



# St. Johns River Water Management District

Ann B. Shortelle, Ph.D., Executive Director

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4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • (386) 329-4500  
On the Internet at [www.sjrwmd.com](http://www.sjrwmd.com).

July 25, 2018

Interested Firms

Re: Quote Request 33487, Hydroseeding slopes along Wetland C with upland native grass mix.

Dear Contractor,

The District is requesting quotes for the above referenced project from qualified firms who have experience in providing these services. This letter is forwarded to you as an invitation to provide a quote based on the Statement of Work (SOW) attached as Exhibit 1. The quote shall include all labor, materials, insurance, and other related costs for the services described in the SOW.

If you are interested in this project, email your quote in PDF format, **after 8:00 a.m. and before 3:00 p.m. on August 10, 2018. 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 Sherrie Ashby for Wetland C hydroseeding. Receipt will be acknowledged by 4:00 p.m.

If you need assistance or have any questions about submitting your quote, please email questions to Sherrie Ashby at [sashby@sjrwmd.com](mailto:sashby@sjrwmd.com). 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.

### **Minimum Qualifications:**

Respondents 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. (documentation must be provided with quote response)
2. Respondent must have completed at least one project of a similar nature (refer to the tasks outlined in the Statement of Work) in the past three years by the individual, firm, or project manager assigned to the project. (documentation must be provided on form provided and must be included with quote response)
3. Respondent must have at least one (1) year of experience on projects of the nature specified above. (documentation must be provided on form provided and must be included with quote response)

The District anticipates issuing a purchase order for this work. Staff will review each quote and will make a recommendation for award based on the lowest total cost for the entire project, meeting all requirements specified in this quotation request.

- Exhibit 1 - Statement of Work/Site Maps
- Exhibit 2 - Quote Cost Schedule
- Exhibit 3 - Qualification Forms
- Exhibit 4 - Insurance Requirements
- Exhibit 5 – Purchase Order Terms and Conditions

NOTE: Please check the box provided if you are unable to provide a quotation for this service at this time and return to my attention at [sashby@sjrwmd.com](mailto:sashby@sjrwmd.com).

I am unable to provide a quotation at this time for the following reason(s):

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Respondent's Signature

Respondent's Company Name

**EXHIBIT 1 — STATEMENT OF WORK**  
**Micco Water Management Area**  
**Wetland C- Hydroseeding the Upland Slopes**  
**Brevard County**

**I. Project Location and Background**

The Micco Water Management Area (MWMA-SJ57) restoration project is in Brevard County, south of Micco Road and north of the St. Sebastian Buffer Preserve State Park and is entirely owned by the St. Johns River Water Management District (Figure 1). The proposed project consists of the restoration of a historic portion of Herndon Swamp and restoration of two wetland areas, Wetland C and Wetland AB, downstream of the Herndon Swamp restoration area. Herndon Swamp is a historic tributary of the North Prong of the Sebastian River. Wetland C is connected to the District’s Herndon Swamp Restoration area. The goal of the Herndon Swamp and the two wetland restoration areas is to provide increased habitat connectivity and floodplain function between St. Sebastian River Preserve State Park and the offsite natural floodplain of the North Prong of the Sebastian River. Construction of the restoration area Wetland C has been completed and the slopes have been graded to approximately a 4:1 slope.

**II. Objectives**

This Statement of Work is for mobilization and installation of a hydroseed mix on 6.7 acres (291,852 sq. ft.) of graded upland slopes on Wetland C (Figure 2). The objective of the project is to provide a mixture of native grasses to provide a healthy stand of grass that provides wildlife support, improve adjacent wetland functions and help to prevent any erosion on the slopes.

**III. Scope**

Contractor shall provide all materials, labor, and equipment necessary to apply hydroseed to slopes of Wetland C, 6.7 acres (291,852 sq. ft.) as depicted in Figure 2. The hydroseed shall be GeoMatrix II virgin wood mulch (2,000 lbs/acre) with a Florida Upland Meadow mix (15lbs/acre), fakahatchee grass mix (1lbs/acre), temporary seed (20lbs/acre) with organic bonding agents (3,000 lbs/acre) and 16-0-8 slow release fertilizer with micronutrients (250 lbs/acre).

**Florida Upland Meadow Mix** can be a mixture of native grasses such as:

<b>Common Name</b>	<b>Botanical Name</b>
Indiangrass, GA Ecotype	Sorghastrum nutans,
Little Bluestem, ‘camper’	Schizachyrium scoparium
Sensitive Pea, NC Ecotype	Chamaecrista nictitans, NC Ecotype
Pinkscale Blazing Star, GA Ecotype	Liatris elegans, GA Ecotype
Goldenmane Tickseed, FL Ecotype	Coreopsis basalis, FL Ecotype
Tall Elephantsfoot, FL Ecotype	Elephantopus elatus, FL Ecotype
Slender Gayfeather, FL Ecotype	Helianthus radula, FL Panhandle Ecotype
Rayless Sunflower, FL Panhandle Ecotype	Liatris gracilis, FL Ecotype

*(substitutions of other species are allowed with prior District's Project Manager approval)*

It should be noted that the type of grass seed used for the Florida Upland Mix can be modified but the fertilizer types and rates shall not be modified. All substitutions should be native Florida grasses and no invasive FLEPPC category 1 grasses can be used in the mix. Slopes are currently uniformly graded the contractor is responsible for repairing ruts caused by his operations before applying hydroseed. Access to the site will be through the Micco Road Entrance as depicted on Figure 1. Gate code will be provided prior to planting.

#### **IV. Task Identification**

Contractor shall provide all incidental materials and all the labor that is necessary for the delivery and installation of plants, including but not limited to the following:

- A. Provide the District's Project Manger a minimum of twenty-four hours' notice prior to start of work.
- B. Contractor will coordinate prior to start date with the District's Project Manager for any seed substitution approval.
- C. District's Project Manager will provide gate access code to the MWMA work area and show staging areas with Contractor prior to spraying the hydroseed.
- D. Contractor is responsible for mobilization to MWMA -Wetland C Upland Slope areas.
- E. Provide and apply hydroseed at rates stated above.
- F. The Contractor is responsible for any damage to district property including gates, fuel spillage, rutting on the property etc. All rutting will be regraded prior to demobilization.
- G. Contractor shall ensure that all equipment is clean and free of invasive species seeds and spores prior to entering the property.
- H. Contractor will Guarantee any areas not taken root and showing growth after 30-days will be resprayed at no cost to the District as long as it is brought to the contractor's attention within 30 days.
- I. Provide Contractor with a water source to mix with product to hydroseed/mulch.
- J. Coordinate with the Districts' Project Manager for joint inspection of the work prior to demobilization.
- K. Watering hydroseeded areas as necessary.
- L. Weekend work is allowed with prior approval.

Note: The Contractor shall remove all trash generated during this project from the site and as necessary repair any grading/elevations if rutting or other alterations occur in wetlands that is beyond normal or expected.

#### **V. Time Frames and Deliverables**

The work is authorized to proceed on the date a contract is executed by the District. The work shall be completed no later than August 31,2018. The District's Project Manager shall inspect the contractors work and report any deficiencies identified during the final inspection.

#### **VI. Contract Budget/Cost Schedule**

The contract shall be awarded based on the lowest cost total for the hydroseed mix and installation of the hydroseed. The District reserves the right to award portions of the contract to multiple vendors if needed to meet the planting list and installation in a cost-effective manner. The Contractor shall invoice the District upon successful completion of the delivery, hydroseeding, and approval by the District Project Manager.

Figure 1- General Location

Figure 2-Hydroseed Spraying Location Wetland C Slope

**District's Project Manger**

Ryan Spohn

Technical Program Coordinator, FDOT Mitigation Program

Division of Regulatory Services

St. Johns River Water Management District

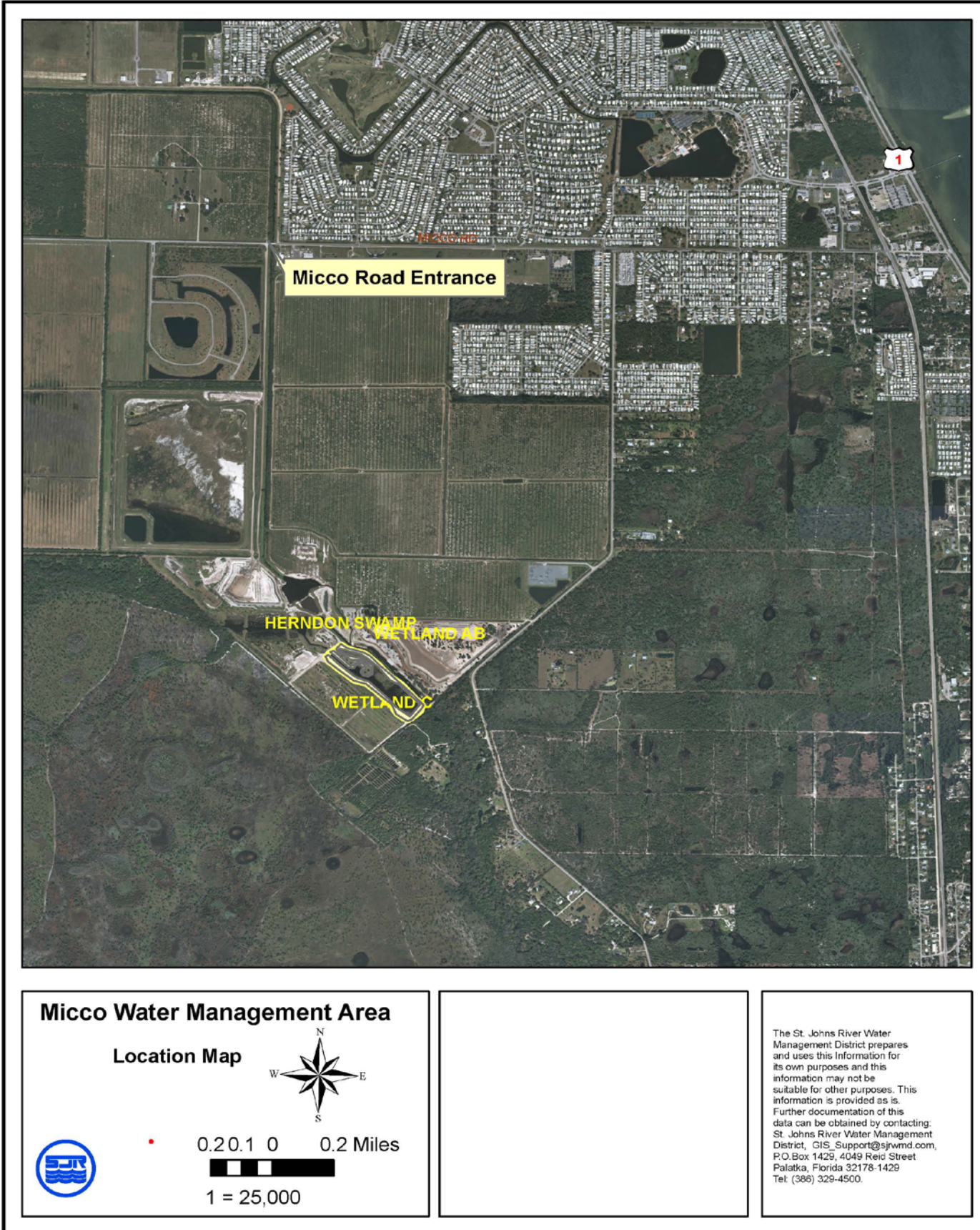
Jacksonville Service Center

7775 Baymeadows Way, Suite 102, Jacksonville, FL 32256

Office: (904) 448-7914

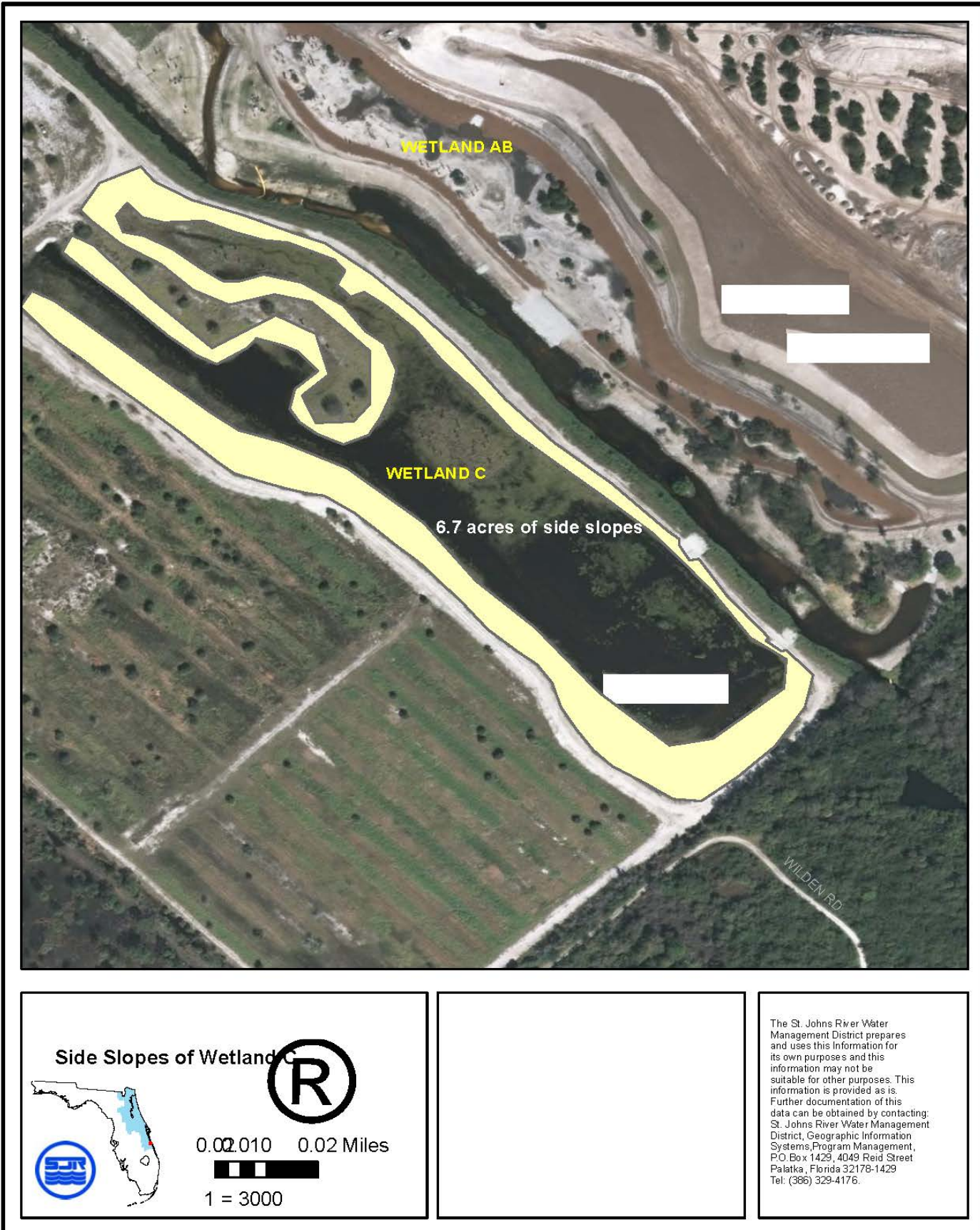
Cell: (904) 591-8352

Email: [rspohn@sjrwmd.com](mailto:rspohn@sjrwmd.com)



Author: Source X:\GISUsers\PalmBay\kgarrett\wheeler\wheeler.mxd, Time:5/23/2018 11:17:33 AM

Figure 1 - Location of Micco Water Management Area Mitigation Project



Author: Source: I:\kareng 2016\FDOT projects\Wheeler\wheeler.mxd, Time: 10/26/2017 3:17:02 PM

**Figure 2 – Hydroseed Spraying Location Wetland C Slope Map  
(6.7 acres, 291,852 Square feet of Hydroseed)**

**EXHIBIT 2 - QUOTE COST SCHEDULE**  
**(Note: This page must be submitted with response.)**

**DUE NO LATER THAN 3:00 PM, August 10, 2018** RESPONSES SHALL BE SUBMITTED TO THE PROCUREMENT SPECIALIST AS IDENTIFIED ON THE FIRST PAGE OF THIS REQUEST.

Method of award shall be based on the lowest total cost.

COST SCHEDULE - APPLY HYDORSEED				
ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE
1	Apply Hydroseed	291,852	SF	
<b>TOTAL PROJECT COST</b>				

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

Addendum No.	Date	Addendum No.	Date
<u>  1  </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
<u>  2  </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
<u>  3  </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>

I HEREBY ACKNOWLEDGE, as 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.

\_\_\_\_\_  
**RESPONDENT (FIRM NAME)**

\_\_\_\_\_  
**ADDRESS**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**TYPED NAME & TITLE**

\_\_\_\_\_  
**TELEPHONE NUMBER**

\_\_\_\_\_  
**EMAIL ADDRESS**



**EXHIBIT 3 – QUALIFICATION FORMS**  
**(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:

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Respondent's tax identification No.: \_\_\_\_\_

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 similar work described in quote request of the Instructions to Respondents: \_\_\_\_\_

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.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Describe the background/experience of the person or persons who will be primarily responsible for directing the Work that will be performed pursuant to this bid. This inquiry is intended to encompass the project manager and/or superintendent who will be engaged on a daily basis in directing performance of the Work.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**QUALIFICATIONS – SIMILAR PROJECT**  
**(This form to be included with quote submittal)**

Respondent must have completed at least one project of a similar nature (refer to the tasks outlined in the Statement of Work) in the past three years by the individual, firm, or project manager assigned to the project. (Documentation must be provided on this form and must be included with quote response.)

**Completed Project 1:**

Agency/company:

\_\_\_\_\_

Current contact person at agency/company: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Address of agency/company: \_\_\_\_\_

\_\_\_\_\_

Name of project:

\_\_\_\_\_

Description:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Start date: \_\_\_\_\_ Completion date:

\_\_\_\_\_

(month/year)

(month/year)

Names of personnel assigned to project:

Project manager: \_\_\_\_\_

Others: \_\_\_\_\_

\_\_\_\_\_

**EXHIBIT 4 — INSURANCE**

Contractor shall acquire and maintain until completion of the Work the insurance coverage listed below, which constitutes primary coverage. Contractor shall not commence the Work until the District receives and approves Certificates of Insurance documenting required coverage. Contractor's General Liability policy shall name the St. Johns River Water Management District (the "District") as Additional Insured. All required policies shall include: (1) endorsement that waives any right of subrogation against the District for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act; (2) endorsement to give the District no less than 30 days notice in the event of cancellation or material change. Certificates of Insurance must be accompanied by copies of the requested endorsements.

Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the District. Approval will not be unreasonably withheld. Contractor is responsible for any deductible or self-insured retention. Insurance must be placed with insurers having an A.M. Best rating of A-V or greater. District receipt of insurance certificates providing less than the required coverage does not waive these insurance requirements.

1. **Workers' Compensation Insurance.** Workers' compensation and employer's liability coverage, including maritime workers compensation, if applicable, in not less than the minimum limits required by Florida law. If Contractor claims an exemption from workers' compensation coverage, Contractor must provide a copy of the Certificate of Exemption from the Florida Division of Workers' Compensation for all officers or members of an LLC claiming exemption who will be participating in the Work. In addition, Contractor must provide a completed District "Affidavit (Non-Construction)" for non-construction contracts. Contractor is solely responsible for compliance with any Federal workers' compensation laws such as Jones Act and USL&H Act, including any benefits available to any workers performing work on this project.
2. **General Liability.** Commercial General Liability Insurance on an "Occurrence Basis," with limits of liability not less than \$500,000 for personal injury, bodily injury, and property damage. Coverage shall include: (1) contractual liability, (2) products and completed operations, (3) independent contractors, and (4) property in the care, control, or custody of Contractor. Extensions shall be added or exclusions deleted to provide the necessary coverage.
3. **Automobile Liability.** Minimum requirements per Florida law.

## **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.**

### **COMMODITY PURCHASES: TERMS AND CONDITIONS**

1. This Order, including attachments, constitutes a binding contract under the terms and conditions contained on this and the reverse side when accepted by Seller, either by acknowledgment or by commencement of shipment. No changes may be made in this Order without the authorization of purchaser, St. Johns River Water Management District (SJRWMD). Neither Seller nor SJRWMD may assign any portion of this Order without the prior consent of the other.
2. All rights and obligations of the parties are governed by the provisions of the Uniform Commercial Code Article 2, Sales; Chapter 672, Florida Statutes ("F.S.").
3. Materials will be properly packaged and marked with the purchase order number. Quantities specified herein are not to be exceeded unless otherwise authorized by SJRWMD. SJRWMD reserves the right to cancel this Order, or any part thereof, without obligation if delivery is not made on the times(s)/date(s) specified.
4. Goods purchased under these terms must be delivered and received by the SJRWMD receiving section. Inspection of items will be made at the destination, unless otherwise specified, and before payment is due. SJRWMD may reject any goods that are defective or not in conformance with specifications as to quality or performance. Title to property passes only after inspection and acceptance by SJRWMD. Rejected goods will be returned to Seller at Seller's risk and expense. SJRWMD has no further obligations with regard to rejected goods.
5. Separate invoices are required for each Order. In the absence of a separate agreement between the parties, full payment will be made within 45 days of inspection and acceptance of goods. Invoices must be received within 15 days of delivery.
6. All prices must be F.O.B. the place of destination unless otherwise agreed. Where a specific purchase is negotiated F.O.B. the place of shipment, Seller will prepay shipping charges and include them on the invoice. C.O.D. shipments will not be accepted and will be returned to Seller at Seller's risk and expense.
7. The sale price will be the lowest prevailing market price and under no circumstances higher than specified herein without the express authorization of SJRWMD.
8. In the event of a default or breach by the Seller, which results in a cost increase to SJRWMD, SJRWMD may procure articles or services from other sources and charge Seller as liquidated damages any excess costs.
9. All materials, drawings or other items provided by SJRWMD to Seller remain the property of SJRWMD and will be returned to SJRWMD upon demand. Unless otherwise agreed, all containers, reels or pallets shipped with goods by Seller remain the property of SJRWMD.
10. The items covered by this Order will comply with all federal, state or local laws relative thereto. Seller shall defend all actions or claims brought against SJRWMD, and hold and save SJRWMD harmless from all losses, costs or damages, related to actual or alleged infringement of letters of patent or copyrights, or claims arising from fatalities, injuries and/or property damage resulting from manufacturing or design deficiencies of delivered goods
11. SJRWMD is exempt from any sales, excise, or federal transportation taxes, and from the provisions of the Robinson Patman Act.
12. In accordance with Chapter 442, F.S., Seller will advise SJRWMD if a product is a toxic substance and, in such case, will provide a Material Safety Data Sheet at the time of delivery.
13. This Order shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Order. This Order shall be governed under the laws of the State of Florida. 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.
14. Pursuant to chapter 760, 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.
15. 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 Contractor 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.

16. Seller certifies that no District officer, agent, or employee has any direct or indirect material interest, as defined in chapter 112, F.S., in Seller's business under this Order, or shall have any such interest during the term hereof. Pursuant to section 216.347, F.S., 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.

**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 Contractor 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