



REQUEST FOR QUALIFICATIONS
FOR
HYDROGEOLOGIC CONSULTING SERVICES
ON A
CONTINUING CONTRACT BASIS

SEACOAST UTILITY AUTHORITY

August 2009

**REQUEST FOR QUALIFICATIONS
HYDROGEOLOGIC CONSULTING SERVICES
on a
Continuing Contract Basis**

Sealed Submittals, in quadruplicate, for professional services ("Services") of qualified Hydrogeologic Consultants ("Professionals") will be received by Seacoast Utility Authority ("Authority") in the Purchasing Office located at 4200 Hood Road, Palm Beach Gardens, Florida 33410, for the Services until 2:00 pm, Local Time, August 27, 2009 then opened publicly at that time and read. All Submittals shall be in sealed envelopes addressed to Purchasing Agent, Seacoast Utility Authority, 4200 Hood Road, Palm Beach Gardens, Florida 33410, and plainly marked on the outside:

RFQ ITEM: HYDROGEOLOGIC SERVICES

Services: Provide professional hydrogeologic consulting services on an as needed basis for Seacoast Utility Authority.

The OWNER is Seacoast Utility Authority.

Ordering Instructions: This package can be requested from Oniva DemandStar on our Web site www.sua.com or on the Onvia Web site <http://www.demandstar.com> or by calling (800) 711-1712.

Interested Professionals with technical questions concerning the Services should contact the Authority at the above address or by calling Bruce Gregg between the hours of 9:00 a.m. and 4:00 p.m, Monday through Friday at (561) 627-2900 ext. 326.

The Authority reserves the right to reject any or all Submittals with or without cause, to waive technical errors and informalities, or to accept the Submittal, which in its judgment best serves the public interest.

Seacoast Utility Authority
/s/ Mary Ann Stiles
Clerk
PUB: The Palm Beach Post
July 27, 2009

PROFESSIONAL SERVICES RFQ DOCUMENTS

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INSTRUCTIONS

REQUEST FOR QUALIFICATIONS

1. Purpose and Services

a. Seacoast Utility Authority ("Authority") has published a Request for Qualifications ("RFQ") to establish a contract for professional services ("Services") to be rendered by qualified ("Professional(s)") which term, for the purposes of these Instructions, may refer to an individual or an entity as the context may require as described in the RFQ. These Instructions and the addenda and exhibits attached hereto are a part of the RFQ. Professionals have been asked to respond to the RFQ by offering submittals ("Submittal(s)") in accordance with the RFQ.

b. The Services are to be rendered for the following;

Provide professional hydrogeologic consulting services on an as need basis for Authority.

c. A description of the Services is set forth in the "Services Description" attached hereto as Exhibit A.

2. Procedure for Submitting Qualifications

a. Each Professional who wishes to respond to the RFQ is required to submit four (4) complete copies of his Submittal. Envelopes, packets or packages containing the Qualification shall be sealed, postage paid, if mailed, and shall reflect on their face the information required by the RFQ, the name and address of the Professional and the date and hour of the deadline for receipt of Submittals.

b. The Submittals will be publicly opened in the Authority's Purchasing Office at 4200 Hood Road, Palm Beach Gardens, Florida, in the presence of purchasing officials at the time stated.

c. All Professionals or their representatives are invited to be present.

d. Any Submittals received after the time and date specified will not be considered. The failure of a Professional to comply with any of the specifications, terms and conditions of the RFQ shall be valid reason for rejection of the Submittals.

e. Any Submittal may be withdrawn up until the time scheduled for opening the Submittals.

f. Due to irregularity of mail delivery, each Professional is cautioned to assure actual delivery to his Submittal to the Purchasing Office prior to the deadline in order to be considered.

3. Qualification Submittal Format. Submittals must be concise and should consist of the following:

a. Letter of Transmittal - A brief statement of the Professional's understanding of the Services and a commitment to perform the Services in a timely fashion. If the Professional is not an individual, but rather an entity such as a corporation or partnership, this statement should contain the names of the individuals who will be authorized to make representations for the Professional, their titles, addresses and telephone numbers, and must be signed by the officer authorized and designated to negotiate for the Professional.

b. Profile and Qualifications - A brief description of the capabilities, adequacy of personnel, past record and experience of the Professional (or of its personnel if not an individual, but rather an entity such as a corporation or partnership). Emphasis must be given to experience with the expertise in completing activities listed in the Services Description.

This should also contain the resumes of the individuals who will be responsible for performing the Services and recent, pertinent references for the Professional and/or these individuals.

c. Scope of Work - A detailed analysis of the Services and the reasons the Professional feels his approach would be the most cost effective to the Authority.

d. Standard Form 330

e. Verification Form - The form is attached hereto as Exhibit B and must be completed for ranking purposes. The information provided will be used by the Authority in evaluating the capabilities, adequacy of personnel, past record and experience of the Professional.

4. Consideration of Submittals

a. Within approximately 60 days after the due date for Submittals, and after review and evaluation thereof by the Authority's selection committee, the Authority will prepare a short list ranking the preferred professionals.

b. Within approximately 90 days after the preferred Professionals on the short list have been selected, the preferred Professionals will provide oral presentations to the Authority's selection committee.

c. At a scheduled meeting promptly after the oral presentations, the Board of the Authority will consider the selection of the Professionals in order of preference. After selecting the Professionals in order of preference, the Authority will commence negotiations with the Professional considered to be the most qualified.

5. Competency of Professionals

a. No Submittal will be accepted from, nor will any contract be entered into with, any Professional which is in default on any obligation to the Authority or which has failed to perform faithfully any previous contract with the Authority.

b. Submittals will be considered only from Professionals which are regularly engaged in the business of providing services similar to the Services, which produce evidence that they have established a satisfactory record of performance for a reasonable period of time and which have sufficient financial support, equipment and organization to insure that they can satisfactorily execute the Services if awarded a contract.

c. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or a public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

6. Contracts

a. The Submittal of the successful Professional shall become a legal obligation only if a contract is duly authorized and adopted by the Authority's Board. Any contract resulting from this RFQ will be on a lump sum or a time and material basis and may contain a renewal option if deemed appropriate by the Authority and shall be in a format similar to the pro forma Agreement for Professional Services attached hereto as Exhibit C. Exercise of any renewal option would be contingent on additional funding approved by the Authority.

b. Any contract resulting from this RFQ will be governed by the laws of the State of Florida and will contain provisions or conditions deemed by the Authority to be necessary to define a sound and complete agreement, including fair, competitive and reasonable compensation.

c. The selected Professional will be required to execute the "Truth in Negotiation Certificate" attached hereto as Exhibit D contemporaneously with the execution of the contract.

d. The selected Professional will be required to submit copy of "Certificate of Insurance" as described in Article VI of the Agreement for Professional Services contemporaneously with the execution of the contract.

7. Reservation of Rights

a. Submittals which contain any alteration, addition, condition, limitation, unauthorized alternatives or which show irregularities of any kind may be rejected by the Authority as non-responsive or irregular. The Authority reserves the right to waive any irregularities, technicalities or informalities in any Submittal or to reject any or all Submittals.

b. Neither the Authority nor its representatives will be liable for any expenses incurred in connection with the preparation of any Submittal.

c. The Authority reserves the right to delay any scheduled dates or times for performance, in which event the Authority will bring such information to the attention of those Professionals which have demonstrated an interest in responding to the RFQ.

d. The Authority anticipates awarding 1 contract(s) for the Services. However, the Authority reserves the right to award more contracts if it is deemed in its best interest.

8. Disputes

In the event of any dispute concerning the Request for Qualifications, any Submittal offered, the competitive negotiation process, or the scope of the work to be performed pursuant to the Request for Qualifications, the following procedures shall apply:

a. A Professional must file a written protest with the Authority within forty-eight (48) hours of the Authority's issuance and posting of a Notice of Award signifying that it has reached agreement on the essential terms of the competitively negotiated contract for professional services. The Notice of Award shall be posted at Owner's place of business, be supplied to all Professionals who submit a proposal and shall contain therein an indication of the date and time on which the Notice was posted at the Owner's place of business.

b. The protest must be in writing and must identify the protester and the solicitation and shall include a factual summary of the basis of the protest. Such protest is considered filed when it is received by the Authority.

c. The hearing on the Protester's protest shall be conducted before the Board of Seacoast Utility Authority. All hearings shall be open to the public, and a tape recorded record shall be kept of all hearings. Both the Protester and the staff of the Authority shall be entitled to present evidence to the Board.

d. At the hearing, the burden of proof shall be upon the Protester to show by clear and convincing evidence that the award should be overturned.

e. The Authority shall notify the Protester and the intended Awardee by regular mail by the time, date and location of the scheduled hearing.

f. Formal rules of evidence shall not apply, but fundamental due process shall be observed and shall govern the proceedings. At the conclusion of the hearing, the Board shall make a determination, by majority-weighted vote (as calculated pursuant to the policies and practices of Seacoast Utility Authority). Any such determination by Seacoast's Board shall be final and binding and the Protester's sole remedy thereafter shall be to petition to the Circuit Court of Palm Beach County, by certiorari, to show that the Protester was denied fundamental due process.

9. Confidentiality of Information

Certain building plans, blueprints, schematic drawings or other documents which depict the internal layout as structural elements of a building, water treatment facility or other structure owned or operated by the Authority may be deemed confidential and exempt from public disclosure. A Professional shall maintain all such records in confidence if so designated by the Authority, and if a Professional is the successful provider of services, the Professional will maintain that information, and any other information relative to a project designated confidential, in confidence.

EXHIBIT A

SERVICES DESCRIPTION

SCOPE OF SERVICES

The scope of services for a specified project or a set of projects will be defined in the form of a Task Order. In general, the Professional, when requested by the Authority, will generate a detailed scope document including cost and schedule to accomplish the services requested. The Authority will review and may approve this Task Order and issue a Purchase Order.

Services required by the Authority include, but are not limited to, the following general types of services and tasks, if requested by the Authority:

General Types of Services

- a. SFWMD Consumptive Use Permitting.
- b. Floridan aquifer well design, permitting and construction phase services.
- c. Surficial aquifer well design, permitting and construction phase services for both new and replacement wells.
- d. Rehabilitation and redevelopment of surficial aquifer water supply wells.
- e. Ground water modeling.
- f. Technical studies, such as aquifer performance testing determination of groundwater availability, etc.

EXHIBIT B

VERIFICATION FORM

PART ONE: COMPLETION OF SIMILAR PROJECTS DURING THE PAST FIVE YEARS IN PALM BEACH COUNTY, FLORIDA.

List a minimum of one of each of the following types of projects; (attach additional sheets to list additional projects completed in the five year period for the four types of projects)

1. Consulting services to obtain a public water supply consumptive use permit from SFWMD.
2. Design and construction services for a Floridan aquifer public water supply well.
3. Design and construction services for a surficial aquifer public water supply well.
4. Rehabilitation and redevelopment of surficial aquifer public water supply wells.

Project 1 Consumptive Use Permitting

- a. Provide detailed description of size and nature of project:
- b. List application, issuance date and annual allocation of CUP.
- c. Names of individuals performing the work:
 - i. Project manager:
 - ii. Lead groundwater modeler:
- d. Name, address and telephone number of owners representative who may be contacted as a reference for this project:

Project 2 Floridan Aquifer Well(s)

- a. Provide detailed description of size and nature of project:
- b. Issuance date of well construction permit(s):
- c. Names of individuals performing the work:
 - i. Project manager:

EXHIBIT B

- ii. Design engineer:
- iii. Inspector:
- d. Name, address and telephone number of owners representative who may be contacted as a reference for this project:

Project 3 **Surficial Aquifer Well(s)**

- a. Provide detailed description of size and nature of project:
- b. Issuance date of well construction permit(s):
- c. Names of individuals performing the work:
 - i. Project manager:
 - ii. Design engineer:
 - iii. Inspector:
- d. Name, address and telephone number of owners representative who may be contacted as a reference for this project:

Project 4 **Rehabilitation and Redevelopment of Surficial Aquifer Wells**

- a. Provide detailed description of size and nature of project:
- b. Names of individuals performing the work:
 - i. Project manager:
 - ii. Inspector:
- c. Name, address and telephone number of owners representative who may be contacted as a reference for this project:

EXHIBIT B

PART TWO: PROPOSED PROJECT MANAGER'S EXPERIENCE COMPLETING SIMILAR PROJECTS LISTED IN PART ONE IN PALM BEACH COUNTY, FLORIDA.

Project 1

- a. Name of proposed Project Manager and years of experience.
- b. Detailed description of size and nature of project:
- c. Owner's allotted time and budget for design/.permitting services versus actual time and budget for this project.

Owner's allotted time:

Actual time taken:

Owner's allotted budget:

Actual engineering cost:

- d. Description how this individual contributed to the overall successful completion of the project.

Project 2

- a. Name of proposed Project Manager and years of experience.
- b. Detailed description of size and nature of project:
- c. Owner's allotted time and budget for design/permitting services versus actual time and budget.

Owner's allotted time:

Actual time taken:

Owner's allotted budget:

Actual engineering cost:

- d. Description how this individual contributed to the overall successful completion of the project.

EXHIBIT B

Project 3

- a. Name of proposed Project Manager and years of experience.
- b. Detailed description of size and nature of project:
- c. Owner's allotted time and budget for design/permitting services versus actual time and budget.

Owner's allotted time:

Actual time taken:

Owner's allotted budget:

Actual engineering cost:

- d. Description how this individual contributed to the overall successful completion of the project.

Project 4

- a. Name of proposed Project Manager and years of experience.
- b. Detailed description of size and nature of project:
- c. Owner's allotted time and budget for design/permitting services versus actual time and budget.

Owner's allotted time:

Actual time taken:

Owner's allotted budget:

Actual engineering cost:

- d. Description how this individual contributed to the overall successful completion of the project.

EXHIBIT B

PART THREE: PREVIOUS WORK PERFORMED FOR SEACOAST UTILITY AUTHORITY.

Provide names of projects completed for SUA.

Project 1

Project 2

Project 3

Project 4

EXHIBIT C

AGREEMENT FOR PROFESSIONAL SERVICES

THIS Agreement, made this _____ day of _____, 2009 by and between _____, "Hydrogeologic Consultant", with offices at _____, and Seacoast Utility Authority ("Authority"), 4200 Hood Road, Palm Gardens, Florida 33410.

W I T N E S S E T H:

WHEREAS, the Hydrogeologic Consultant has proposed to provide Authority with certain professional services as more fully described herein ("Services"); and

WHEREAS, the Authority desires to engage the Hydrogeologic Consultant to perform the Services upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties agree as follows:

ARTICLE I

SERVICES

1.1 The Hydrogeologic Consultant shall provide the Authority with general hydrogeologic consulting services on an as needed basis. All Services shall be authorized by means of a written purchase order which will be made a part of this Agreement. The purchase orders may be lump sum, time and materials or a combination, at the Authority's option. The Authority specifically reserves the right to determine whether a specific task is within the scope of work to be provided by the Hydrogeologic Consultant, and further, reserves the right to seek the services of other hydrogeologic consulting firms. The Hydrogeologic Consultant understands and acknowledges that this Agreement does not in any way whatsoever obligate the Authority to provide Hydrogeologic Consultant with any minimum or guaranteed amount of work.

ARTICLE II

DURATION OF AGREEMENT

2.1 The term of this Agreement shall be four (4) years from the date of the Agreement. The Agreement may be extended for an additional four (4) years by the mutual written consents of the Authority and the Hydrogeologic Consultant.

2.2 The Authority and Hydrogeologic Consultant agree that time is of the essence in the performance of each and every obligation under this Agreement.

ARTICLE III

SCHEDULE OF FEES

3.1 The Authority shall pay to the Hydrogeologic Consultant for all Services authorized in writing by Authority upon satisfactory completion of same by the Hydrogeologic Consultant.

EXHIBIT C

The Authority shall pay the Hydrogeologic Consultant the mutually agreed upon lump sum or not to exceed amounts for each executed purchase order. The Hydrogeologic Consultant shall prepare detailed cost proposals for each proposed task on a basis for reimbursement on each time and materials purchase order, using the rates and schedules listed in Exhibit "A" attached and made part of this Agreement. Hydrogeologic Consultant shall include an outline of estimated subcontractor direct costs and travel expenses in such cost proposals.

- A. For lump sum purchase orders the mutually agreed upon lump sum for each shall be the basis for reimbursement to Hydrogeologic Consultant and shall include all Hydrogeologic Consultant's costs.
- B. For time and materials based purchase orders, the cost proposal shall be the basis for a not to exceed reimbursement amount to Hydrogeologic Consultant.

3.2 The hourly rates, shown on Exhibit "A" attached hereto, are average rates per classification and shall remain in effect for a period of three (3) years from the date of this Agreement. The hourly rates shown include fringe benefits, general overhead factor and profit margin.

ARTICLE IV

RIGHT OF TERMINATION

4.1 The Authority may terminate or suspend the Hydrogeologic Consultant's services under this Agreement at any time without cause.

4.2 Payment, in the event of termination or suspension of the Services for any reason except good cause, shall be made to Hydrogeologic Consultant for all Services performed to the date of termination or suspension of Services. If termination or suspension is for good cause, the Authority may deduct from any money due an amount which the Authority reasonably believes will compensate it for any damages Authority may suffer or incur as a result of Hydrogeologic Consultant's action, inaction, or other breach. Any change in Key Personnel, reduction in duties of Key Personnel or material reduction in time devoted to the Project by Key Personnel shall constitute good cause. For the purposes of this Agreement, Key Personnel shall be:

ARTICLE V

ASSIGNMENT

The Hydrogeologic Consultant may not delegate its duties hereunder or assign, hypothecate or in any manner transfer this Agreement or any of his rights hereunder.

ARTICLE VI

INSURANCE AND INDEMNITY

6.1 The Hydrogeologic Consultant shall procure and maintain at its sole expense during the continuance of this Agreement, a policy of comprehensive general liability insurance, together with a broad form comprehensive general liability endorsement, such insurance policy shall be in an amount not less than \$1,000,000 for injury to one person in one accident, occurrence or casualty and not less than \$2,000,000 for injuries to more than one person in one accident, occurrence or casualty, or, in lieu of foregoing, a combined single limit of \$2,000,000.

EXHIBIT C

6.2 The Hydrogeologic Consultant shall procure and maintain at its sole expense during the continuance of this Agreement, a policy of professional liability insurance with limits of not less than \$1,000,000 insuring against claims for errors and omissions of employees of the Hydrogeologic Consultant.

6.3 The Hydrogeologic Consultant shall procure and maintain at its sole expense during the continuation of this Agreement, a policy of workers' compensation insurance at applicable statutory limits.

6.4 The Hydrogeologic Consultant shall procure and maintain at its sole expense during the continuance of this Agreement, a policy of commercial automobile liability insurance, covering owned, leased, non-owned and hired vehicles. Such insurance shall be in an amount not less than \$1,000,000 for injury to one person in one accident, occurrence or casualty and not less than \$2,000,000 for injuries to more than one person in one accident, occurrence or casualty, or, in lieu of foregoing, a combined single limit of \$2,000,000.

6.5 The insurance policies required hereunder shall name the Authority as an additional insured, as its interest may appear. The Hydrogeologic Consultant will deliver to the Authority forthwith after the date hereof certificates indicating the issuance of the required insurance policies. Such insurance policies may not be modified or terminated without thirty (30) days' prior written notice to the Authority.

6.6 "Coverage's provided by the Contractor or Vendor must be underwritten by an insurance company deemed acceptable by the Authority. During the term of the Contract, insurance coverage shall be provided by companies qualified to do business in Florida and rated A- or better by A.M. Best. Should any of Contractor's or Vendor's insurance carriers fail to maintain these required standards during the term of the Contract, Contractor or Vendor shall immediately replace such insurance with insurance issued by a carrier that meets these standards. Failure to do so will be grounds for immediate termination of this Contract by Authority. The Authority reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating."

6.7 The Hydrogeologic Consultant hereby indemnifies and holds harmless the Authority, its officers and employees from liability, damages, losses and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Hydrogeologic Consultant and persons employed or utilized by the Hydrogeologic Consultant in the performance of the Services.

EXHIBIT C

ARTICLE VII

NOTICES

All notices, demands and other communications required or desired to be given hereunder shall be in writing signed by the Authority or Hydrogeologic Consultant, or their respective authorized agents or attorneys, as the case may be, and shall be deemed to have been properly given (i) when delivered in person, or (ii) when mailed by United States registered or certified mail, full postage prepaid, return receipt requested, or (iii) when sent by special courier (Federal Express or like service), addressed as follows:

Hydrogeologic Consultant:

Authority:

SEACOAST UTILITY AUTHORITY
4200 Hood Road
Palm Beach Gardens, Florida 33410
Attention: Rim Bishop, Executive Director

ARTICLE VIII

OWNERSHIP OF DOCUMENTS

8.1 All documents, reports, drawings, information (written or verbal) and other data (collectively, "Proprietary Information") furnished to the Hydrogeologic Consultant by the Authority pursuant to this Agreement and the product of the Hydrogeologic Consultant's performance of all Services, including, without limitation, the original or master and copies of all plans, reports, surveys, survey notes, computations, maps, tracings, material and process specifications, designs [unless (a) theretofore known to the Hydrogeologic Consultant as evidenced by its written records, or (b) theretofore or thereafter published and made readily available to the general public otherwise than through violations of this Agreement] shall be the sole property of the Authority and shall not be sold, licensed, transferred, disclosed or otherwise made available to any person or firm without the prior written approval of the Authority. The Hydrogeologic Consultant will execute any license, certificate or other documents requested by the Authority to confirm the Authority's exclusive ownership of and right to all Proprietary Information.

The Hydrogeologic Consultant shall provide the Authority additional copies of all Proprietary Information forthwith after a request by the Authority from time to time, at a reasonable reproduction fee. The Hydrogeologic Consultant shall be entitled to keep copies of any and all documentation prepared pursuant to this Agreement.

8.2. Any reuse of the Product Information by the Authority on extensions of the Project not intended or contemplated hereby or on another project without verification or adaptation by the Hydrogeologic Consultant for the specific extension or other project shall be without liability to the Hydrogeologic Consultant for reuse on such extension or other projects. Any verification or adaptation will entitle the Hydrogeologic Consultant to further compensation at rates to be agreed upon by the Authority and Hydrogeologic Consultant. Notwithstanding the foregoing, the Hydrogeologic Consultant shall not be relieved from liability for work done hereunder for this Project in the event of work by others on an extension of this project.

EXHIBIT C

8.3 All drawings and other documents prepared by the Hydrogeologic Consultant pursuant to this Agreement shall be the property of the Authority. Final payment is conditioned upon receipt by the Authority of such drawings and documents. Except for all uses known or reasonably contemplated by the parties, any unauthorized reuse of the drawings and other documents prepared by the Hydrogeologic Consultant shall be without liability to the Hydrogeologic Consultant for such unauthorized reuse. Any verification or adaptation will entitle the Hydrogeologic Consultant to further compensation at rates to be agreed upon by the Authority and the Hydrogeologic Consultant.

ARTICLE IX

MISCELLANEOUS

9.1 The Authority's General Conditions are incorporated herein by reference and are an integral part of this Agreement. Capitalized terms not otherwise defined in the text of this Agreement for Professional Services shall have the meanings ascribed to them in the Authority's General Conditions. In the event of any conflict between this Agreement for Professional Services and the General Conditions, the provisions of this document shall control. This Agreement, including the General Conditions, sets forth all the rights and obligations of the parties with respect to the Services. This Agreement supersedes all prior agreements and understandings of any nature on this subject matter, as well as any provisions of the construction contract to the contrary, and may be modified only by an instrument executed by both parties by their duly authorized persons. This Agreement is binding upon and inures to the benefit of the Authority and Hydrogeologic Consultant, as well as their permitted assigns.

9.2 The failure of either party, in any one or more instances, to insist upon strict performance of any of the terms of this Agreement or to exercise any right herein conferred, shall not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon such terms or rights in any other instances. . In the event any provision of this Agreement shall be held to be invalid and unenforceable, the other provisions of this Agreement shall be valid and binding on the parties hereto.

9.3 Should either party bring an action to enforce any of the provisions of this Agreement, the prevailing party shall be entitled to be reimbursed by the other party for all reasonable costs, charges and expenses expended or incurred in connection therewith, including, without limitation, attorney's fees at trial and on appeal.

9.4 This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue shall lie in Palm Beach County for any legal action taken pursuant to this Agreement.

9.5 The persons signing this Agreement on behalf of the Authority and the Hydrogeologic Consultant warrant that he or she have the authority to do so.

9.6 This Agreement shall not be enforceable by either party until approved by the Authority's Board and executed by both parties.

9.7 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or a public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

EXHIBIT C

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the date first above written.

"Hydrogeologic Consultant."

By:

Attest:

(SEAL)

SEACOAST UTILITY AUTHORITY
"Authority"

By: _____, Chair

Attest: _____, Clerk

(SEAL)

EXHIBIT C

SCHEDULE "A"

SCHEDULE OF HOURLY BILLING RATES

\$

\$

\$

\$

\$

\$

\$

\$

\$

Other specialized equipment with support personnel is available at negotiated rates.

EXHIBIT D

TRUTH-IN-NEGOTIATION CERTIFICATE

The undersigned warrants (i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreement and (ii) that it has not paid or agreed to pay any person, company, corporation, individual or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete and current as of the date of the Agreement.

Date: _____