



St. Johns River Water Management District

Michael A. Register, P.E., Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • 386-329-4500 • www.sjrwmd.com

July 24, 2023

To: Interested Firms

Re: Quote Request, 39044 — Black Creek Water Resource Development Project Gopher Tortoise Mitigation

The Black Creek Water Resource Development Project (Project) is being constructed to increase recharge to the Upper Floridan aquifer in northeast Florida using excess flow from Black Creek, in Clay County. Part of the project includes construction of a treatment area to treat water from Black Creek prior to discharge into Alligator Creek. Gopher tortoises (*Gopherus polyphemus*) are present on the treatment area site and will be relocated by St. Johns River Water Management District (District) staff.

The District desires to have gopher tortoises, that have been captured by District staff, delivered to a consultant or other agent for marking, documentation, and transport to a Florida Fish and Wildlife Conservation Commission (FFWCC) permitted long-term protected gopher tortoise recipient site. Refer to the attached Statement of Work for additional project details (Exhibit 1).

Minimum Qualifications:

Respondent must meet the minimum qualifications below and all supporting documentation must be submitted with the response to this quotation request.

1. Proof of firm's ability to do business in the state of Florida.
(Respondent-provided documentation must be provided with quote response.)
2. Respondent must have been in business managing a gopher tortoise recipient site for at least one year prior to the date set for the receipt of responses. *(Respondent must use Exhibit 4 – Qualifications General Form.)*
3. Responses must include Respondent's Certificate as to Corporation (Exhibit 3) and complete the general qualifications form. *(Respondent must use the attached District forms. Completed forms must be included with Respondent's response.)*

Recommendation of Award will be based on the lowest responsive and responsible respondent that meets all qualifications of this quote request.

Respondent must submit its response either by (1) uploading to Demandstar or (2) delivered by email to alucey@sjrwmd.com. Instructions for submitting are provided below.

Demandstar upload: Bids may now be uploaded directly to www.demandstar.com

If you are interested in this project, email your quote in PDF format or upload to www.demandstar.com **after 8:00 a.m. and before 3:00 p.m. on August 4, 2023**. Do not email the quote prior to or after this timeframe. It is preferred that all quotes be submitted as an attachment to an email addressed to Amy

Lucey at alucey@sjrwmd.com. Receipt will be acknowledged by 3:30 p.m. **Please reference quote number 39044 in subject line on any and all emailed correspondence.**

If you need assistance or have any questions about submitting your quote, please email or call Amy Lucey at alucey@sjrwmd.com or 321-409-2156, respectively. Between the release of this quote request and the posting of the notice of intended decision, Respondents to this quote request or persons acting on their behalf may not contact any employee or officer of the District concerning any aspect of this solicitation, except the procurement employee listed above. Violation of this provision is grounds for rejecting a response.

A copy of the package is also available in Microsoft Word® form to assist you with your submittal.

The District is a political subdivision of the state of Florida, whose boundaries cover all or portions of 18 counties, and is tax exempt (Tax ID No. 85-8012643710C-3; expires March 31, 2028). Respondent shall provide an estimate of all applicable taxes and fees in its quote, including a list of taxes and fees that fall under the District's exemption.

1. Opening of Quotes

1. The Florida Public Records Act, §119.071(1)(b), Fla. Stat., exempts sealed quotes from inspection and copying until such time as the District provides notice of an intended decision pursuant to §120.57(3)(a), Fla. Stat., or until 30 days after opening of quotes, whichever is earlier. This exemption is not waived by the public opening of quotes.
2. Unless otherwise exempt, Respondent's quote is a public record that is subject to disclosure upon expiration of the above exemption. If any information submitted with the Quote is a trade secret as defined in §812.081, Fla. Stat., and exempt from disclosure pursuant to §815.04, Fla. Stat., Respondent must clearly identify any such material as "CONFIDENTIAL TRADE SECRET" in its submittal and explain the basis for such exemption. The District reserves the right, in its sole judgment and discretion, to reject a submittal for excessive or unwarranted assertion of trade secret confidentiality and return the submittal to Respondent.
3. Respondents shall bear all costs associated with preparing and submitting responses to this Quote Request. The District will, in no way, be responsible for these costs, regardless of the conduct or outcome.

2. Inquiries and Addenda

1. District staff are not authorized to orally interpret the meaning of the Quote Request package, or correct any apparent ambiguity, inconsistency, or error therein. In order to be binding upon the District, the interpretation or correction must be given by the Procurement Specialist and must be in writing. The Procurement Specialist may orally explain the District's procedures and assist Respondents in referring to any applicable provision in the Quote Request documents, but the Respondent is ultimately responsible for submitting the quote in the appropriate form and in accordance with written procedures.
2. Every request for a written interpretation or correction must be received at least nine days prior to opening of quotes in order to be considered. Requests must be submitted by email to alucey@sjrwmd.com. Interpretations, corrections, and supplemental instructions will be communicated by written addenda to this solicitation posted by Onvia DemandStar to all prospective Respondents (at the respective addresses furnished for such purposes) not later than five days prior to the date fixed for the Quote Request opening.
3. Submission of a quote constitutes acknowledgment of receipt of all addenda. Quotes will be construed as though all addenda had been received. Failure of the Respondent to receive any addenda does not relieve Respondent from any and all obligations under the quote, as submitted. All addenda become part of the Agreement.

3. Award Procedures

1. Section 286.0113, Fla. Stat., exempts from being open to the public, any portion of a meeting at which: (1) a negotiation with a Respondent is conducted pursuant to a competitive solicitation; (2) a Respondent makes an oral presentation as part of a competitive solicitation; (3) a Respondent answers questions as part of a competitive solicitation; or (4) negotiation strategies are discussed. Also, recordings of, and any records presented at, the exempt meeting are exempt from §119.07(1) and §24(a), Art. I of the State Constitution (Public Records) until such time as the District provides notice of an intended decision or until 30 days after opening the Quotes or final replies, whichever occurs earlier. A complete recording shall be made of any portion of an exempt meeting. No portion of the exempt meeting may be held off the record.
2. Pursuant to §286.0113 Fla. Stat., if the District rejects all quotes and concurrently provides notice of its intent to reissue the competitive solicitation, the recording and any records presented at any exempt meeting shall remain exempt from §119.07(1) and §24(a), Art. I of the State Constitution (Public Records) until such time as the District provides notice of an intended decision concerning the reissued competitive solicitation or until the District withdraws the reissued competitive solicitation. A recording and any records presented at an exempt meeting are not exempt for longer than 12 months after the initial District notice rejecting all quotes.
3. The District will examine the quotes to determine completeness. Obvious mismatches with regard to technical or commercial requirements will be rejected at this time.
4. If two or more quotes are equal in all respects, the Agreement will be awarded as follows: (1) to the Respondent that certifies compliance with §287.087, Fla. Stat., via the Drug-Free Workplace Form.
5. In the event the Successful Respondent(s) fail to enter into the Agreement or the Agreement with said Respondent is terminated within 90 days of the effective date, the District reserves the right to negotiate with the other respondents in ranked order, if available, and award an Agreement.
6. All Respondents will be notified of the District's intent to award or decision to award the Agreement. For the purpose of filing a protest under §120.57(3), Fla. Stat., the time period will commence as provided in "Notices and Services Thereof."

4. Disqualification of Respondents

Any of the following causes will be considered as sufficient grounds for disqualification of a Respondent and rejection of the Quote:

- a. Contacting a District employee or officer other than Breanna Pierce, the procurement specialist assigned to this solicitation action, about any aspect of this Quote Request before the notice of intended decision is posted.
- b. Submission of more than one quote response for the same subject matter by an individual, firm, partnership, or corporation under the same or different names;
- c. Evidence of collusion among Respondents;
- d. Submission of materially false information with the Quote;
- e. Information gained through checking of references or other sources which indicates that Respondent may not successfully perform the Work;
- f. Respondent is failing to adequately perform on any existing contract with the District;
- g. Respondent has defaulted on a previous contract with the District;
- h. The evidence submitted by Respondent, or the District's investigation of Respondent, fails to satisfy the District that Respondent is properly qualified to carry out the obligations of the Agreement in a manner acceptable to the District and within the time period specified;
- i. Any other cause that is sufficient to raise doubt regarding the ability of a Respondent to perform the Work in a manner that meets the District's objectives for the Work.

5. Rejection of Quote

1. Quotes must be emailed to the specified location and received during the time specified on page 1 in order to be considered timely. Untimely quotes will not be considered. Quotes will be considered irregular and may be rejected if they show material omissions, alterations of form, additions not called for, conditions, limitations, unauthorized alternate quotes, or other material irregularities. The District may consider incomplete any quote not prepared and submitted in accordance with the provisions specified herein, and reserves the right to waive any minor deviations or irregularities in an otherwise valid Quote.
2. The District also reserves the right to reject any and all quotes when it determines, in its sole judgment and discretion that, it is not in its best interest to award the agreement.

6. Public Entity Crimes/Discriminatory Vendors

In accordance with §287.133 and §287.134, Fla. Stat., a person or affiliate who has been placed on the convicted or discriminatory vendor lists following a conviction for a public entity crime or placement on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or Contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in §287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted or discriminatory vendor lists.

7. Notices and Services Thereof

The District will publish notice of specifications and criteria, including addenda, intended agency decisions, or other matters pertinent to this solicitation on Onvia DemandStar at *DemandStar.com* and Vendor Registry at *vendorregistry.com*. Onvia DemandStar and Vendor Registry may also be accessed through the District's web site at *sjrwmd.com*. In addition, the District will post notices of intended agency decisions at the District's headquarters, 4049 Reid Street, Palatka, Florida, Administration Building, Procurement Bulletin Board, on the date the publication is posted on Onvia DemandStar.

Notices will be posted for a minimum of 72 hours. The time period for filing a Notice of Protest pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, commences at the time notices are posted.

As a courtesy to Respondents, the District may send copies of the notices of intended agency decisions via email or facsimile to Respondent. These courtesy communications neither constitute official notice nor vary the times of receipt set forth above.

8. Protest Procedures

1. Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, any person adversely affected by the terms, conditions, or specifications contained in a solicitation, including addenda, must file a written Notice of Protest within 72 hours after its posting.
2. Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, any person adversely affected by a District decision or intended decision to award a contract, or to reject all bids, proposals, or qualifications, must file a written Notice of Protest within 72 hours after posting of the decision or intended decision.
3. Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.004, Fla. Admin. Code, the protester must also file a Formal Written Protest within ten days after the date the Notice of Protest is filed with the District. The Formal Written Protest must state with particularity the facts and law upon which the protest is based. Pursuant to §287.042(2)(c), Fla. Stat., any person who files an action protesting the decision or intended decision must post with the District Clerk at the time of filing the Formal Written Protest a bond, cashier's check, or money order made

payable to the St. Johns River Water Management District in an amount equal to one percent (1%) of the District's estimated contract amount.

4. No additional time will be added for mailing. All filings must comply with Rule 28-106.104, Fla. Admin. Code, and must be addressed to and received by the District Clerk at the District Headquarters in Palatka, Florida within the prescribed time periods. The District will not accept as filed any electronically transmitted facsimile pleadings, petitions, Notice of Protest, or other documents.
5. The District's acceptance of pleadings, petitions, Notice of Protest, Formal Written Protest, or other documents filed by email is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at sjrwmd.com. These conditions include, but are not limited to, the document being in the form of a PDF or TIFF file and being capable of being stored and printed by the District.
6. Failure to file a protest within the time prescribed in §120.57(3), Fla. Stat., or failure to post the bond or other security required by law within the time allowed for filing a bond will constitute a waiver of proceedings under chapter 120, Fla. Stat. Mediation under §120.573, Fla. Stat., is not available.

RESPONSES

The District invites interested parties that meet the minimum qualifications contained herein to submit quotes regarding their products and related offerings.

- Exhibit 1 – Statement of Work
- Exhibit 2 – Cost Schedule
- Exhibit 3 – Certificate as to Corporation
- Exhibit 4 – Qualifications General
- Exhibit 3 – Purchase Order Terms and Conditions

**EXHIBIT 1 — STATEMENT OF WORK
BLACK CREEK WATER RESOURCE DEVELOPMENT PROJECT
GOPHER TORTOISE MITIGATION**

I. INTRODUCTION

The Black Creek Water Resource Development Project (Project) is being constructed to increase recharge to the Upper Floridan aquifer in northeast Florida using excess flow from Black Creek, in Clay County. Part of the project includes construction of a treatment area to treat water from Black Creek prior to discharge into Alligator Creek. Gopher tortoises (*Gopherus polyphemus*) are present on the treatment area site and will be relocated by District staff.

II. OBJECTIVE

To have gopher tortoises that have been captured by District staff delivered to a consultant or other agent for marking, documentation, and transport to a Florida Fish and Wildlife Conservation Commission (FFWCC) permitted long-term protected gopher tortoise recipient site.

III. SCOPE

The Contractor shall accept up to 12 adult gopher tortoises and any juvenile gopher tortoises and/or eggs relocated from the Black Creek project site. The contractor shall meet District staff at an agreed upon location, approximately half-way between the project site and the recipient site. The contractor shall mark, record data as required by FFWCC, and transport tortoises to the long-term protected recipient site, following current FFWCC permitting guidelines. Because the actual number of tortoises will not be known until excavation is completed, the proposal should identify cost per tortoise (adult and juvenile), rather than a total amount, and should include any cost associated with meeting District staff for gopher tortoise transfer.

IV. TASK IDENTIFICATION

CONTRACTOR RESPONSIBILITIES:

- Provide a reservation letter for up to 12 gopher tortoises.
- Provide gopher tortoise pick-up and transport as coordinated with the District and within the 72-hour period required by the current FFWCC Gopher Tortoise Permitting Guidelines.
- Provide all necessary data collection tools and gopher tortoise holding containers.
- Release captured gopher tortoises in a long-term protected gopher tortoise recipient site.

DISTRICT RESPONSIBILITIES:

- Provide a copy of the FFWCC conservation permit for the project.
- Coordinate with the contractor on the date and location for the gopher tortoise transfer.
- Provide transport of captured gopher tortoises to the agreed upon transfer location.

V. DELIVERABLES AND TIMEFRAMES

The Contractor shall provide a summary of data collected on each gopher tortoise in tabular format (both excel and PDF formats).

This Contract is effective until September 30, 2024.

VI. BUDGET/INVOICING

Invoices shall be submitted at the completion of each project to:

E-mail: acctpay@sjrwmd.com or

Mail: Director of Finance,
St. Johns River Water Management District
4049 Reid Street Palatka, Florida 32177

VII. PROJECT MANAGEMENT

Mark Brandenburg, PWS, CSE

mbrandenburg@sjrwmd.com

(407) 659-4806

(954) 804-2427 cell

EXHIBIT 2 — COST SCHEDULE

DUE BY: NO LATER THAN 3:00 PM, FRIDAY, August 4, 2023

Black Creek Water Resource Development Project Gopher Tortoise Mitigation

RESPONSES SHALL BE SUBMITTED TO THE PROCUREMENT SPECIALIST AS IDENTIFIED ON THE FIRST PAGE OF THIS REQUEST.

Because the actual number of tortoises will not be known until excavation is completed, the proposal should identify cost per tortoise (adult and juvenile), rather than a total amount, and should include any cost associated with meeting District staff for gopher tortoise transfer.

Cost per tortoise (adult and juvenile): \$ _____

I HEREBY ACKNOWLEDGE, as an Authorized Representative for the Respondent, that I have fully read and understand all terms and conditions as set forth in this quotation, and upon award of such quotation, shall fully comply with such terms and conditions.

Acknowledgment is hereby made of the following addenda (identified by number) received:

Addendum No.	Date	Addendum No.	Date
1 _____	_____	_____	_____
2 _____	_____	_____	_____
3 _____	_____	_____	_____

RESPONDENT (FIRM NAME)

ADDRESS

SIGNATURE

TYPED NAME & TITLE

TELEPHONE NUMBER

EMAIL ADDRESS

EXHIBIT 3 - CERTIFICATE AS TO CORPORATION

Include this form in the response

The below Corporation is organized under the laws of the State of _____; is authorized by law to respond to this Quote Request and perform all work and furnish materials and equipment required under the Agreement, and is authorized to do business in the state of Florida.

Corporation name: _____

Address: _____

Registration No.: _____

Registered Agent: _____

By: _____

(Official Title)

(Affix corporate seal)

Attest: _____

The full names and business or residence addresses of persons or firms interested in the foregoing quote as principals or officers of Respondent are as follows (specifically include the President, Secretary, and Treasurer and state the corporate office held of all other individuals listed):

Identify any parent, subsidiary, or sister corporations involving the same or substantially the same officers and directors that will or may be involved in performance of the Project, and provide the same information requested above on a photocopy of this form.

If applicable, attach a copy of a certificate to do business in the state of Florida, or a copy of the application that has been accepted by the state of Florida to do business in the state of Florida, for the Respondent and/or all out-of-state corporations that are listed pursuant to this form.

EXHIBIT 4 – QUALIFICATIONS — GENERAL
(This form to be included with quote submittal)

As part of the quote request, Respondent shall complete the following so that the District can determine Respondent's ability, experience, and facilities for performing the Work.

Name of Respondent:

Year company was organized/formed: _____

Number of years Respondent has been engaged in business under the present firm or trade name:

Total number of years Respondent has experience in tortoise removal as described in quote request minimum qualifications: _____

Has Respondent previously been engaged in the same or similar business under another firm or trade name? If so, please describe each such instance.

Has Respondent ever been adjudicated bankrupt, initiated bankruptcy, or been the subject of bankruptcy proceedings on behalf of the current entity submitting this bid or a prior entity that Respondent substantially operated or controlled? If yes, please describe the nature and result of those proceedings and the entity involved.

EXHIBIT 5 – PURCHASE ORDER TERMS AND CONDITIONS

The following terms and conditions of this Purchase Order (Order) apply unless expressly superseded by a separate written agreement between the parties. Terms and conditions on the face of this Order supersede the printed terms and conditions below.

PURCHASES OF SERVICES: TERMS AND CONDITIONS

1. This Order, including attachments, constitutes a binding contract between the St. Johns River Water Management District (“SJRWMD”) and Contractor under the terms and conditions contained herein when accepted by Contractor, either by signed acknowledgment or by the commencing performance of the services provided for herein (“the Work”). Contractor shall timely and fully perform the Work as set forth in the specifications or Statement of Work, and shall not be sublet or assign the Work, in whole or in part, without SJRWMD’s prior written consent. This Order constitutes the entire agreement of the parties. The parties are not bound by any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein.
2. **Audit.** Contractor shall allow SJRWMD until the expiration of five years after expenditure of funds under this Order to have access to and the right to examine any books, documents, papers and records of Contractor relating to this Order.
3. **Civil Rights.** Pursuant to chapter 760, Florida Statutes (F.S.), Seller shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.
4. **Dispute Resolution.** In the event of any issue, discrepancy, or dispute, Contractor must fully perform the Work in accordance with the District’s written instructions and may claim additional compensation. Contractor must seek clarification and resolution thereof by submitting a formal request for additional compensation, schedule adjustment, or other dispute resolution to the District no later than 15 calendar days after the precipitating event. If not resolved by the District’s Project Manager within five business days, the Project Manager shall forward the request to the District’s Office of General Counsel, which shall issue a written decision within 15 calendar days. This determination shall constitute final District action, which shall then be subject to judicial review. Contractor must complete the Work in accordance with said determination, which does not waive Contractor’s position regarding the matter in dispute.
5. **Funding contingency.** This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the District’s Governing Board; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Should the Work not be funded, in whole or in part, the District shall so notify Contractor and this Agreement shall be deemed terminated without cause as provided herein.
6. **Indemnity.** Contractor shall pay on behalf, hold harmless, release, and forever discharge SJRWMD, its officers and employees, from any and all liabilities, claims, actions, damages, expenses, court costs, and attorneys’ fees arising from Contractor’s performance of the Work, including Contractor’s partial or sole negligence, action, or inaction, and involving damages to property, personal injury, or loss of life.
7. **Independent contractor.** Contractor is an independent contractor. Neither Contractor nor Contractor’s employees are SJRWMD agents or employees. Contractor controls and directs the means and methods by which the Work is accomplished. Contractor is solely responsible for compensating Contractor’s employees, including benefits, and for compliance with all labor and tax laws pertaining to Contractor, its officers, agents, and employees, and shall indemnify and hold SJRWMD harmless from any failure to comply with such laws.
8. **Insurance.** Contractor warrants that it has workers’ compensation insurance *in not less than the minimum requirements of Florida law*. If an exemption from workers’ compensation coverage is declared, an exemption letter issued by Florida Department of Financial Services, Division of Workers’ Compensation, shall be submitted to SJRWMD. Contractor shall secure and maintain such liability insurance as may be required by SJRWMD to protect it from claims for bodily injury, death, or property damage that may arise from performing the Work.
9. **Interest in Contractor’s Business; Non-Lobbying.** Contractor certifies that no District officer, agent, or employee has or will have any direct or indirect material interest, as defined in chapter 112, F.S., in Contractor’s business under this Order. Any state grant monies received from the District to fund this Order shall not be used to lobby the Florida Legislature, the judicial branch, or any state agency. (Section 216.347, F.S.)

10. **Ownership.** All deliverables, including Work not accepted by SJRWMD, are SJRWMD property when Contractor has received compensation therefor. All ownership rights belong to SJRWMD, including the right to copyright, trademark, and patent the Work. Work subject to copyright is a “work made for hire” as defined by United States copyright laws. All documents, including draft final reports, original drawings, estimates, programs, manuals, specifications and field notes developed, secured or used in performing the Work are SJRWMD property. Any use by Contractor after completion of the Work of data developed as part of the Work shall be submitted to SJRWMD for prior review and comment. Contractor certifies that the Work does not and will not infringe on any patent rights.
11. **Payment and release.** Contractor shall pay all proper charges for labor and materials required to perform the Work and shall provide SJRWMD a final invoice within 15 days of completion. Acceptance of final payment constitutes a release of all claims against SJRWMD arising from the Work. SJRWMD may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment when necessary to protect SJRWMD from loss as a result of defective Work not remedied or any other material breach hereof.
12. **Permits and licenses.** All materials used and work performed must conform to the laws of the United States, the State of Florida, and county and municipal ordinances. Contractor represents and warrants that it is duly licensed to perform the Work in accordance with the laws of the State of Florida and the county or municipality in which the Work is to be performed.
13. **Public Entity Crimes.** 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 \$35,000 for a period of 36 months following the date of being placed on the convicted vendor list.
14. **Public records.** SJRWMD reserves the right to unilaterally terminate this Order for Contractor’s refusal to allow public access to all documents subject to Chapter 119, F.S., that are made or received by the Contractor in performance of the Work.
15. **Termination.** SJRWMD may terminate this Order, or any part thereof, without cause, upon 10 days written notice. In such event, Contractor shall be compensated for all Work performed in accordance with this Order to the effective date of termination. Alternatively, SJRWMD may terminate this Order for cause on 10 days written notice and opportunity to cure in the event of any material breach hereof. Upon termination, SJRWMD may take possession of and finish the Work by whatever method(s) SJRWMD deems expedient.
16. **Venue, Attorney’s Fees, Waiver of Right to Jury Trial.** This Order is subject to the laws of Florida. In the event of any legal proceedings related to this Order, venue shall be in Duval County if the Work is performed in Alachua, Baker, Bradford, Clay, Duval, Nassau, Putnam, and/or St. Johns counties; or in Orange County if the Work is performed in Brevard, Flagler, Indian River Lake, Marion, Okeechobee, Orange, Osceola, Seminole, or Volusia counties. If the Work is performed in multiple counties such that venue may lie in Duval and Orange counties, venue shall lie in Duval county. In the event of any legal dispute arising from or related to this Order, each party shall bear its own costs and attorney’s fees, including appeals. The parties hereby waive their right to jury trial and consent to trial by a court of competent jurisdiction.
Last updated: 8-25-15