



ORIGINAL SOUTH FLORIDA WATER MANAGEMENT DISTRICT AGREEMENT

<p>THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT (hereinafter referred to as DISTRICT) HEREBY ENTERS INTO THIS AGREEMENT WITH:</p> <p>Name: FLORIDA INTERNATIONAL UNIVERSITY HEMISPHERIC CENTER FOR ENV TECH</p> <p>Address: Center for Engineering and Applied Sciences 10555 W. Flagler Street, EAS-2100 Miami, FL 33174</p> <p>Project Manager: M.A. Ebadian</p> <p>Telephone No: (305) 348-6621</p> <p>Fax No: (305) 348-1852</p> <p>Hereinafter referred to as: UNIVERSITY</p>	<p>This number must appear on all Invoices and Correspondence</p> <p style="font-size: 24pt; font-weight: bold;">C-15380</p> <p>MBE PARTICIPATION: 0%</p> <p>COST SHARING INFORMATION</p> <p>Total Project Cost: \$45,000.00</p> <p>UNIVERSITY Contribution: \$ In-Kind Services (See Exhibit "C" Statement of Work)</p>		
<p>PROJECT TITLE: INSTALL/SUPPORT TOTAL FLOW PROPORTIONAL AUTO SAMPLER FOR SSA</p>			
<p>The following Exhibits are attached hereto and made a part of this AGREEMENT:</p> <table style="width: 100%;"> <tr> <td style="width: 50%;"> <p>Exhibit "A" - Special Provisions</p> <p>Exhibit "B" - General Terms and Conditions</p> <p>Exhibit "C" - Statement of Work</p> <p>Exhibit "D" - Payment and Deliverable Schedule</p> <p>Exhibit "E" - Not Applicable</p> <p>Exhibit "F" - Not Applicable</p> <p>Exhibit "G" - Not Applicable</p> </td> <td style="width: 50%;"> <p>Exhibit "H" - Not Applicable</p> <p>Exhibit "I" - Not Applicable</p> <p>Exhibit "J" - Not Applicable</p> <p>Exhibit "K" - Not Applicable</p> <p>Exhibit "L" - Not Applicable</p> <p>Exhibit "M" - Not Applicable</p> </td> </tr> </table>		<p>Exhibit "A" - Special Provisions</p> <p>Exhibit "B" - General Terms and Conditions</p> <p>Exhibit "C" - Statement of Work</p> <p>Exhibit "D" - Payment and Deliverable Schedule</p> <p>Exhibit "E" - Not Applicable</p> <p>Exhibit "F" - Not Applicable</p> <p>Exhibit "G" - Not Applicable</p>	<p>Exhibit "H" - Not Applicable</p> <p>Exhibit "I" - Not Applicable</p> <p>Exhibit "J" - Not Applicable</p> <p>Exhibit "K" - Not Applicable</p> <p>Exhibit "L" - Not Applicable</p> <p>Exhibit "M" - Not Applicable</p>
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<p>TOTAL DISTRICT CONSIDERATION: \$45,000.00</p> <p>Multi-Year Funding (If Applicable)</p> <p>Fiscal Year:</p> <p>Fiscal Year:</p> <p>Fiscal Year:</p> <p>*Subject to District Governing Board Annual Budget Approval</p>			
<p>AGREEMENT TERM: Fourteen (14) Months</p> <p>District Project Manager: Bahram Charkhian</p> <p>Telephone No: (561) 681-2500 753-2400 ext:4744</p> <p>Fax No: (561) 681-2539</p>			
<p>AGREEMENT TYPE: Not-to-Exceed</p> <p>Fiscal Year:</p> <p>Fiscal Year:</p> <p>Fiscal Year:</p>			
<p>EFFECTIVE DATE: Last Date of Execution by the Parties</p> <p>District Contract Administrator:</p> <p style="text-align: right;">Johanna Labrada (561) 682-2720</p> <p style="text-align: right;">Fax No.: (561) 682-6397 or (561) 681-6275</p>			
<p>SUBMIT INVOICES AND NOTICES TO THE DISTRICT AT:</p> <p>South Florida Water Management District 3301 Gun Club Road West Palm Beach, Florida 33406 Attention: Procurement Department</p>	<p>SUBMIT NOTICES TO THE UNIVERSITY AT:</p> <p>FLORIDA INTERNATIONAL UNIVERSITY HEMISPHERIC CENTER FOR ENV TECH Center for Engineering and Applied Sciences 10555 W. Flagler Street, EAS-2100 Miami, FL 33174 Attention: M.A. Ebadian</p>		
<p>IN WITNESS WHEREOF, the authorized representative hereby executes this AGREEMENT on this date, and accepts all Terms and Conditions under which it is issued.</p>			
<p>FLORIDA INTERNATIONAL UNIVERSITY HEMISPHERIC CENTER FOR ENV TECH</p> <p>Accepted By: _____ Signature of Authorized Representative</p> <p>Title: _____</p> <p>Date: _____</p>	<p>SOUTH FLORIDA WATER MANAGEMENT DISTRICT</p> <p>Accepted By: _____ Frank Hayden, Procurement Director</p> <p>Date: _____</p> <p>SFWMD OFFICE OF COUNSEL APPROVED: BY: <i>[Signature]</i> DATE: 7/28/03</p> <p>SFWMD PROCUREMENT APPROVED By: <i>[Signature]</i> DATE: 7/28/03</p>		



SOUTH FLORIDA WATER MANAGEMENT DISTRICT CONTRACT

EXHIBIT "A" SPECIAL PROVISIONS

The purpose of this Exhibit "A" is to delineate any and all changes, deletions and/or additions to the Exhibit "B" General Terms & Conditions. In the event of any conflict between this Exhibit "A" and any other provision specified in this Contract, this Exhibit "A" shall take precedence.

1. A new Article 1.4 is hereby added as follows:

"The UNIVERSITY may not subcontract any portion of this work without prior written approval from the DISTRICT as per page 5 of the Statement of Work."

2. The second to last sentence in Article 7.2 is hereby revised as follows:

"The UNIVERSITY may not disclose, use, license or sell any work developed, created, or otherwise originated hereunder to any third party whatsoever except that upon prior written approval of the DISTRICT, the UNIVERSITY may publish the results of this research for non-commercial educational purposes. Said approval shall not be unreasonably withheld by the DISTRICT."

2. The first sentence in Article 5 is hereby revised as follows:

"To the extent permitted by Section 768.28 Florida Statute the UNIVERSITY assumes any and all risks of personal injury, bodily injury and property damage attributable to the negligent acts or omissions of the UNIVERSITY and the officers, employees, servants, and agents thereof."

3. The second and third sentence in Article 8.10 is hereby revised as follows:

"Consequently, the DISTRICT is desirous of satisfactory completing and successfully promoting this project with the cooperation of the UNIVERSITY. Therefore, in an effort to support this project, the UNIVERSITY, its employees, subcontractors and assigns will refrain from knowingly acting adverse to the DISTRICT's legitimate interest in promoting the goals and objectives of this project."

SFWMD Office of Counsel Approved

By: Cathy Lush Date: 7/28/03

SFWMD PROCUREMENT APPROVED

By: [Signature] Date: 7/23/03



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

EXHIBIT "B"

GENERAL TERMS AND CONDITIONS

ARTICLE 1 - STATEMENT OF WORK

1.1 The UNIVERSITY shall, to the satisfaction of the DISTRICT, fully and timely perform all work items described in the "Statement of Work," attached hereto as Exhibit "C" and made a part of this AGREEMENT.

1.2 As part of the services to be provided by the UNIVERSITY under this AGREEMENT, the UNIVERSITY shall substantiate, in whatever forum reasonably requested by the DISTRICT, the methodology, lab analytical examinations, scientific theories, data, reference materials, and research notes. The UNIVERSITY shall also be required to substantiate any and all work completed, including but not limited to, work completed by subcontractors, assistants, models, concepts, analytical theories, computer programs and conclusions utilized as the basis for the final work product required by the AGREEMENT. This paragraph shall survive the expiration or termination of this AGREEMENT.

1.3 The parties agree that time is of the essence in the performance of each and every obligation under this AGREEMENT.

ARTICLE 2 - COMPENSATION/ CONSIDERATION

2.1 The total consideration for all work required by the DISTRICT pursuant to this AGREEMENT shall not exceed the amount as indicated on Page 1 of this AGREEMENT. Such amount includes all expenses which the UNIVERSITY may incur and therefore no additional consideration shall be authorized.

2.2 Notwithstanding the foregoing, the amount expended under this AGREEMENT shall be paid in accordance with, and subject to the multi-year funding allocations for each DISTRICT fiscal year indicated on Page 1 of this AGREEMENT. Funding for each applicable fiscal year of this AGREEMENT is subject to DISTRICT Governing Board budgetary appropriation. In the event the DISTRICT does not approve funding for any subsequent fiscal year, this AGREEMENT shall terminate upon expenditure of

the current funding, notwithstanding other provisions in this AGREEMENT to the contrary. The DISTRICT will notify the UNIVERSITY in writing after the adoption of the final DISTRICT budget for each subsequent fiscal year if funding is not approved for this AGREEMENT.

2.3 The UNIVERSITY assumes sole responsibility for all work which is performed pursuant to the Statement of Work, Exhibit "C". By providing funding hereunder, the DISTRICT does not make any warranty, guaranty, or any representation whatsoever regarding the correctness, accuracy, or reliability of any of the work performed hereunder.

2.4 The UNIVERSITY by executing this AGREEMENT, certifies to truth-in-negotiation, specifically, that wage rates and other factual unit costs supporting the consideration are accurate, complete, and current at the time of contracting. The UNIVERSITY agrees that the DISTRICT may adjust the consideration for this AGREEMENT to exclude any significant sums by which the consideration was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. The DISTRICT shall make any such adjustment within one (1) year following the expiration or termination of this AGREEMENT.

ARTICLE 3 - INVOICING AND PAYMENT

3.1 The UNIVERSITY's invoices shall reference the DISTRICT's Contract Number and shall be sent to the DISTRICT's address specified on Page 1 of this AGREEMENT. The UNIVERSITY shall not submit invoices to any other address at the DISTRICT.

3.2 The UNIVERSITY shall submit the invoices on a completion of deliverable basis, pursuant to the schedule outlined in the Payment and Deliverable Schedule, attached hereto as Exhibit "D" and made a part of this AGREEMENT. In the event the schedule does not specify payment on a completion of deliverable basis, all invoices shall be substantiated by adequate supporting documentation to justify hours expended and expenses incurred within the not-to-exceed budget, including but not limited to, copies of approved timesheets, payment vouchers, expense reports, receipts and subcontractor invoices.

3.3 The DISTRICT shall pay the full amount of the invoice within thirty (30) days following DISTRICT acceptance of services and/or deliverable(s) required by this



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

EXHIBIT "B"

GENERAL TERMS AND CONDITIONS

AGREEMENT. However, failure by the **UNIVERSITY** to follow the foregoing instructions and submit acceptable services and or deliverables(s) may result in an unavoidable delay of payment by the **DISTRICT**.

3.4 Unless otherwise stated herein, the **DISTRICT** shall not pay for any obligation or expenditure made by the **UNIVERSITY** prior to the commencement date of this **AGREEMENT**.

ARTICLE 4 - PROJECT MANAGEMENT/ NOTICE

4.1 The parties shall direct all technical matters arising in connection with the performance of this **AGREEMENT**, other than invoices and notices, to the attention of the respective Project Managers specified on Page 1 of the **AGREEMENT** for attempted resolution or action. The Project Managers shall be responsible for overall coordination and oversight relating to the performance of this **AGREEMENT**. The **UNIVERSITY** shall direct all administrative matters, including invoices and notices, to the attention of the **DISTRICT's** Contract Administrator specified on Page 1 of the **AGREEMENT**.

All formal notices between the parties under this **AGREEMENT** shall be in writing and shall be deemed received if sent by certified mail, return receipt requested, to the respective addresses specified on Page 1 of the **AGREEMENT**. The **UNIVERSITY** shall also provide a copy of all notices to the **DISTRICT's** Project Manager. All notices required by this **AGREEMENT** shall be considered delivered *upon receipt*. Should either party change its address, written notice of such new address shall promptly be sent to the other party.

All correspondence to the **DISTRICT** under this **AGREEMENT** shall reference the **DISTRICT's** Contract Number specified on Page 1 of the **AGREEMENT**.

4.2 The **UNIVERSITY** agrees that the individual(s) listed in Exhibit "G", attached hereto and made a part of this **AGREEMENT** shall provide services under this **AGREEMENT**. The services of

the individual(s) listed herein are a substantial inducement and material consideration for this **AGREEMENT**. In the event such individual(s) can no longer provide the services required by this **AGREEMENT**, the **UNIVERSITY** shall immediately notify the **DISTRICT** in writing and the **DISTRICT** may elect to terminate this **AGREEMENT**, for this reason, without any liability whatsoever to the **UNIVERSITY**, including but not limited to liability for unfinished work product. The **UNIVERSITY** may propose a replacement for the individual(s), subject to the optional approval of the **DISTRICT**. The **DISTRICT**, in its judgement, may elect to compensate the **UNIVERSITY** for any unfinished work product, provided it is in a form that is sufficiently documented and organized to provide for subsequent utilization in completion of the work product.

ARTICLE 5 - INSURANCE

5.1 The **UNIVERSITY** assumes any and all risks of personal injury, bodily injury and property damage attributable to the negligent acts or omissions of the **UNIVERSITY** and the officers, employees, servants, and agents thereof. The **UNIVERSITY** warrants and represents that it is self-funded for worker's compensation and liability insurance, covering at a minimum bodily injury, personal injury and property damage with protection being applicable to the **UNIVERSITY's** officers, employees, servants and agents while acting within the scope of their employment during performance under this **AGREEMENT**. The **UNIVERSITY** and the **DISTRICT** further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

5.2 In the event the **UNIVERSITY** subcontracts any part or all of the work hereunder to any third party, the **UNIVERSITY** shall require each and every subcontractor to identify the **DISTRICT** as an additional insured on all insurance policies as required by the **UNIVERSITY**. Any contract awarded by the **UNIVERSITY** for work under this **AGREEMENT** shall include a provision whereby the **UNIVERSITY's** subcontractor agrees to defend, indemnify, and pay on behalf, save and hold the **DISTRICT** harmless



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

EXHIBIT "B"

GENERAL TERMS AND CONDITIONS

from all damages arising in connection with the UNIVERSITY's subcontract.

ARTICLE 6 - TERMINATION/REMEDIES

6.1 If either party fails to fulfill its obligations under this AGREEMENT in a timely and proper manner, the other party shall have the right to terminate this AGREEMENT by giving written notice of any deficiency. The party in default shall then have ten (10) calendar days from receipt of notice to correct the deficiency. If the defaulting party fails to correct the deficiency within this time, the non-defaulting party shall have the option to terminate this AGREEMENT at the expiration of the ten (10) day time period. Should the DISTRICT elect to terminate for default in accordance with this provision, the DISTRICT shall be entitled to recover procurement costs, in addition to all other remedies under law and/or equity.

6.2 The DISTRICT may terminate this AGREEMENT with or without cause at any time for convenience upon thirty (30) calendar days prior written notice to the UNIVERSITY. The performance of work under this AGREEMENT may be terminated by the DISTRICT in accordance with this clause in whole, or from time to time in part, whenever the DISTRICT shall determine that such termination is in the best interest of the DISTRICT. Any such termination shall be effected by delivery to the UNIVERSITY of a Notice of Termination specifying the extent to which performance of work under the AGREEMENT is terminated, and the date upon which such termination becomes effective.

In the event of termination for convenience, the DISTRICT shall compensate the UNIVERSITY for all authorized and accepted deliverables completed through the date of termination in accordance with Exhibit "C", Statement of Work. The DISTRICT shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this AGREEMENT. The DISTRICT may withhold all payments to the UNIVERSITY for such work until such time as the DISTRICT determines the exact amount due to the UNIVERSITY.

6.3 If either party initiates legal action, including appeals, to enforce this AGREEMENT, the prevailing party shall be entitled to recover a reasonable attorney's fee, based upon the fair market value of the services provided.

6.4 In the event a dispute arises which the project managers cannot resolve between themselves, the parties shall have the option to submit to non-binding mediation. The mediator or mediators shall be impartial, shall be selected by the parties, and the cost of the mediation shall be borne equally by the parties. The mediation process shall be confidential to the extent permitted by law.

6.5 The DISTRICT may order that all or part of the work stop if circumstances dictate that this action is in the DISTRICT's best interest. Such circumstances may include, but are not limited to, unexpected technical developments, direction given by the DISTRICT's Governing Board, a condition of immediate danger to DISTRICT employees, or the possibility of damage to equipment or property. This provision shall not shift responsibility for loss or damage, including but not limited to, lost profits or consequential damages sustained as a result of such delay, from the UNIVERSITY to the DISTRICT. If this provision is invoked, the DISTRICT shall notify the UNIVERSITY in writing to stop work as of a certain date and specify the reasons for the action, which shall not be arbitrary or capricious. The UNIVERSITY shall then be obligated to suspend all work efforts as of the effective date of the notice and until further written direction from the DISTRICT is received. Upon resumption of work, if deemed appropriate by the DISTRICT, the DISTRICT shall initiate an amendment to this AGREEMENT to reflect any changes to Exhibit "C", Statement of Work and/or the project schedule.

6.6 The DISTRICT anticipates a total project cost as indicated on Page 1, with the balance of matching funds and/or in-kind services to be obtained from the UNIVERSITY in the amount as specified on Page 1 of this AGREEMENT. In the event such UNIVERSITY matching funding and/or in-kind services becomes unavailable, that shall be good and sufficient cause for the DISTRICT to terminate the AGREEMENT pursuant to Paragraph 6.2 above.

ARTICLE 7 - RECORDS RETENTION/ OWNERSHIP

7.1 The UNIVERSITY shall maintain records and the



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

EXHIBIT "B"

GENERAL TERMS AND CONDITIONS

DISTRICT shall have inspection and audit rights as follows:

A. Maintenance of Records: The UNIVERSITY shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this AGREEMENT including supporting documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period of five years from completing performance and receiving final payment under this AGREEMENT.

B. Examination of Records: The DISTRICT or its designated agent shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this AGREEMENT. Such examination may be made only within five years from the date of final payment under this AGREEMENT and upon reasonable notice, time and place.

C. Extended Availability of Records for Legal Disputes: In the event that the DISTRICT should become involved in a legal dispute with a third party arising from performance under this AGREEMENT, the UNIVERSITY shall extend the period of maintenance for all records relating to the AGREEMENT until the final disposition of the legal dispute, and all such records shall be made readily available to the DISTRICT.

7.2 The DISTRICT shall retain exclusive title, copyright and other proprietary rights in all work items, including but not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code, which are developed, created or otherwise originated hereunder by the UNIVERSITY, its subcontractor(s), assign(s), agent(s) and/or successor(s) as required by the Exhibit "C", Statement of Work (the "Work"). In consideration for the DISTRICT entering into this AGREEMENT, and other good and valuable consideration the sufficiency and receipt in full of which is hereby acknowledged by the UNIVERSITY, the UNIVERSITY hereby assigns, transfers, sells and otherwise grants to the DISTRICT any and all rights it now has or may have in the Work (the "Grant"). This Grant shall be self-

operative upon execution by the parties hereto, however the UNIVERSITY agrees to execute and deliver to the DISTRICT any further assignments or other instruments necessary to evidence the Grant, without the payment of any additional consideration by the DISTRICT. The UNIVERSITY may not disclose, use, license or sell any work developed, created, or otherwise originated hereunder to any third party whatsoever. This paragraph shall survive the termination or expiration of this AGREEMENT.

7.3 All deliverables, in draft or final form, which are delivered by the UNIVERSITY in connection with Work performed under this AGREEMENT shall be provided to the DISTRICT with the unrestricted right to use, reproduce and distribute these deliverables in whole or in part at no additional cost, whether with or without adaptation, for any purpose. This right shall be self-operative upon execution by the parties hereto, however the UNIVERSITY agrees to execute and deliver to the DISTRICT any further instruments necessary to evidence this right without the payment of any additional consideration by the DISTRICT.

7.4 The UNIVERSITY represents and warrants that proprietary software, if any, to be provided to the DISTRICT by the UNIVERSITY hereunder, as specifically identified in Exhibit "C", Statement of Work shall have been developed solely by or for the UNIVERSITY, or lawfully acquired under license from a third party, including the right to sublicense such software. The UNIVERSITY shall include copyright or proprietary legends in the software and on the label of the medium used to transmit the software. The UNIVERSITY shall grant to the DISTRICT a perpetual, non-transferable, non-exclusive right to use the identified software without an additional fee. The DISTRICT acknowledges that title to the software identified in Exhibit "C" shall remain with the Licensor.

7.5 The DISTRICT has acquired the right to use certain software under license from third parties. For purposes of this AGREEMENT, the DISTRICT may permit the UNIVERSITY access to certain third party owned software on DISTRICT computer systems. The UNIVERSITY acknowledges the proprietary nature of such software and agrees not to reproduce, distribute or disclose such software to any third party. Use of or access to such software shall be restricted to designated DISTRICT owned systems or equipment. Removal of any copy of licensed software is prohibited.



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

EXHIBIT "B"

GENERAL TERMS AND CONDITIONS

7.6 Any equipment purchased by the UNIVERSITY with DISTRICT funding under this AGREEMENT shall be returned and title transferred from the UNIVERSITY to the DISTRICT immediately upon termination or expiration of this AGREEMENT upon the written request of the DISTRICT not less than thirty (30) days prior to AGREEMENT expiration or termination. Equipment is hereby defined as any non-consumable items purchased by the DISTRICT with a value equal to or greater than \$500.00 and with a normal expected life of one (1) year or more. The UNIVERSITY will maintain any such equipment in good working condition while in its possession and will return the equipment to the DISTRICT in good condition, less normal wear and tear. The UNIVERSITY will use its best efforts to safeguard the equipment throughout the period of performance of this AGREEMENT. However the DISTRICT will not hold the UNIVERSITY liable for loss or damage due to causes beyond the UNIVERSITY's reasonable control. In the event of loss or damage, the UNIVERSITY shall notify the DISTRICT in writing within five (5) working days of such occurrence.

ARTICLE 8 - STANDARDS OF COMPLIANCE

8.1 The UNIVERSITY, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this AGREEMENT. The DISTRICT undertakes no duty to ensure such compliance, but will attempt to advise the UNIVERSITY, upon request, as to any such laws of which it has present knowledge.

8.2 The UNIVERSITY hereby assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age, or sex, in any activity under this AGREEMENT. The UNIVERSITY shall take all measures necessary to effectuate these assurances.

8.3 The laws of the State of Florida shall govern all aspects of this AGREEMENT. In the event it is necessary for either party to initiate legal action

regarding this AGREEMENT, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justiciable in federal court.

8.4 The UNIVERSITY, by its execution of this AGREEMENT, acknowledges and attests that neither it, nor any of its suppliers, subcontractors, or consultants who shall perform work which is intended to benefit the DISTRICT is a convicted vendor or, if the UNIVERSITY or any affiliate of the UNIVERSITY has been convicted of a public entity crime, a period longer than 36 months has passed since that person was placed on the convicted vendor list. The UNIVERSITY further understands and accepts that this AGREEMENT shall be either void by the DISTRICT or subject to immediate termination by the DISTRICT, in the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133, Florida Statutes. The DISTRICT, in the event of such termination, shall not incur any liability to the UNIVERSITY for any work or materials furnished.

8.5 The UNIVERSITY shall be responsible and liable for the payment of all of its FICA/Social Security and other applicable taxes resulting from this AGREEMENT.

8.6 The UNIVERSITY warrants that it has not employed or retained any person, other than a bona fide employee working solely for the UNIVERSITY, to solicit or secure this AGREEMENT. Further the UNIVERSITY warrants that it has not paid or agreed to pay any person, other than a bona fide employee working solely for the UNIVERSITY, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the awarding or making of this AGREEMENT. For breach of this provision, the DISTRICT may terminate this AGREEMENT without liability and, at its discretion, deduct or otherwise recover the full amount of such fee, commission, percentage, gift, or other consideration.

8.7 The UNIVERSITY shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the UNIVERSITY assert any exemptions to the requirements of Chapter 119 and related Statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the UNIVERSITY.



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

EXHIBIT "B"

GENERAL TERMS AND CONDITIONS

8.7.1 Pursuant to Sections 119.07(3)(o), and 240.241 Florida Statutes, data processing software obtained by an agency under a license agreement which prohibits its disclosure and which software is a trade secret, as defined in Sections 812.081(c), Florida Statutes is exempt from the disclosure provisions of the Public Records law. However, the parties hereto agree that if a request is made of the DISTRICT, pursuant to Chapter 119, Florida Statute, for public disclosure of proprietary property being licensed to the UNIVERSITY (Licensee) hereunder, the DISTRICT shall advise the UNIVERSITY (Licensee) of such request and, as between the DISTRICT and the UNIVERSITY (Licensee), it shall be the UNIVERSITY's (Licensee's) sole burden and responsibility to immediately seek and obtain such injunctive or other relief from the Courts and to immediately serve notice of the same upon the Licensor to protect the Licensor's claimed exemption under the Statute.

8.8 The UNIVERSITY shall make reasonable efforts to obtain any necessary federal, state, local, and other governmental approvals, as well as all necessary private authorizations and permits, prior to the commencement of performance of this AGREEMENT. A delay in obtaining permits shall not give rise to a claim by the UNIVERSITY for additional compensation. If the UNIVERSITY is unable to obtain all necessary permits in a timely manner, either party may elect to terminate this AGREEMENT, each party to bear its own costs, notwithstanding other provisions of this AGREEMENT to the contrary.

8.9 Pursuant to Section 216.347, F.S., the UNIVERSITY is prohibited from the expenditure of any funds under this AGREEMENT to lobby the Legislature, the judicial branch, or another state agency.

8.10 The DISTRICT is a governmental entity responsible for performing a public service and therefore has a legitimate interest in promoting the goals and objectives of the agency. The work under this AGREEMENT involves a project consistent with these goals and objectives. Consequently, the DISTRICT is desirous of satisfactorily completing and successfully promoting this project with the

cooperation of its UNIVERSITY. Therefore, as the DISTRICT'S UNIVERSITY for this project, the UNIVERSITY assures the DISTRICT that the UNIVERSITY, its employees, subcontractors and assigns will refrain from acting adverse to the DISTRICT'S legitimate interest in promoting the goals and objectives of this project. The UNIVERSITY agrees to take all reasonable measures necessary to effectuate these assurances. In the event the UNIVERSITY determines it is unable to meet or promote the goals and objectives of the project, it shall have the duty to immediately notify the DISTRICT. Upon such notification the DISTRICT, in its discretion, may terminate this AGREEMENT.

ARTICLE 9 - RELATIONSHIP BETWEEN THE PARTIES

9.1 The UNIVERSITY shall be considered an independent contractor and neither party shall be considered an employee or agent of the other party. Nothing in this AGREEMENT shall be interpreted to establish any relationship other than that of independent contractor between the parties and their respective employees, agents, subcontractors, or assigns during or after the performance on this AGREEMENT. Both parties are free to enter into contracts with other parties for similar services.

9.2 It is the intent and understanding of the Parties that this AGREEMENT is solely for the benefit of the UNIVERSITY and the DISTRICT. No person or entity other than the UNIVERSITY or the DISTRICT shall have any rights or privileges under this AGREEMENT in any capacity whatsoever, either as third-party beneficiary of all or any part of the work described in the Statement of Work, Exhibit "C" or otherwise provided for in this AGREEMENT.

9.3 The UNIVERSITY shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this AGREEMENT without the prior written consent of the DISTRICT. Any attempted assignment in violation of this provision shall be void.

9.4 The UNIVERSITY shall not pledge the DISTRICT's credit or make the DISTRICT a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness.

9.5 The DISTRICT assumes no duty with regard to the



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

EXHIBIT "B"

GENERAL TERMS AND CONDITIONS

supervision of the UNIVERSITY and the UNIVERSITY shall remain solely responsible for compliance with all safety requirements and for the safety of all persons and property at the site of contract performance.

ARTICLE 10 - MBE PARTICIPATION

10.1 The UNIVERSITY hereby acknowledges that no Minority Business Enterprises (MBE) participation goal has been established for this AGREEMENT; however, both parties agree to provide the other advance notice of competitive contracts that may result from this AGREEMENT along with timelines for public notice and award of such contracts. In the event subsequent competitive contract awards do result in MBE participation, such participation shall be reported to the other party. Both the UNIVERSITY and the DISTRICT will ensure compliance with the provisions of their respective program, laws, ordinances and policies and will support the other's initiatives to the extent allowed by law.

ARTICLE 11 - YEAR 2000 COMPLIANCE

Article 11 is hereby deleted.

ARTICLE 12 - GENERAL PROVISIONS

12.1 Notwithstanding any provisions of this AGREEMENT to the contrary, the parties shall not be held liable for any failure or delay in the performance of this AGREEMENT that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. Failure to perform shall be excused during the continuance of such circumstances, but this AGREEMENT shall otherwise remain in effect. This provision shall not apply if the "Statement of Work" of this AGREEMENT specifies that performance by UNIVERSITY is specifically required during the occurrence of any of the events herein mentioned.

12.2 In the event any provisions of this

AGREEMENT shall conflict, or appear to conflict, the AGREEMENT, including all exhibits, attachments and all documents specifically incorporated by reference, shall be interpreted as a whole to resolve any inconsistency.

12.3 Failures or waivers to insist on strict performance of any covenant, condition, or provision of this AGREEMENT by the parties, their successors and assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this AGREEMENT. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this AGREEMENT specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

12.4 Should any term or provision of this AGREEMENT be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this AGREEMENT, to the extent that the AGREEMENT shall remain operable, enforceable and in full force and effect to the extent permitted by law.

12.5 This AGREEMENT may be amended only with the written approval of the parties hereto.

12.6 This AGREEMENT states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this AGREEMENT. The UNIVERSITY recognizes that any representations, statements or negotiations made by DISTRICT staff do not suffice to legally bind the DISTRICT in a contractual relationship unless they have been reduced to writing and signed by an authorized DISTRICT representative. This AGREEMENT shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

ARTICLE 13 - SAFETY REQUIREMENTS

13.1 The UNIVERSITY shall require appropriate personal protective equipment in all operations where there



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

EXHIBIT "B"

GENERAL TERMS AND CONDITIONS

is exposure to hazardous conditions.

13.2 The UNIVERSITY shall instruct employees required to handle or use toxic materials or other harmful substances regarding their safe handling and use, including instruction on the potential hazards, personal hygiene and required personal protective measures. A Material Safety Data Sheet (MSDS) shall be provided by the UNIVERSITY to the DISTRICT on each chemical product used.

13.3 The UNIVERSITY shall comply with the standards and regulations set forth by the Occupational Safety and Health Administration (OSHA), the Florida Department of Labor and Employment Security and all other appropriate federal, state, local or DISTRICT safety and health standards.

13.4 It is the UNIVERSITY's sole duty to provide safe and healthful working conditions to its employees and those of the DISTRICT on and about the site of AGREEMENT performance.

13.5 The UNIVERSITY shall initiate and maintain an accident prevention program which shall include, but shall not be limited to, establishing and supervising programs for the education and training of employees in the recognition, avoidance, and prevention of unsafe conditions and acts.

13.6 The UNIVERSITY shall erect and maintain, as required by existing conditions and performance of the AGREEMENT, reasonable safeguards for safety and protection, including posting of danger signs and other warnings, against hazards.

13.7 The UNIVERSITY shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:

13.7.1 employees on the work and other persons who may be affected thereby; including pedestrians, visitors, or traveling public;

13.7.2 the work, materials, and equipment to be incorporated therein; whether in storage on or off the site, under care, custody or control of the UNIVERSITY, or UNIVERSITY's subcontractors;

and

13.7.3 other properties at the site or adjacent thereto; such as trees, shrubs, lawns, walks, utilities, pavement, roadways, structures, building, vehicles, and equipment not designated for removal, relocation or replacement in the course of work.

13.8 The UNIVERSITY shall provide first aid services and medical care to its employees.

13.9 The UNIVERSITY shall develop and maintain an effective fire protection and prevention procedures and good housekeeping practices on the work site throughout the AGREEMENT.

13.10 *Emergencies:* In emergency affecting safety of persons or property on or about the site or as a result of the work; the UNIVERSITY shall act, timely and with due diligence, to prevent threatened damage, injury, or loss.

13.11 *Environmental:* When the UNIVERSITY, UNIVERSITY's subcontractors, or subcontractors, use petroleum products, hazardous chemicals, or any other chemicals used on or about the site, the UNIVERSITY shall be responsible for handling these chemical constituents in accordance with federal, state and local regulations during the terms of the AGREEMENT. For accidental discharges or releases onto the floor, air, ground, surface waters, ground waters, it shall be the UNIVERSITY's sole responsibility to respond immediately to clean the site, at his expense, to the complete satisfaction of federal, state, local regulatory agencies and to the DISTRICT requirements.

13.12 The DISTRICT may order the UNIVERSITY to halt operations under the AGREEMENT, at the UNIVERSITY's expense, if a condition of immediate danger to the public and/or DISTRICT employees, equipment, or property exist. This provision shall not shift the responsibility or risk of loss for injuries or damage sustained from the UNIVERSITY to the DISTRICT; and the UNIVERSITY shall remain solely responsible for compliance with all federal, state and local safety requirements, provisions of this section, and safety of all persons and property on or about the site.

EXHIBIT "C"
STATEMENT OF WORK
INSTALLATION & IMPLEMENTATION OF
TOTAL FLOW PROPORTIONAL AUTO-SAMPLER FOR S-5A

1.0 INTRODUCTION AND BACKGROUND

S-5A is a large pumping station located at the northern tip of the Water Conservation Area 1 (WCA1) on the south side of US Highway 441 and canal C-51 (West Palm Beach Canal) in South Florida. During Fiscal Year (FY) 2000, the Hemispheric Center of Environmental Technology at Florida International University (**UNIVERSITY**) did a study (C-11956) on the structure S-5A. The objective of the study was to investigate the limitations of the current auto-sampler (located at inlet of pump bay 4) at the structure S-5A and to suggest a solution for overcoming such limitations using the advances in the field of sampling. As a result of the study, the **UNIVERSITY** proposed a new total flow proportional auto-sampling design for S-5A, which is one of the largest pumping stations in the United States. The **UNIVERSITY** also provided the South Florida Water Management District (**DISTRICT**) with a first-cut estimate of resources for installation and implementation of such a system in a timely and cost-efficient manner. The multi-agency technical oversight committee (TOC) approved the design and concurred with the implementation of the new sampling system.

During FY 2002, the **UNIVERSITY** did a study (C-13848) on the structure S-5A. The overall objective of this project is to install a sampling system at S-5A that will provide sound and reliable flow integrated concentration data. More specific tasks include (1) advancing the conceptual design of the total flow auto-sampler system to the final design; (2) fabrication and bench scale testing; (3) assembly and systems integration followed by field-testing and submission of results to the TOC.

The auto-sampler system for structure S-5A is designed to collect samples on a flow-proportional basis, in conjunction with the operation of the pumping station. The sampling system consists of metering pumps, mixing tanks and sample collection tanks. A schematic of conceptual design is shown in Figure 1. The conceptual basis of the design is that by continuous sampling of the discharge from the station, a true representative sample can be collected in a mixing tank and the aliquot sample then taken from the mixing tank would be indicative of the constituent loads in total discharge. This system will quantify flow proportional water quality constituent concentrations, particularly Total Phosphorus (TP), for use in compliance with State standards and for calculation of mass loading, fundamental to adaptive management of Everglades restoration.

Continuous sampling is accomplished by taking a sampling stream from the inlet bay of each of the pumps (that are running at that time) and collecting the streams in a mixing tank. The composition of the water collected in the mixing tank is representative of the discharge from each pump. The flow rate of the sampling stream is kept proportional to the discharge from that particular pump and is controlled by sending an appropriate signal to a metering pump. Thus the combined flow of the sampling streams is proportional to the total discharge from the station.

During the first year, the **UNIVERSITY** completed a study delineating the limitations of the current sampling systems in place at the structure S5A. These include the weekly grab sampling methodology, and the two automatic samplers (pump bay 4 and 50 ft upstream of structure S5A). The study pointed out the sources of error in all these three methodologies currently used by the system. Through this study, **UNIVERSITY** came up with the innovative design of a total flow automatic sampler, which is based on continuous sampling from the running pumps at all times). The preliminary design went through several iterations based on useful comments and critique from the involved **DISTRICT** personnel. After getting the go-ahead permission from the "Technical Oversight Committee" (TOC) to begin detail design and the fabrication of the proposed total flow automatic sampling system in FY01.

During the second year, the **UNIVERSITY** completed the detailed design of the automatic sampler. The detailed design involved systems integration. The **DISTRICT** decided to upgrade the Data Acquisition System at the structure and using MOSCAD to bring it up to par with the state of art. After the review and subsequent approval of the detail design that included the Sampler System As-builts drawings, Process & Instrumentation Diagram (P&ID), Skid Design, Controls Design, and installation planning, etc. the system parts were procured and the system fabricated as shown in Fig. 1. The automatic sampler has been transported to the **DISTRICT** premises where the MOSCAD system is being configured.

2.0 OBJECTIVE

- The **UNIVERSITY** will provide technical support towards system integration of the new design automatic sampling system at the S5A structure.
- The **UNIVERSITY** will also interface with the Electrical Support and Data Acquisition Group at the **DISTRICT** for validation and testing of the MOSCAD as it pertains to the newly fabricated and installed autosampler system.
- The **UNIVERSITY** will provide on-site support for troubleshooting and fixing any problems.
- The **UNIVERSITY** Technical Staff will assist the **DISTRICT**'s Environmental Monitoring and Assessment Department personnel with developing the protocol for the sample collection from the newly installed system.
- The **UNIVERSITY** will perform a comparative study for the four systems, 2 existing autosampler, a new autosampler and grab samples (up stream and downstream of the structure) and provide the results to the **DISTRICT** in the form of periodic reports. After 2 months of comparing data, **UNIVERSITY** will publish a report detailing the results and presenting the findings to the **DISTRICT** and Technical Oversight Committee.

3.0 SCOPE OF WORK

The scope of work is divided into 3 phases as described in detail below:

The **UNIVERSITY** shall provide technical support towards system integration of the new automatic sampling system at the S5A structure. The technical support will be in the form of providing workforce for operations necessary to integrate, test and maintain the total flow S5A

hardware using applicable standards and specifications. The **UNIVERSITY** shall be responsible for providing replacement of any part/equipment as it pertains to the sampler, as most of the high priced items should be covered under warranty. The **UNIVERSITY** shall also interface with the Electrical Support and Data Acquisition Group at the **DISTRICT** for validation and testing of the MOSCAD as it pertains to the newly fabricated and installed autosampler system. In case of breakdown or malfunction, the **UNIVERSITY** shall provide on-site support for troubleshooting and fixing any problems throughout the duration of this agreement.

The **UNIVERSITY** technical staff shall assist the **DISTRICT**'s Environmental Monitoring and Assessment Department personnel with developing the protocol for the sample collection from the newly installed system during the duration of this agreement. The **DISTRICT** staff shall continue to collect surface water samples from 3 existing setups, 2 auto samplers and 2 grab sample (upstream and downstream of the structure) besides undertaking the sampling at new system. The sampling at the new system will be done on a weekly basis in conjunction with the other systems in place.

The **DISTRICT** will provide the results of the NH₄, NO₂, NO_X, TKN, TPO₄, OPO₄ analyses to the **UNIVERSITY**. The **UNIVERSITY** shall perform a comparative study for the five systems and provide the results to the **DISTRICT** in the form of periodic reports. After 2 months of comparing data, the **UNIVERSITY** shall publish a report detailing the results and presenting the findings to the **DISTRICT** and Technical Oversight Committee. The findings will delineate the differences, if any, in the determination of the NH₄, NO₂, NO_X, TKN, TPO₄, OPO₄ concentration from the 2 existing auto samplers, 2 garb samples, and the new automatic autosampler.

4.0 WORK BREAKDOWN STRUCTURE

Following each task, the **UNIVERSITY** shall complete a Progress Report summarizing work completed for each task.

Task 1: Technical On-Site Support, Troubleshooting and Replacement of Any Part/Equipment Associated with the New Auto sampler

The **UNIVERSITY** shall provide technical support towards system integration of the new automatic sampling system at the S5A structure. This will involve the integration and dry testing of the sampler with the newly acquired MOSCAD system for S5A. The technical support will be in the form of providing workforce for operations necessary to integrate (during implementation of this agreement), test and maintain the total flow S5A hardware using applicable standards and specifications. The **UNIVERSITY** shall be responsible for providing replacement of any part/equipment as it pertains to the sampler, as most of the high priced items should be covered under warranty. The **UNIVERSITY** will also interface with the Electrical Support and Data Acquisition Group at the **DISTRICT** for validation and testing of the MOSCAD as it pertains to the newly fabricated and installed autosampler system. The **UNIVERSITY** is responsible for the validation of the new auto-sampler at S-5A. In case of breakdown or malfunction, the **UNIVERSITY** shall provide on-site support for troubleshooting and fixing any problems during implementation of this agreement.

Task 2: Developing Field Sampling Procedures for New Autosampler and Field Data Collection

The **UNIVERSITY** technical staff shall assist the **DISTRICT**'s Environmental Monitoring and Assessment Department personnel with developing the protocol for the sample collection from the newly installed system. It is anticipated that **DISTRICT** staff will continue to sample for the 3 existing setups (2 autosampler and 2 grab samples) besides undertaking the sampling at new system. The sampling at the new system will be done on a weekly basis in conjunction with the other systems in place.

The **UNIVERSITY** shall visit S5A site as required and requested by **DISTRICT** Project Manager and samples shall be collected during these weekly visits as determined by **DISTRICT** staff. All surface water grab samples are to be collected at shallow depths (<0.5m). **DISTRICT** staff will be present to make visual observations, determine flow conditions for sampling and read staff gauges when available. Water samples will be properly collected, labeled, and preserved by the **District** staff, as indicated in the **District's** QAPP. Samples will be collected for the parameters shown in Table 2.

Table 2. Water Quality Monitoring Program

Site	Frequency	Parameter
S5A (Existing Auto-Samplers)	Weekly	NH4, NO2, NOX, TKN, TPO4, and OPO4
S5 A (New Auto - Sampler)	Weekly	NH4, NO2, NOX, TKN, TPO4, and OPO4
S5 A (Grab Sample - Up Stream)	Weekly	TKN , NH4, NO2, NOX, , TPO4, and OPO4
S 5 A (Grab Sample- Down Stream)	Weekly	TPO4, NH4, NO2, NOX, TKN, and OPO4

Task 2.1 - Sample Shipping

After collection, the **DISTRICT** Staff will be responsible for shipping the samples, properly packed in coolers with ice and sealed with tape, with required chain-of-custody sheets and documentation to the appropriate laboratory as specified by the **DISTRICT**. The **DISTRICT** or the contract lab shall be responsible for paying for the shipping. The **DISTRICT** shall determine which shipping company will be used. All samples shall be shipped the same day as collection. To ensure proper chain of custody procedures, the **DISTRICT** will sign a **DISTRICT** chain of

custody ("header") sheet. The "header" sheet shall include pertinent information, such as the project code, date and time the samples are collected, station names, field analyses data, and the date and time samples are relinquished.

Task 3: Comparative Study for the Four Systems

The **UNIVERSITY** shall perform a comparative study for the four systems, 2 existing autosampler, a new autosampler, grab samples (up stream and downstream of the structure) and provide the results to the **DISTRICT** in the form of periodic reports. After 2 months of comparing data, the **UNIVERSITY** shall provide a report for review to the **DISTRICT** Project Manager. The **UNIVERSITY** shall publish a report detailing the results and present the findings to the **DISTRICT** and Technical Oversight Committee. After the **DISTRICT**'s Project Manager has completed the review, changes will be made based on the Project Manager's recommendation. The results for the testing will be presented to the Technical Oversight Committee at one of its open meetings (report detailing the comparative results from the 4 sampling systems as well as a presentation to the Technical Oversight Committee.).

5.0 QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)

The **DISTRICT** is committed to the use of good quality assurance practices to produce data of verifiable quality.

To ensure that qualified individuals perform the services under this agreement, the **UNIVERSITY** may not subcontract any portion of this work without prior approval from the **DISTRICT** Project Manager. The **UNIVERSITY** must document training and experience of their personnel, or subcontracted personnel before being approved to work on this project.

6.0 REPORTING CRITERIA REQUIREMENT

Quarterly Reports

A progress report shall be submitted to the **DISTRICT** by the **UNIVERSITY** following each of the first three quarters of sampling. This report shall review the quarterly results of the various water quality data collection methods described herein. The progress report shall include a brief discussion of the results and summary statistics for each parameter and water quality collection methods. The summary statistics shall include but not be limited to: mean, standard deviation, median, minimum, maximum, and 25th and 75th percentiles. In addition, a graphical comparison between the sampling methods shall be provided for each parameter concentration in the form of notched-box and whisker plots where the notches exhibits a 95% confidence interval around the median. Also, the **UNIVERSITY** shall include a regression analysis comparing each of the sample collection methods to the new total flow proportional method (regression analysis should include number of samples, regression equation, r-squared and p-value).

After the initial (first) quarterly report, summary statistics and graphics shall include results for the implementation period as well as the quarterly data.

Quarterly reports shall be submitted to the **DISTRICT** 30 days after the quarterly data becomes available.

Final Report

Forty-five (45) days after the water quality data for the final quarter becomes available, the **UNIVERSITY** shall prepare a final report comparing parameter concentrations for the different methods used in collecting samples at S5A.

To determine whether parameter concentrations (collected by the various methods) are significantly different, the **UNIVERSITY** shall use the appropriate analysis (i.e., Kruskal-Wallis, ANOVA, etc.) to perform pairwise comparisons of parameter concentration means and variances for the different methods used to collect the samples. The **UNIVERSITY** shall justify the selection of one statistical method over another.

Should the analysis result in no significant statistical difference between methods, the **UNIVERSITY** shall perform a retrospective power analysis to determine if the sample size used in the analysis was sufficient to detect any differences given the variability and the range of the observed differences in the data. The power analysis used shall be appropriate to the data analysis used. In addition, the power analysis shall be performed using an $\alpha = 0.05$ and a $\beta = 0.1$.

The final report shall include (at a minimum):

- **INTRODUCTION** - Provides a background of why the study was performed and the objectives of the study.
- **METHODS** - Describes in detail how the study was performed and justifies the statistical analysis used to determine statistically significant differences between sample collection methods and parameter concentrations. This section shall also provide information if the sample size was sufficient to conclude statistical significance of the observed differences.
- **RESULTS AND DISCUSSIONS** – Discussion of results and should include summary statistics, notched-box and whisker plots, and regression plots (of the entire data set) similar to the type used in the Quarterly Reports. In addition, the results of the statistical analysis shall be presented and discussed here. The statistical evaluation should also include p-values for the pairwise comparisons.
- **CONCLUSION** – Based on the data collected and analyses performed, what can be concluded from the study. Where the collection methods significantly different from each other.
- **REFERENCES**
- **APPENDICES** – if necessary

7.0 MONTHLY STATUS MEETINGS

Monthly meetings between the **DISTRICT** and the **UNIVERSITY** are required to discuss project-related issues. The exact timing of these meetings will be determined at the discretion of the **DISTRICT**.

8.0 UNIVERSITY IN-KIND CONTRIBUTION

The **UNIVERSITY** shall provide in-kind services which include staff time, training to **DISTRICT** staff and provide on-site support for troubleshooting. In addition, the **UNIVERSITY** shall provide technical support and replacement of any part/equipment associated with the new Auto Sampler. Upon completion the **UNIVERSITY** shall also present the results of this project to the multi-agency Technical Oversight Committee.

9.0 DELIVERABLE SCHEDULE

The **UNIVERSITY** shall submit monthly Progress Reports summarizing work completed for each task.

Task 1: Technical On-Site Support, Troubleshooting and Replacement of Any Part/Equipment Associated with the New Auto sampler

Deliverable 1.1: Provide technical support/troubleshooting for system integration of the new design automatic sampling system at the S5A structure

Due Date: Monthly (throughout implementation of this agreement)

Deliverable 1.2: Replacement of any part/equipment associated with the new Auto sampler and on Site Support.

Due Date: Monthly (throughout implementation of this agreement)

Task 2: Developing Field Sampling Procedures for New Autosampler and Field Data Collection

Deliverable 2.1: Assisting the District's Environmental Monitoring, and Assessment Department personnel with developing the protocol for the sample collection from the newly installed system; field data collection and sample shipping

Due Date: Monthly

Task 3: Comparative Study for the Four Systems

Deliverable 3.1: Report detailing the Comparative Study for the four systems, 2 existing autosampler, a new autosampler and grab samples

Due Date: Monthly

Deliverable 3.2: Submission of the final report and a presentation to the Technical Oversight committee.

Due Date: 14 months after agreement execution

Figure 1: New Autosampler

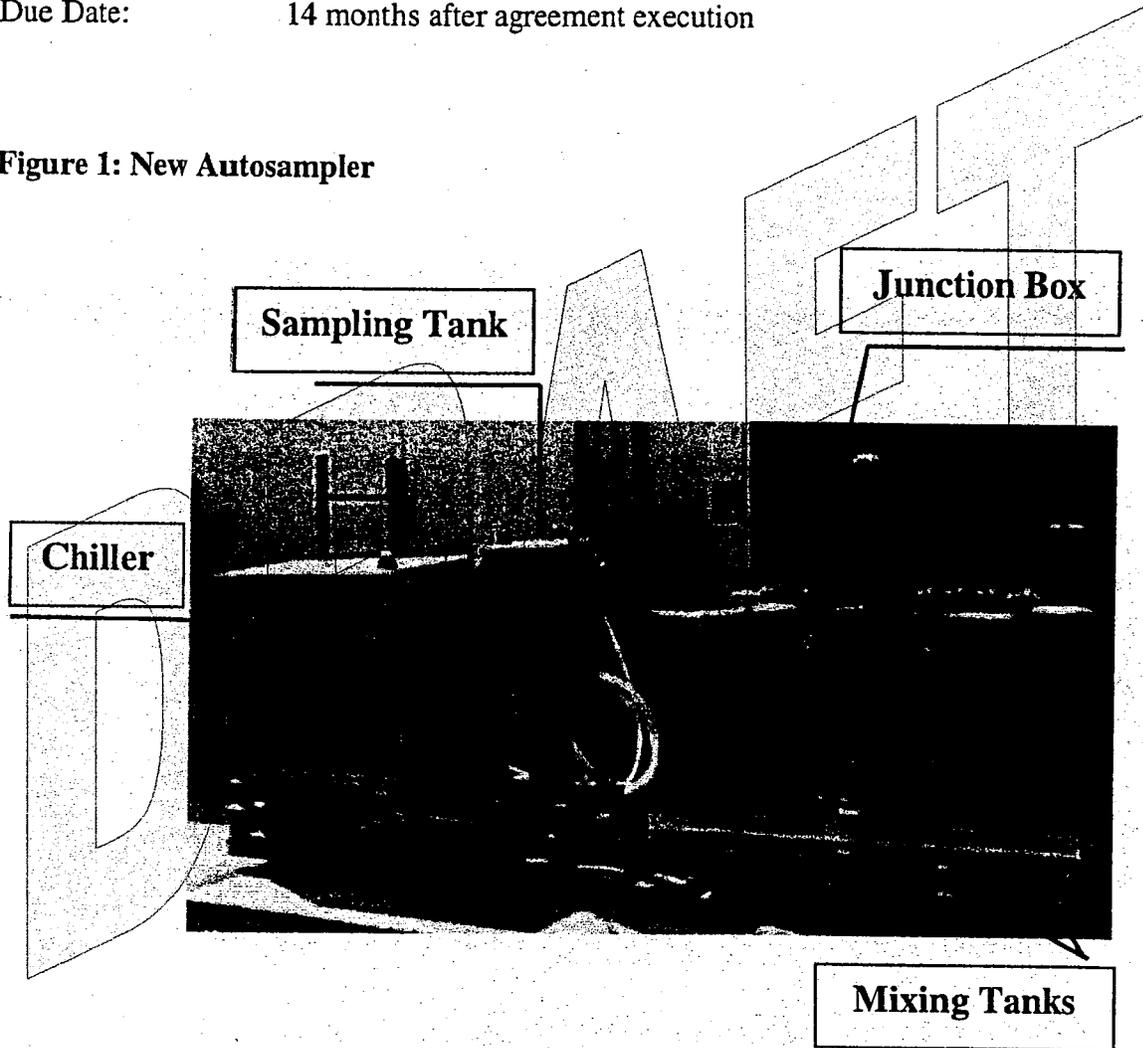


Figure 2. The conceptual design of the sampling system at S-5A

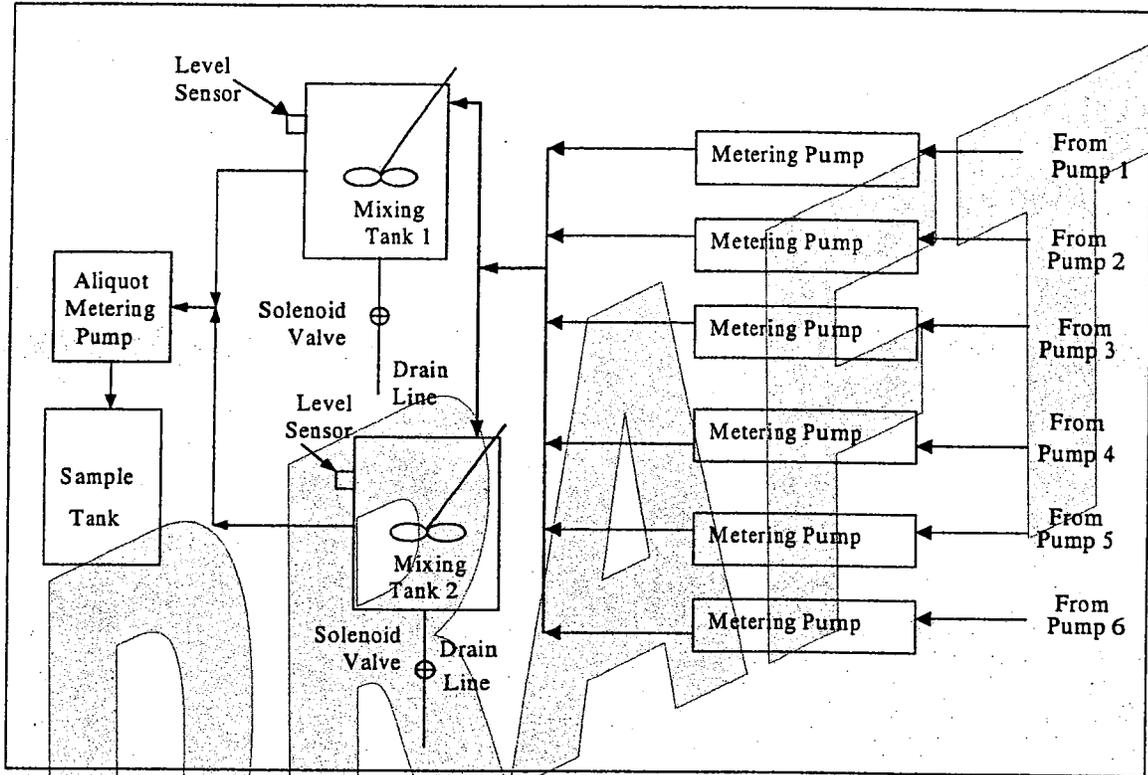


Figure 3. Overview of the pumping station

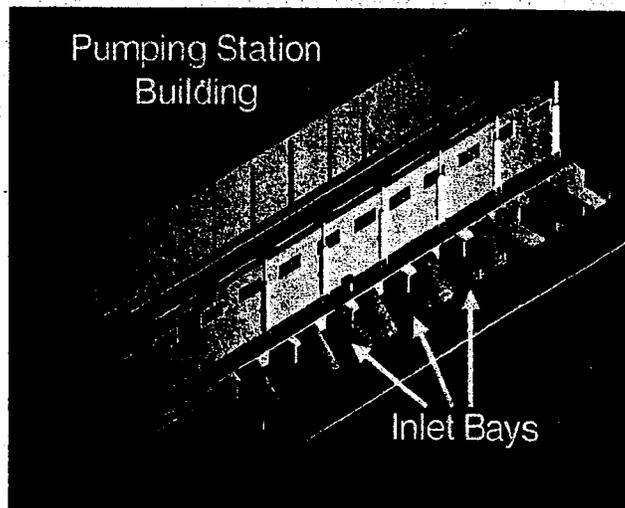


Figure 4. Panoramic view of the metering pumps for all pumps

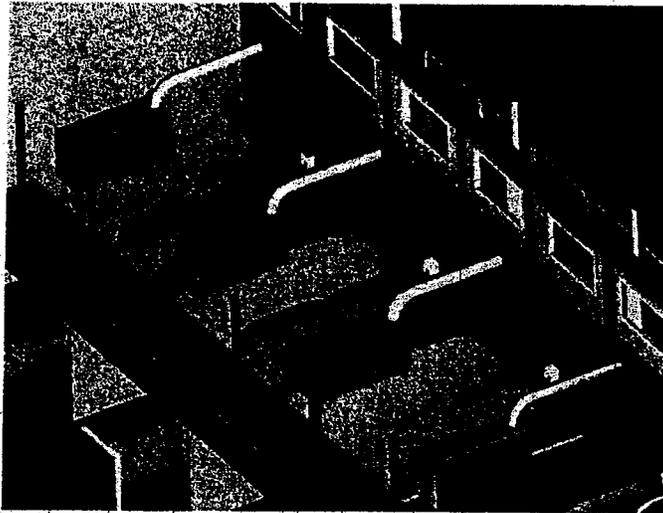


Figure 5. Sampling cabinet and the contents

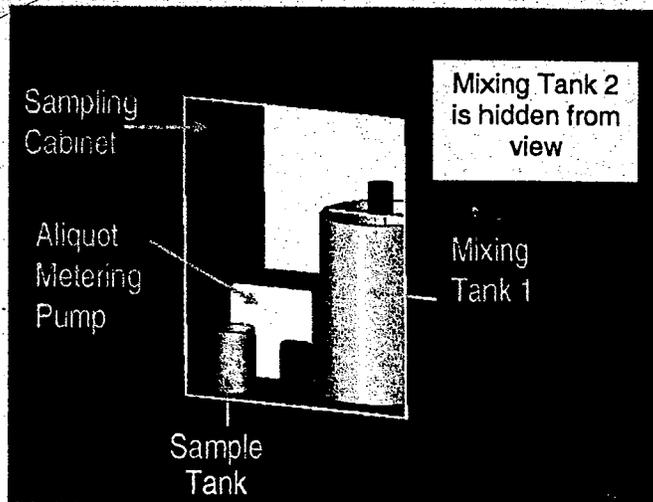


Figure 6. PID of the new auto-sampler

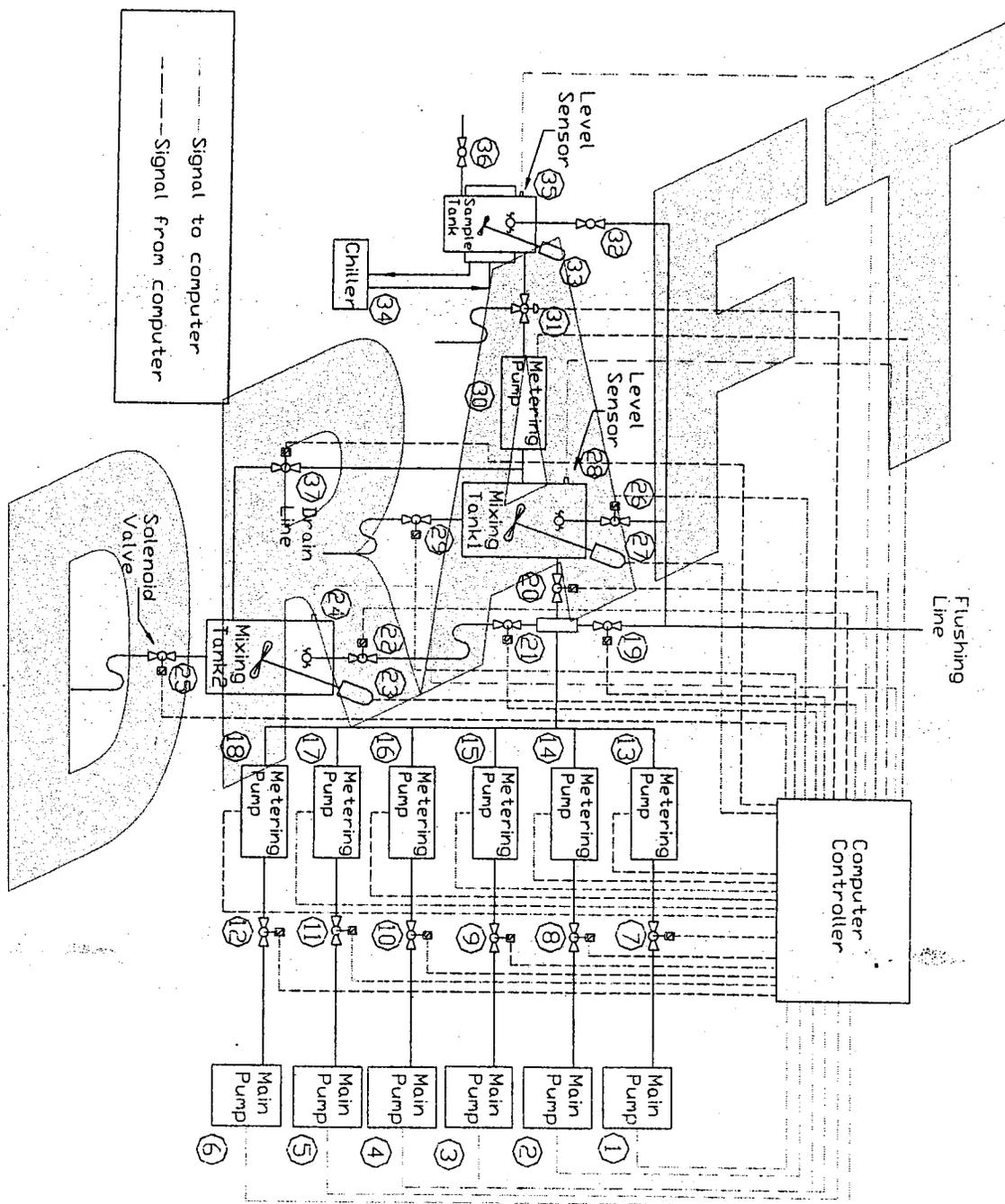


Figure 7 Chemistry Field Data Log (Front)

Shaded area is for laboratory use only. See reverse side for explanation of codes.

PROJECT NO. _____

DATE SUBMITTED _____

ANALYST NAME _____

PERMIT NUMBER _____

PROGRAM _____

EXP. MON. _____

CHEMISTRY FIELD DATA LOG

Reduplicated by (Signature) _____

Date _____

Time _____

Please check the tests to be performed on the below samples.

1	UMH	26	TPO4	27	DO	28	NH4	29	NO3	30	NO2	31	CL	32	SO4	33	SCOD	34	F	35	TDS	
2	LOOM	36	TOC	37	ORP	38	NO3	39	NO2	40	CL	41	SO4	42	SCOD	43	F	44	TDS	45		46
3	TURB	47		48		49		50		51		52		53		54		55		56		57
4	VSS	58		59		60		61		62		63		64		65		66		67		68
5	TSS	69		70		71		72		73		74		75		76		77		78		79

80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200
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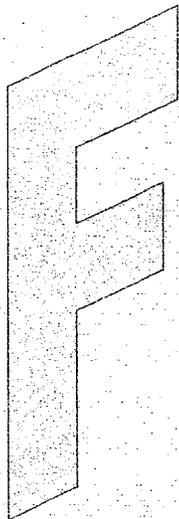
Laboratory Use Only

WCHM-2 Revised 11/2009

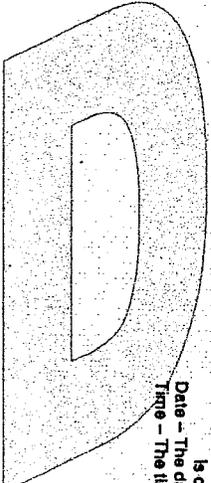
Figure 8 Chemistry Field Data Log (Back) Budget

Chemistry Field Data Log

INFORMATION TABLE
PROJECT CODE - The four-letter code for the project name. This code must be registered with the Water Quality Monitoring Division before the project is initiated.
DATE SUBMITTED - The date on which the samples are submitted to the laboratory for analysis.
DATA COLLECTOR - The person or persons who performed the sampling trip.
PROJECT NUMBER - The SPWMD budget code for the project.
PERMIT NUMBER - The SPWMD permit number.
PROGRAM TYPE - The type of program samples are being collected for:
 EXP Experimental/Research
 MON Monitoring



DATA TABLE
LIMS NUMBER - (Laboratory use only) The unique number generated by the LIMS system. This number is assigned when the samples are logged in.
NB - The number of bottles submitted for the sample.
SAMPLE NUMBER - The field sample number. This is assigned on a per project basis by the individual project managers.
DATE/TIME COLLECTED - The month, day, year, and time the sample was collected.
STATION CODE - An eight character or less station code. The station code must be registered with the Water Quality Monitoring Division before sampling is initiated.
TYPE - The sample type. Valid codes are as follows:
 EB Equipment Blank
 FB Field Blank
 FD Field Duplicate
 RS Replicate Sample
 SS Split Sample
 SP Regular Samples
MATRIX CODE - The two or three letter code for the type of material being sampled.
 SE Sediment
 SO Soil
 GW Groundwater
 SW Surface Water
 RA Atmospheric Deposition (Rain)
 SA Saline
 BPL Biological - Plant
 BFI Biological - Fish
 BAN Biological - Animal
 BRE Biological - Reptiles
 BAL Biological - Algae
 BPE Biological - Periphyton
 PW Pure Water



METHOD CODE - The one, two or three letter code for the method of sample collection.

- ACF Auto-Sampler Composite Flow Proportional
- ACT Auto-Sampler Composite Time Proportional
- ADP Auto-Sampler Discrete Flow Proportional
- ADT Auto-Sampler Discrete Time Proportional
- CDI Composite Depth Integrated
- CWI Composite Width Integrated
- CXI Composite Cross Section Integrated
- CSI Composite Site Integrated - Sediment/Soil Only
- G Grab
- GB Grab Baller
- GP Grab Pump
- BLK Bulk
- WET Wet (Atmospheric Deposition/Rain)
- DRY Dry (Atmospheric Deposition/Rain)

UD - The code for upstream/downstream. Valid codes are as follows:

- 1 Upstream
- 2 Downstream

DS - The code for discharge. Valid codes are as follows:

- 1 Flow
- 2 No Flow
- 3 Reverse Flow or Backpumping

WE - The code for weather. Valid codes are as follows:

- 1 Clear Skies
- 2 Slight Overcast
- 3 Medium Overcast
- 4 Very Overcast
- 5 Drizzle
- 6 Rain

DEPTH - The depth in meters at which the sample was taken.

TEMP - The water temperature in degrees centigrade.

PH - The pH value in units.

COND - The specific conductivity value in umhos/cm.

DO - The dissolved oxygen value in mg/l.

SDD - The depth in meters at which the secchi disk is visible.

SALINITY - The salinity value in mg/l.

REDOX - The oxidation/reduction potential in mV.

DEPTH - The total water column depth in meters.

COMMENTS - Any additional information on the sample.

Relinquished By - The signature of the data collector. This signature signifies that all information is checked and sample custody is released to the laboratory.

Date - The date the sample custody is relinquished.

Time - The time the sample custody is relinquished.

EXHIBIT "D"
PAYMENT AND DELIVERABLE SCHEDULE

The **UNIVERSITY** will submit monthly invoices not to exceed the total payment amount for each task listed in the following schedule. All invoices shall list the deliverables submitted to the **DISTRICT** set forth under Tasks 1 through 3 of Exhibit "C" to this Agreement. Payment of invoices will be contingent upon delivery and acceptance by the **DISTRICT** of all deliverables and work products (including project reports) due within the invoiced period.

Task	Deliverable	Due Date*	Not-to-Exceed Payment Amount
1	No. 1.1: Provide technical support/troubleshooting for system integration of the new design automatic sampling system at the S5A structure	Monthly	\$ 15,000.00
	No. 1.2: Replacement of any part/equipment associated with the new Auto sampler and on Site Support	Monthly	
2	No. 2: Assisting the District's Environmental Monitoring and Assessment Department personnel with developing the protocol for the sample collection from the newly installed system	Monthly	\$ 20,000.00
3	No. 3.1: Report detailing the Comparative Study for the four (4) systems, 2 existing autosampler, a new autosampler and grab samples	Monthly	\$ 10,000.00
	No. 3.2: Submission of the final report and a presentation to the Technical Oversight committee.	14 Months	
Total Not-to-Exceed			\$ 45,000.00

*Due dates based on date of agreement execution.

