

9. PROJECT MANAGEMENT PERSONNEL

- (a) The Project Managers listed below shall be responsible for overall coordination and management of the Work. Either party may change its Project Manager upon three business days' prior written notice to the other party. Written notice of change of address shall be provided within five business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; or (4) email. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one business day after having been deposited with the courier. Notices via email are deemed delivered on the date transmitted and received.

DISTRICT

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St. Johns River Water Management District
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CONSULTANT

TBD, Project Manager
TBD
TBD
Phone: TBD
Email: TBD

- (b) The District's Project Manager shall have sole responsibility for transmitting instructions, receiving information, and communicating District policies and decisions regarding all matters pertinent to performance of the Work.
- (c) Consultant shall provide efficient supervision of the Work, using its best skill and attention. If the District produces documented evidence and informs Consultant that any person on the job is incompetent, disorderly, or is working contrary to the Agreement or the District's instructions, that person shall thereupon be immediately dismissed from the project and shall not be given employment on any work connected with this Agreement.
- (d) Consultant shall maintain an adequate and competent professional staff. Consultant's employees, subconsultants, or agents shall be properly trained to meet or exceed any specified licensing, training and/or certification applicable to their profession. Upon request, Consultant shall furnish proof thereof.

10. INDEMNIFICATION.

- (a) Consultant shall indemnify and hold harmless, release, and forever discharge the District, its public officers, employees, agents, representatives, successors, and assigns, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct arising from or caused by Consultant, its employees or subconsultants, in the performance of the Work. Consultant shall further indemnify the District for all costs and penalties that the District incurs related to any failure to offer Patient Protection and Affordable Care Act compliant health care coverage to Consultant-employees performing under this Agreement.
- (b) Notwithstanding anything to the contrary, if Consultant is a design professional and if some portion of this Agreement is a professional services contract as those terms are defined under §725.08, Fla. Stat., then as to those tasks and to the extent permitted by said statute, Consultant shall indemnify and hold harmless the District and its officers and employees, from liability, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in performance of the Agreement.
- (c) IF THIS AGREEMENT IS A PROFESSIONAL SERVICES CONTRACT WHICH MEETS THE REQUIREMENTS OF AND IS SUBJECT TO CHAPTER 558, FLA. STAT., THEN PURSUANT TO §558.0035, FLA. STAT., AN INDIVIDUAL