comply with applicable regulatory requirements, including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria, standards, emergency orders, and health guidelines.

ARTICLE 9 SUBCONSULTING

WELLINGTON reserves the right to accept the use of a subconsultant or to reject the selection of a particular subconsultant. If a subconsultant fails to perform or make progress as required by this Agreement and it is necessary to replace the subconsultant to complete the work in a timely fashion, VENDOR shall promptly do so, subject to acceptance of the new sub consultant by WELLINGTON.

ARTICLE 10 FEDERAL AND STATE TAXES

WELLINGTON is exempt from Federal Tax and State Sales and Use Taxes. Upon request, WELLINGTON will provide an exemption certificate to VENDOR. VENDOR shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with WELLINGTON, nor shall VENDOR be authorized to use WELLINGTON's Tax Exemption Number in securing such materials.

ARTICLE 11 AVAILABILITY OF FUNDS

The obligations of WELLINGTON under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the Council of WELLINGTON. WELLINGTON reserves the right to fiscally fund out at any time without penalty.

ARTICLE 12 WELLINGTON'S RESPONSIBILITIES

WELLINGTON shall be responsible for providing reasonable access to the pump stations, facilities, and equipment as necessary to allow VENDOR to perform its work.

ARTICLE 13 NOT USED

ARTICLE 14 NOT USED

ARTICLE 15 GOVERNING LAW AND VENUE

The laws of the State of Florida shall govern this Agreement. Any and all legal action necessary to enforce this Agreement will be held in Palm Beach County, and the Agreement will be interpreted according to the laws of Florida.

ARTICLE 16 NON-DISCRIMINATION

VENDOR 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. VENDOR 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, VENDOR 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.

VENDOR'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.

ARTICLE 17 WAIVER

A waiver by either WELLINGTON or VENDOR of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or

acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

ARTICLE 18 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement, and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

The provisions of this Article shall not prevent the entire Agreement from being void should a provision, which is of the essence of the Agreement, be determined to be void.

ARTICLE 19 ENTIRETY OF AGREEMENT

WELLINGTON and VENDOR agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between WELLINGTON and VENDOR pertaining to the Services, whether written or oral. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 20 MODIFICATION

This Agreement may be modified only by a written amendment executed by both parties.

ARTICLE 21 SUCCESSORS AND ASSIGNS

WELLINGTON and VENDOR each binds itself and its partners, successors, assigns, and legal representatives to the other party to this Agreement and to its partners, successors, executors, administrators, assigns, and legal representatives. VENDOR shall not assign this Agreement without the express written approval of WELLINGTON via executed amendment.

ARTICLE 22 OWNERSHIP OF DOCUMENTS

Any and all documents, records, disks, or other information generated in connection with this Agreement shall become the property of WELLINGTON for its use and/or distribution as may be deemed appropriate by WELLINGTON.

ARTICLE 23 NOT USED

ARTICLE 24 NOTICE

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

As To WELLINGTON

As To VENDOR

Village of Wellington
12300 Forest Hill Blvd
Wellington, Florida 33414
Danielle Zembrzusi
Purchasing Manager

MWI Corporation DBA MWI Pumps
33 NW 2nd Street
Deerfield Beach, FL 33441
Dana Eller
President

Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received; however, facsimile transmissions received (i.e., printed) after 5:00 p.m. or on Fridays, weekends or holidays will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of VENDOR and WELLINGTON.

ARTICLE 25 CONTRACT ADMINISTRATION

Services of VENDOR shall be under the general direction of Michael Zembrzusi, or designee, who shall act as WELLINGTON's representatives during the term of the Agreement.

ARTICLE 26 KEY PERSONNEL

VENDOR shall notify WELLINGTON in the event of key personnel changes which might affect this Agreement. Notification shall be made within ten (10) days of said changes. WELLINGTON has the right to reject proposed changes in key personnel.

ARTICLE 27 NOT USED

ARTICLE 28 CONFLICT OF INTEREST

This Agreement is subject to any and all applicable conflict of interest provisions found in the policies or Code of Ordinances of Wellington, the Palm Beach County Code of Ethics and Ch. 112, Part III, Florida Statutes. The VENDOR's completed Conflict of Interest Statement shall be attached hereto as **EXHIBIT "B"** and incorporated herein by this reference. During the term of this Agreement and any renewals or extensions thereof, the VENDOR shall continue to 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.

ARTICLE 29 PALM BEACH COUNTY OFFICE OF INSPECTOR GENERAL:

In accordance with Palm Beach County ordinance number 2011-009, the VENDOR understands that any contract that results from this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The VENDOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

ARTICLE 30 PUBLIC ENTITY CRIMES

No consultant may be a person or affiliate identified on the Department of General Services "Convicted Vendor" list. This list is defined as consisting of persons and affiliates who are disqualified from the

public contracting and purchasing process because they have been found guilty of a public entity crime. The VENDOR shall comply with section 287.133, Florida Statutes, as is amended from time to time.

ARTICLE 31 TIME

Time is of the essence in all respects under this Agreement. Timely completion of pump reconditioning services is critical to WELLINGTON, particularly in preparation for and during hurricane season. The parties acknowledge that delays in turnaround may result in significant risk and potential costs to WELLINGTON. Accordingly, the parties agree to liquidated damages as set forth herein.

ARTICLE 31.1 LIQUIDATED DAMAGES FOR DELAY

The parties agree that time is of the essence in the performance of this Agreement. If VENDOR fails to complete the services, and return and install pumps by May 1, 2026, WELLINGTON shall be entitled to collect liquidated damages in the amount of One Hundred Dollars (\$100.00) per calendar day for each day beyond the agreed completion date until final completion of the services. Such assessments shall be immediately due and payable to WELLINGTON or, at wellington's option, may be deducted from any amounts due to VENDOR under this agreement. Any sums due and payable hereunder by VENDOR shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by WELLINGTON, estimated at, or before the time of executing this agreement.

ARTICLE 32 PREPARATION OF AGREEMENT

This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

ARTICLE 33 PUBLIC RECORDS

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, CHEVELLE HALL AT 561-791-4000, CHALL@WELLINGTONFL.GOV, 12300 FOREST HILL BLVD. WELLINGTON, FL 33414.

ARTICLE 34 SCRUTINIZED COMPANIES

Pursuant to sections 215.4725 and 287.135 of the Florida Statutes, by entering into this Agreement, VENDOR certifies that it, its affiliates, suppliers, subcontractors, and consultants who will perform or benefit hereunder, are not on the Scrutinized Companies that Boycott Israel List and are not participating in a boycott of Israel. If this Agreement is valued greater than \$1 million, VENDOR further certifies pursuant to sections 215.473 and 287.135, Florida Statutes, that it, its affiliates, suppliers, subcontractors, and consultants who will perform or benefit hereunder, (a) have not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List; and (b) do not have business operations in Cuba or Syria. Submitting a false certification shall be deemed a material breach of this Agreement. If the Village determines, using credible information available to the public, that VENDOR has submitted a false certification, or otherwise engaged in any of the activities prohibited by this paragraph or the applicable Florida Statutes, the

Village may terminate this Agreement and pursue the remedies set forth in section 287.135, Florida Statutes, and any other available remedies.

ARTICLE 35 COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ARTICLE 36 E-VERIFY

Compliance with FS 448.095 - Wellington requires all consultants, contractors and subcontractors to register with the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of their newly hired employees. All contractors performing work for Wellington are required to provide proof of registration with the E-Verify System and must provide an affidavit stating that each subcontractor it hires does not employ, contract with, or subcontract with an unauthorized alien.

APPROVED AS TO FORM AND IN WITNESS WHEREOF, WELLINGTON and VENDOR have executed this Agreement as of the day and year first above written.

VILLAGE OF WELLINGTON

**VENDOR: MWI Corporation
DBA MWI Pumps**

By: _____
Michael Napoleone, Mayor

By: _____

Printed Name, Title

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

ATTEST:

By: _____
Laurie Cohen, Village Attorney

By: _____
Chevelle Hall, Village Clerk

EXHIBIT A
[Attach Proposal]



October 28, 2025
Village of Wellington
Att: Mike Zembrzusi
14001 Pierson Rd.
Wellington FL 33414

Dear Mike,

As per your request I'm submitting the following for your review.

**PUMP STATION #3 Pump #1
NW342X48 Vertical Pump**

Repair MWI Couch Water Lubricated Vertical Line Shaft Pump

Supply transportation, crane, and labor to pull pump.
Supply transportation, crane and labor to set pump.
Replace all line shaft bearings
Replace cutlass bearings
Repair all seals
Replace gaskets & hardware
Replace all lubricants
Repair and re weld distributor blades on pumps
Re weld cracks throughout pump
Confirm impeller pitch & re balance
Sand blast and epoxy coat pump inside and out
Reassemble pump and supply stainless steel hardware
Price includes all shop labor and materials.
Wellington is responsible for the removal of guards, belts, grating, and re install.

TOTAL PRICE: \$43,952.00

Note: After the pumps are disassembled, Wellington will be contacted for inspection of any other unforeseen damage. Other repairs will not be performed without written permission from the district.

Sincerely,

Tom Hyde

MWI Rental Main Office
208 N.W. 1st Street Deerfield Beach, FL 33441
Phone: (954) 427-2206 Fax: (954) 426-2009

MWI Rental Tampa
7905 Baseline Court Tampa, FL 33637
Phone: (813) 899-2863 Fax: (813) 899-2862

MWI Rental Fort Myers
4945 Kim Lane NE Fort Myers, FL 33905
Phone: (239) 337-4747 Fax: (239) 337-1331

MWI Rental Orlando
9337 Bachman Road Orlando, FL 32824
Phone: (407) 854-3378 Fax: (407) 854-3376

MWI Rental Vero Beach
7775 S.W. 9th St. (Oslo Rd.) Vero Beach, FL 32968
Phone: (772) 770-0004 Fax: (772) 770-1096

MWI Rental Jacksonville
11000 Blasius Road Jacksonville, FL 32226
Phone: (904) 425-6741 Fax: (904) 425-6744



September 12, 2025
Village of Wellington
Att: Mike Zembrzusi
14001 Pierson Rd.
Wellington FL 33414

Dear Mike,

As per your request I'm submitting the following for your review.

PUMP STATION #6 Pump #2
Pump S#7305 or S#7306 to be determined after pump is pulled.
NW348X54 Vertical Pump

**Repair Greased Lubricated MWI Couch Pump Vertical Line Shaft Pump
Standard Repair**

Supply transportation, crane, and labor to pull pump.
Supply transportation, crane and labor to set pump.
Repair carbon pump shaft where required
Replace all line shaft bearings
Replace cutlass bearings
Repair all seals
Replace gaskets & hardware
Replace all lubricants
Repair and re weld distributor blades on pumps
Re weld cracks throughout pump
Confirm impeller pitch & re balance
Sand blast and epoxy coat pump inside and out
Reassemble pump and supply stainless steel hardware
Blank flange
Price includes all shop labor and materials.
Wellington is responsible for the removal of guards, belts, grating, and re install.

TOTAL PRICE: \$59,633.00

Note: After the pumps are disassembled, Wellington will be contacted for inspection of any other unforeseen damage. Other repairs will not be performed without written permission from the district.

Sincerely,

Tom Hyde

MWI Rental Main Office
208 N.W. 1st Street Deerfield Beach, FL 33441
Phone: (954) 427-2206 Fax: (954) 426-2009

MWI Rental Tampa
7905 Baseline Court Tampa, FL 33637
Phone: (813) 899-2863 Fax: (813) 899-2862

MWI Rental Fort Myers
4945 Kim Lane NE Fort Myers, FL 33905
Phone: (239) 337-4747 Fax: (239) 337-1331

MWI Rental Orlando
9337 Bachman Road Orlando, FL 32824
Phone: (407) 854-3378 Fax: (407) 854-3376

MWI Rental Vero Beach
7775 S.W. 9th St. (Oslo Rd.) Vero Beach, FL 32968
Phone: (772) 770-0004 Fax: (772) 770-1096

MWI Rental Jacksonville
11000 Blasius Road Jacksonville, FL 32226
Phone: (904) 425-6741 Fax: (904) 425-6744



September 16, 2025
Village of Wellington
Att: Mike Zembrzuski
14001 Pierson Rd.
Wellington FL 33414

Dear Mike,

As per your request I'm submitting the following for your review.

PUMP STATION #9 Pump #1
Pump S#7512
NW342X48 Vertical Pump

Repair MWI Couch Water Lubricated Vertical Line Shaft Pump

Supply transportation, crane, and labor to pull pump.
Supply transportation, crane and labor to set pump.
Replace all line shaft bearings
Replace cutlass bearings
Repair all seals
Replace gaskets & hardware
Replace all lubricants
Repair and re weld distributor blades on pumps
Re weld cracks throughout pump
Confirm impeller pitch & re balance
Sand blast and epoxy coat pump inside and out
Reassemble pump and supply stainless steel hardware
Price includes all shop labor and materials.
Wellington is responsible for the removal of guards, belts, grating, and re install.

TOTAL PRICE: \$43,952.00

Note: After the pumps are disassembled, Wellington will be contacted for inspection of any other unforeseen damage. Other repairs will not be performed without written permission from the district.

Sincerely,

Tom Hyde

Exhibit B

CONFLICT OF INTEREST STATEMENT

This Proposal/Agreement (whichever is applicable) 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 undersigned business has no potential conflict of interest for this Agreement due to any other clients, contracts, or property interests.

☒ 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.

☒ To the best of our knowledge, the undersigned business has no current clients that are presently subject to the jurisdiction of WELLINGTON's Planning, Zoning and Building Department. _____

POTENTIAL CONFLICT:

☐ The undersigned business, by attachment to this form, submits information which may be a potential conflict of interest due to any of the above listed reasons or otherwise.

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE FAILURE TO CHECK THE APPROPRIATE BLOCKS ABOVE OR TO ATTACH THE DOCUMENTATION OF ANY POSSIBLE CONFLICTS OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR BID/PROPOSAL OR IN THE IMMEDIATE CANCELLATION OF YOUR AGREEMENT, WHICHEVER IS APPLICABLE.

MWI Pumps
COMPANY NAME


AUTHORIZED SIGNATURE

Dana J Eller
NAME (PRINT OR TYPE)

President
TITLE