



CONTRACT NO. 23-018-AMS
BETWEEN THE
EDWARDS AQUIFER AUTHORITY
AND
EUROFINS ENVIRONMENTAL TESTING SOUTH CENTRAL LLC
FOR ANALYTICAL LABORATORY SERVICES

This Contract is made and entered into by and between the EDWARDS AQUIFER AUTHORITY (EAA), a political subdivision of the State of Texas, with its principal place of business located at 900 E. Quincy Street, San Antonio, Texas 78215, and EUROFINS ENVIRONMENTAL TESTING SOUTH CENTRAL LLC (Contractor), an analytical laboratory with its principal place of business located at 1733 North Padre Island Drive, Corpus Christi, Texas 78408-2329. Each of these entities is, at times, referred to in this Contract individually as a “Party,” and both are referred to collectively as “Parties.”

RECITALS

WHEREAS, the EAA was created by the Edwards Aquifer Authority Act, Act of May 30, 1993, 73rd Leg., R.S., ch. 626, 1993 Tex. Gen. Laws 2350, as amended (Act); and

WHEREAS, under Section 1.02 of the Act, the EAA is a conservation and reclamation district created by virtue of Article XVI, Section 59, Texas Constitution, and is a governmental agency and body politic and corporate vested with the full authority to exercise the powers and to perform the functions specified in the Act, and other applicable law; and

WHEREAS, under Section 1.08(a) of the Act, the EAA has all the powers, rights, and privileges necessary to manage, conserve, preserve, and protect the Edwards Aquifer (Aquifer) and to increase the recharge of, and prevent the waste or pollution of water in, the Aquifer; and

WHEREAS, under Section 1.11(d)(2) of the Act, the EAA may enter into contracts; and

WHEREAS, the EAA Board of Directors (Board) approved this Contract on June 13, 2023, and authorized the EAA General Manager to execute the Contract; and

WHEREAS, the Contractor is a qualified and reliable laboratory which will provide the necessary services as described in Exhibit A; and

WHEREAS, it is in the public interest that the EAA enter into this Contract.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual promises and agreements set forth in this Contract, the sufficiency of which is hereby acknowledged, the EAA and the Contractor agree as follows:

ARTICLE I – TERM; DESCRIPTION OF WORK

Section 1.1. Term. This Contract is effective and commences on June 14, 2023 (Effective Date) and terminates on May 31, 2024 (Expiration Date).

Section 1.2. Services. Subject to the terms and conditions of this Contract, the EAA engages the Contractor to perform, for the benefit of the EAA, the work set forth and described in this Contract and in the following documents (Services): (1) the Scope of Work, which is attached hereto as Exhibit A; (2) the Unit Rates for Sampling Costs, which is attached hereto as Exhibit B; and (3) the Specifications for Electronic Data Delivery, which is attached hereto as Exhibit C. The Contractor accepts such engagement and agrees to devote its best efforts and abilities, and furnish all necessary labor, machinery, equipment, tools, and transportation necessary in furtherance thereof.

Section 1.3. Commencement and Completion of Services. The Contractor will commence performing the Services immediately upon the date of receipt of the written notice to proceed issued by the EAA's General Manager. All Services will be completed and delivered to the EAA by the Expiration Date and shall be completed in compliance with the schedules, budgets, descriptions and specifications contained herein and, in the Exhibits, attached hereto. It shall be the Contractor's responsibility to ensure that the completion times for the Services are met. At the sole option of the EAA, this Contract may be renewed and extended for up to four (4) additional periods of one year each, with such election made by the EAA giving the Contractor written notice to renew and extend this Contract prior to the end of the then Contract period. Time is of the essence in the performance of this Contract.

ARTICLE II – AMENDMENTS

Section 2.1. This Contract may be amended only by written agreement of the Parties.

Section 2.2. Amendments by the General Manager. The Board delegates the authority to the General Manager to enter into amendments to this Contract without further authorization by the Board consistent with the General Manager's authority to enter into contracts under Section 5.01 of the EAA's Bylaws.

ARTICLE III – COMPENSATION

Section 3.1. Fees and Expenses. The EAA agrees to pay the Contractor for the Services rendered in accordance with the Scope of Work, Unit Rates for Sampling Costs, and Specifications for Electronic Data Delivery, but in no event shall payments to the Contractor exceed \$230,000. The Contractor may not exceed this amount and will be responsible for the payment of all of its

other additional costs and expenses. The Contractor is not authorized to expend any additional funds in excess of this amount without the prior written approval from the EAA. The EAA will not be held accountable for any unauthorized work performed or funds expended by the Contractor in providing the Services.

Section 3.2. Payment. All “invoice packets” from the Contractor to the EAA for the Services may be submitted upon completion of any sample delivery group, and shall provide an itemization of the Services rendered, costs and expenses incurred during the billing cycle. Documentation in the invoice packet must be sufficiently itemized and detailed and include invoices and/or receipts for all purchases and expenses (summary credit card charge receipts are not acceptable), which allows the EAA to clearly discern purchases made. Purchases and expenses documented with lost receipt forms are not eligible for reimbursement. Receipts without purchase details or that are not legible are not acceptable at any time. Alcohol purchases will NOT be reimbursed under any circumstances. Mileage will be reimbursed at the current IRS approved rate, if submitted. The monthly invoice packet will be submitted electronically in Adobe Acrobat (pdf) format via email to the Senior Geoscientist at gluevano@edwardsaquifer.org and accounting@edwardsaquifer.org. The terms of each invoice shall be net thirty (30) days upon EAA receipt and approval of that invoice.

ARTICLE IV – INDEPENDENT CONTRACTOR

Section 4.1. No Employment Relationship. The Parties understand and agree that this Contract does not create a fiduciary relationship between them, that they are separate entities, that the Contractor is an independent contractor with respect to the performance of the Services and is not subject to the direct or continuous control or supervision of the EAA, and that nothing in this Contract is intended to make either Party a subsidiary, joint venturer, partner, employee, agent, servant or representative of the other Party for any purpose whatsoever. The Contractor shall provide any and all equipment, materials and personnel necessary for the performance of the Services. The EAA shall have no right of direction or control of the Contractor, or its employees, agents, or subcontractors, except in the results to be obtained, and in a general right to order the performance of the Services to start or stop as agreed to herein, to inspect the progress of the Services, and to receive reports. The Contractor shall accommodate reasonable requests from the EAA to allow EAA employees, agents or representatives to accompany and observe Contractor personnel, agents, and subcontractors in carrying out the Services.

ARTICLE V – CONTRACTOR PERSONNEL AND SUBCONTRACTORS

Section 5.1. Personnel. The Contractor will provide any and all personnel necessary for its performance of the Services. The Contractor will be responsible for its employees and agents in all respects, including, without limitation, their compliance with applicable laws and their safety, including without limitation, all Occupational Safety and Health Administration (OSHA) standards, requirements, and regulations. The Contractor indemnifies and holds harmless the EAA, and its directors, officers, employees, and agents, from and against any claims brought by any employee, subcontractor or other agent of the Contractor relating in any way to the Services.

Section 5.2. Subcontractors. In performing the Services, the Contractor may retain and utilize as its subcontractors, those individuals identified to and approved in writing by the EAA. The EAA, in consultation with the Contractor, shall have the right to terminate, limit, or alter, at any time, the participation of any approved subcontractor utilized by the Contractor. No additional subcontractors may be retained by the Contractor to perform any Services without the prior written consent of the EAA. The Contractor will be responsible for its subcontractors in all respects, including their compliance with applicable laws and their safety, including without limitation, all OSHA standards, requirements, and regulations.

ARTICLE VI – TERMINATION

Section 6.1. Termination. The EAA may terminate this Contract at any time, including at the expiration of each budget or payment period during the term of this Contract, with or without cause, upon ten (10) days' prior written notice to the Contractor. Upon receipt of such termination notice, the Contractor shall immediately stop all work in progress, including all work performed by its employees, agents, or subcontractors. Insofar as possible, all work in progress will be brought to a logical termination point. Within thirty (30) days of the final invoice following termination, the EAA shall pay the Contractor all moneys then due and owing for the Services rendered, costs and expenses reasonably incurred up to the time of termination.

ARTICLE VII – OWNERSHIP OF MATERIALS

Section 7.1. Notwithstanding any provision of this Contract to the contrary, the Contractor hereby acknowledges and agrees that any and all inventions, discoveries, trade secrets, know-how, improvements, methods, systems, software programs, practices, procedures and processes, and proprietary materials, whether or not patentable or copyrightable, including but not limited to, structural and functional information and other data repository, formulations and techniques (Technology) owned or controlled by Contractor as of the date of this Agreement, each as modified, improved or updated by Contractor (collectively "Contractor Background Technology") and any Technology that is developed, conceived or reduced to practice during the Term by Representatives of Contractor in the performance of the Services and that (i) is within the scope of the Contractor Background Technology; (ii) does not incorporate or rely on the confidential information or materials of EAA; and (iii) is not specified as a deliverable to EAA (collectively "Contractor Developed Technology"), shall vest in, be the property of, and shall be owned solely and exclusively by, Contractor. EAA shall be allowed to use Contractor Background Technology and Contractor Developed Technology, at no cost for EAA, to the extent it is incorporated into deliverables or work product and such use is necessary for EAA's exploitation thereof.

Section 7.2. Delivery of Documents upon Termination. Upon expiration or termination of this Contract under Sections 1.1 or 6.1, the Contractor will promptly deliver to the EAA all information, documents, property and materials not already in the possession of the EAA.

Section 7.3. Nondisclosure of Documents. The information, documents, property, or materials produced, created or supplied under this Contract by the Contractor, including preliminary technical reports and studies, shall not be disclosed by the Contractor to any third party without the prior written consent of the EAA. The Contractor shall immediately advise the EAA

of any requests for any such information, document, property, or materials by a third party. The unauthorized disclosure of such information, documents, property, or materials in violation of this section shall, in the sole judgment of the EAA, constitute a breach of this Contract and shall be subject to all applicable remedies at law or equity. Contractor shall not be prevented, however, from using or disclosing information: (i) which is or becomes published or otherwise publicly available through no breach of this Agreement; (ii) which is already known to Contractor at the time of disclosure by the EAA as evidenced in writing; (iii) which Contractor later lawfully learns from some source other than directly or indirectly from the EAA; or (iv) which is required by law, provided that Contractor shall provide notice of such request to the EAA prior to any disclosure except where prohibited by law.

Section 7.4. Record Copies. The Contractor shall retain a record copy of all information, documents, property, or materials developed in the course of performing the Services. Upon request of the EAA, such information, documents, property, or materials will be promptly supplied to the EAA, including after the Expiration Date or the termination of this Contract under Section 6.1. The EAA will reimburse the Contractor for the actual cost of time and expenses of reproduction of such materials when requested.

ARTICLE VIII – NON-PERFORMANCE

Section 8.1. The Contractor warrants that it will perform all Services in a good and workmanlike manner, strictly in accordance with the standards of the Contractor's profession, the Scope of Work, and as otherwise provided in this Contract and the Exhibits hereto. The Contractor's failure to timely perform the Services as warranted and agreed shall constitute a breach of this Contract and shall be subject to all applicable remedies at law or equity. Judgment of nonperformance shall rest solely with the EAA.

ARTICLE IX – LIQUIDATED DAMAGES

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ARTICLE X – BOND COVERAGE

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ARTICLE XI – INSURANCE

Section 11.1. Insurance Coverages. During the term of this Contract, the Contractor shall obtain and maintain in effect, at Contractor's expense, appropriate insurance policies protecting the Contractor and the EAA, and their respective directors, officers, employees, and agents, against any loss, liability, personal injury, death, property damage or any expense arising out of the performance of the Services, including, without limitation: (1) worker's compensation insurance in compliance with applicable state law; (2) comprehensive general liability insurance, insuring against property damage, personal injury and death, in an amount of no less than \$1,000,000.00 per occurrence; (3) automobile liability insurance in an amount no less than \$1,000,000.00; (4) umbrella liability insurance in an amount of no less than \$1,000,000.00. Said insurance policies

shall be with insurance carriers licensed to do business in Texas. The Contractor shall be responsible for requiring that its subcontractors carry and maintain adequate insurance coverage and shall promptly provide written evidence of such to the EAA.

Section 11.2. Additional Insureds. The Contractor shall name the EAA and its directors, officers, employees, and agents as “additional insureds” on all of the insurance policies specified in Subsection 11.1 above, or with respect to the worker’s compensation insurance, contain waivers of subrogation by Contractor and the insurance carrier in favor of the EAA. Not later than the date of receipt of the written notice to proceed under Section 1.3, the Contractor must provide the EAA with certificates of insurance to be issued directly to the EAA by the Contractor’s insurance agent, identifying the specified coverage. The Contractor, through its agent of record, shall notify the EAA of any changes in coverages within thirty (30) days prior to any effective date of change.

Section 11.3. No limitations. Contractor’s obligation to obtain and maintain the foregoing policy or policies in the amounts specified shall not be limited in any way by reason of any insurance which may be maintained by the EAA, nor shall Contractor’s performance of this obligation relieve it of liability under the indemnity provisions set forth in Section 12.2.

ARTICLE XII – ASSUMPTION OF RISK AND INDEMNIFICATION

Section 12.1. Risk. The Contractor shall assume all risks associated with the Contractor’s or its subcontractor’s performance under this Contract and shall waive any claim against the EAA and its directors, officers, employees, and agents for damages arising out of the performance of the Services.

Section 12.2. Indemnification. The Contractor shall defend, indemnify and hold harmless the EAA, and its directors, officers, employees, and agents from any and all damages, loss, or liability of any kind whatsoever, including the costs and attorney’s fees of litigation or any other proceeding arising from: (a) contracts or any other arrangements between the Contractor and any third parties entered into to perform the Services; (b) any claims brought by any person relating to this Contract or the Services; or (c) the quality or the performance of the Services. Contractor’s duty to indemnify, defend and hold harmless shall not apply to the extent the injury, loss or damage resulted from the negligent acts or omissions the Indemnitees. Contractor’s liability for any and all causes of action arising hereunder, whether based in contract, tort, warranty, negligence or otherwise, shall be limited to the lesser amount of compensation for the services performed or \$100,000. All claims, including those for negligence, shall be deemed waived unless suit thereon is filed within one year after Contractor’s completion of the services. Under no circumstances, whether arising in contract, tort (including negligence), or otherwise, shall Contractor be responsible for loss of use, loss of profits, or for any special, indirect, incidental or consequential damages occasioned by the services performed or by application or use of the reports prepared.

ARTICLE XIII – NOTICES

Section 13.1. Notices to the EAA. All notices or communications under this Contract to be mailed or delivered to the EAA shall be in writing and shall be sent to the EAA’s principal place of business as follows, unless and until the Contractor is otherwise notified:

EDWARDS AQUIFER AUTHORITY
ATTENTION: Shelly Hendrix, Controller/Sr. Director of Finance
900 E. Quincy Street
San Antonio, Texas 78215
shendrix@edwardsaquifer.org

Section 13.2. Notices to the Contractor. All notices or communications under this Contract to be mailed or delivered to the Contractor shall be in writing and shall be sent to the address of the Contractor as follows, unless and until the EAA is otherwise notified:

EUROFINS ENVIRONMENT TESTING SOUTH CENTRAL, LLC
ATTENTION: Christina Godines, Laboratory Director
1733 North Padre Island Drive
Corpus Christi, Texas 78408
christina.godines@et.eurofinsus.com

Section 13.3. Effective Date of Notice. Any notices or communications required to be given in writing by one Party to the other shall be considered as having been given to the addressee on the date the notice of communication is posted by the sending Party. Electronic notices shall be deemed delivered as of the stamp date generated by the receiving Party's system.

ARTICLE XIV – MISCELLANEOUS

Section 14.1. Entire Agreement. This Contract and the attached Exhibits constitute the entire agreement between the Parties regarding the Services to be performed by the Contractor and there are no representations, warranties, agreements or commitments between the Parties except as set forth herein. Unless otherwise authorized herein, no amendments or additions to this Contract shall be binding on the Parties unless in writing and signed by the Parties.

Section 14.2. Non-Waiver. No delay or failure by either Party to exercise any right under this Contract, nor any partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

Section 14.3. Headings. Headings in this Contract are for convenience only and shall not be used to interpret or construe its provisions.

Section 14.4. Governing Law. This Contract shall be deemed to have been executed and performed in the State of Texas and shall be construed in accordance with and governed by the laws of the State of Texas. Venue for any disputes or claims arising from this Contract shall be exclusively in the proper courts in Bexar County, Texas.

Section 14.5. Counterparts. This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Section 14.6. Binding Effect. The provisions of this Contract shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns; provided, however, that the Contractor may not assign any of its rights nor delegate any of its duties hereunder without the EAA's prior written consent.

Section 14.7. Validity. The invalidity of any provision or provisions of this Contract shall not affect any other provision of this Contract, which shall remain in full force and effect, nor shall the invalidity of a portion of any provision of this Contract affect the balance of such provision.

Section 14.8. Non-Waiver of Immunity. Nothing in this Contract is intended as any waiver by the EAA of any immunity from suit to which it is entitled under Texas law.

Section 14.9. Survival. Termination of this Contract for breach shall not constitute a waiver of any rights or remedies available at law or in equity to a Party to redress such breach. All remedies, either under this Contract or at law or in equity or otherwise available to a Party, are cumulative and not alternative and may be exercised or pursued separately or collectively in any order, sequence or combination. In addition to these provisions, applicable provisions of this Contract shall survive any termination of this Contract.

Section 14.10. Attachments. The Exhibits, schedules and/or other documents attached, referred to in this Contract, are incorporated in and made a part of this Contract for all purposes. As used herein, the expression "Contract" means the body of this Contract and such Exhibits, schedules and/or other documents attached, and the expressions "herein," "hereof," and "hereunder" and other words of similar import refer to this Contract and such exhibits, schedules and/or other documents as a whole and not to any particular part or subdivision thereof.

Section 14.11. Costs. If any legal action, or any other proceeding is brought by a Party for the enforcement of this Contract or because of an alleged breach or default of this Contract, the prevailing Party shall be entitled to recover reasonable costs incurred, including but not limited to, the attorney's fees arising from such action or proceeding in addition to any other relief to which the prevailing Party may be entitled.

Section 14.12. Authority to Contract. Each Party represents and warrants for the benefit of the other Party that: (1) it has the legal authority to enter into this Contract; (2) this Contract has been duly approved and executed; (3) no other authorizations or approvals are or will be necessary in order to approve this Contract and to enable that Party to enter into and comply with the terms and conditions of this Contract; (4) the person executing this Contract on behalf of each Party has the authority to bind that Party; and (5) the Party is empowered by law to execute any other agreement or documents and to give such other approvals, in writing or otherwise, as are or may hereafter be required to implement and comply with this Contract.

Section 14.13. Officers or Agents. No officer or agent of the Parties is authorized to waive or modify any provision of this Contract. No amendment to or rescission of this Contract may be made except by a written document signed by the Parties' authorized representatives.

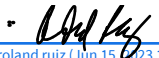
Section 14.14. Texas Government Code Requirement. Pursuant to the provisions of Texas Government Code § 2271.002, the Contractor hereby certifies to the EAA that Contractor, including its parent, subsidiary and affiliated companies, (1) does not boycott Israel, and (2) will not boycott Israel during the term of this contract. The term “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Failure to comply with this certification shall be considered a breach of this Contract by the Contractor.


Section 14.15. Contract as Offer. Time is of the essence in this Contract and the EAA requires strict compliance with the times for performance set forth herein. The delivery of this Contract by the EAA to the Contractor constitutes an offer to pay the Contractor, pursuant to the terms and conditions of this Contract, for the Services rendered hereunder. Unless the Contractor signs and returns this Contract to the EAA, in accordance with Article XIII above and within 15 days from the date the EAA delivers this Contract to the Contractor, the offer will lapse and become null and void.

IN WITNESS WHEREOF, this Contract is executed as of the day and date first written above, in Section 1.1.

EDWARDS AQUIFER AUTHORITY

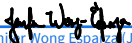
EUROFINS ENVIRONMENT TESTING
SOUTH CENTRAL, LLC

By: 
roland.ruiz (Jun 15, 2023 10:04 CDT)
Roland Ruiz
General Manager

By: 
Alex Montoya
Senior Vice President SC/SE

ATTEST:

ATTEST:

By: 
Jennifer Wong-Esparza (Jun 15, 2023 10:08 CDT)
Jennifer Wong-Esparza
Assistant to the Board Secretary

By: Christina M. Godines
Christina M. Godines (Jun 15, 2023 12:12 CDT)
Christina Godines
Laboratory Director – Eurofins Environmental
Testing South Central – Corpus Christi

APPROVED AS TO FORM:

Darcy Alan Frownfelter
Darcy Alan Frownfelter (Jun 15, 2023 09:34 CDT)
Darcy Alan Frownfelter
General Counsel
Edwards Aquifer Authority

EXHIBIT A SCOPE OF WORK

Background

The EAA undertakes many data collection and analytical programs to characterize the quality of the Edwards Aquifer (Aquifer) water. Objectives of the programs include characterizing groundwater and surface water quality, identifying groundwater flowpaths, and monitoring habitat for indigenous species. The analytical results are used to support scientifically sound decisions to benefit Aquifer users and to preserve the ecosystem supported by the Aquifer.

Approximately 90% of the water samples will contain less than 500 milligrams per liter (mg/L) total dissolved solids (TDS) from surface water and well water, while approximately 10% of all water samples will be from monitoring wells completed in the saline water zone of the Edwards Aquifer or the Trinity Aquifer where TDS concentrations are as high as 20,000 mg/L. The EAA will notify the Contractor in advance of submitting any high TDS samples. Concentrations of organic compounds are expected to be less than 1 mg/L.

The Contractor must achieve reporting limits for all potable water samples (i.e., less than 500 mg/L TDS) at least one order of magnitude below the Federal National Primary Drinking Water Regulations (NPDWRs or primary standards), also known as the Maximum Contaminant Levels (MCLs). The Contractor will encompass multiple methods for many analytes in order to achieve sufficiently low reporting limits. For example, thallium and antimony may have to be analyzed by graphite furnace, while most other metals may be analyzed by inductively coupled plasma to achieve the desired reporting limits.

These specifications describe the requirements for analytical services for the EAA sampling programs. The EAA plans to submit 150 to 200 water samples for various parameters each year. The EAA reserves the right to determine the exact number of samples analyzed. The EAA will typically submit up to nine water samples for each day of field work.

The Contractor shall:

1. Provide appropriate sample containers to the EAA for sample collection. The Contractor shall provide trip blank vials with analyte-free (reagent grade) water and all coolers and packaging material to properly transport/ship the samples.
2. Furnish all sample containers with appropriate preservatives (e.g., HNO₃ for dissolved metals analysis).
3. Deliver sample containers and coolers within 72 hours upon request by EAA staff.
4. Include the cost of shipping samples overnight from the EAA office in San Antonio (or other local drop-off point) to the Contractor.

5. Analyze samples for all specified constituents and parameters specified in the Chain-of-Custody (COC).
6. Transmit analytical results to the EAA within 24 hours, 7 days, or 21 days from the date the sample is received by the Contractor, depending on EAA instructions. The EAA may request results within 24 hours after sample receipt under emergency circumstances. In those cases, the results may be delivered via fax or email followed by the formal report within 21 days of sample receipt. Requests for 24-hour turn-around time are not common and may be anticipated to occur for less than five percent (5%) of the annual sample set.
7. Transmit the electronic data deliverable (EDD) according to the specifications in Exhibit C within 21 days of sample receipt.

Analytical Parameters and Quantitation Limits

The EAA will compare all results to the NPDWRs or primary standards, or MCLs. Consequently, the Contractor shall use analytical methods with reporting limits at least one order of magnitude below the NPDWRs. The method detection limit (MDL) will be less than the reporting limit (RL). The Contractor shall submit Target Analyte lists for water for the methods listed in Exhibit B, along with their reporting limits and MDLs. The Contractor shall report all analytes detected above the MDL and flagged appropriately. Any proposed changes to analytical methods require prior written approval from the EAA.

The Contractor will utilize data flags as appropriate for all sample results. At a minimum, for detections between the RL and MDL, detection of analyte in laboratory blank samples, and for analyte results outside of method control limits. Other flags are to be used as appropriate.

Unachievable Quantitation Limits. In general, water samples submitted by the EAA contain no matrix interference. However, the Contractor shall report to the EAA before the holding time expires if the reporting limit will exceed the NPDWRs.

Analytes Exceeding Calibration Range. In most cases, the MDLs of analytes are reported at the initial screening level. However, if any analytes require dilution prior to analysis, the samples shall be diluted only after following the appropriate, analyte-specific cleanup procedures. Analytes requiring dilution shall then be reanalyzed and reported at their respective values. This shall require two separate laboratory screenings.

Tentatively Identified Compounds. The Contractor shall report the analytical results for each Tentatively Identified Compound (TIC). The analytical results of the largest peaks, which are not target compounds listed in Tables A2-1 through A2-10, system monitoring compounds, internal standards, and which have an area or height greater than 40% of the area or height of the nearest internal standard, shall be reported. For medium to high concentration water analyses, the search can be limited to the National Institute of Standards and Technology (NIST) library. The mass spectra search must include the NIST/EPA/National Institutes of Health (NIH) and/or Wiley mass spectral library for low concentration water analyses. TICs are rarely detected in Edwards Aquifer samples.

Quality Control Requirements - Laboratory Data Package

The Contractor shall provide a data package with analytical results within the required business day (BD) turn-around time (TAT) from sample receipt (15 days). Laboratory data packages shall be addressed to the EAA Point of Contact (POC) identified below, unless otherwise specified. The laboratory data package shall include the following:

- Case narrative/discrepancy report that describes any data discrepancies including, but not limited to, missed holding times and estimated values of analytes
- Analytical reports
- Summary of Quality Control (QC) checks and samples (blanks, duplicates, spikes, Matrix Spike/Matrix Spike Duplicate samples, laboratory control samples, initial and continuing calibration data, and internal standards)
- Quality Assurance (QA) references and notes
- Cation/anion balance calculated in milliequivalents per liter when the general minerals suite was analyzed
- Electronic data deliverable (see Exhibit C)
- A copy of the COCs from which the sample files were constructed
- Other pertinent information regarding the quality or reliability of the results

Chain of Custody

The Contractor shall return COC information and a Letter of Receipt (LOR) via email to the EAA POC designated below within three (3) days of sample receipt. If the Contractor encounters any questions upon sample receipt (e.g., analytical requirements are not clearly defined in the COC information or a discrepancy exists between the samples and the COC), the Contractor shall immediately notify the EAA POC by telephone to resolve the question. In consideration of the need for prompt response from the EAA on laboratory questions, the Contractor shall also attempt to contact the alternate POC below if the primary POC is not immediately available.

Electronic Data Reporting Requirements

The Contractor shall submit electronic data in the format which is described in detail in Exhibit C via email or the internet. The electronic data deliverable shall be labeled with the laboratory job number or other unique number. The Contractor shall describe the method of delivering electronic data in the bid.

Waste Disposal

Wastes and unused sample portions generated by the Contractor, including but not limited to discarded chemicals, extracts, contaminated equipment or clothing, and subsamples shall not be returned to the EAA. The Contractor is responsible for properly disposing of all wastes and unused sample portions in accordance with applicable federal, state, and local laws without any additional cost to the EAA.

Lost Data

If the Contractor is unable to analyze samples through no fault of the EAA or the results fail the Contractor's QC system, the Contractor shall reanalyze replacement samples at no cost to the EAA.

EAA's Point of Contact

The EAA's primary POC for all technical matters will be Ms. Gizelle Luevano, Ed.D., P.G. c/o

900 E. Quincy Street
San Antonio, Texas 78215
Phone: (210) 222-2204
Fax: (210) 222-9869
gluevano@edwardsaquifer.org

The alternate POC is Mr. Paul Bertetti c/o

900 E. Quincy Street
San Antonio, Texas 78215
Phone: (210) 222-2204
Fax: (210) 222-9869
pbertetti@edwardsaquifer.org

EXHIBIT B
UNIT RATES FOR SAMPLING COSTS

Analyte or Analyte Group	Proposed Method	Standard Unit Cost (time and cost)	Rush Unit Cost (time and standard cost mark-up %)
Major Cations (e.g., SW6010/6020) (see note 1)	EPA 200.7/200.8/SW-846 6010/6020	15 BD TAT Individual metals by ICP or ICP/MS (add dig chg.) Metals Digestion Fee \$10.00	5 BD TAT = 10% 4 BD TAT = 25% 3 BD TAT = 50% 2 BD TAT = 75% 1 BD TAT = 100% Same Day TAT = 200%
Calcium	EPA 200.7/200.8/SW-846 6010/6020	\$10.00	
Magnesium	EPA 200.7/200.8/SW-846 6010/6020	\$10.00	
Sodium	EPA 200.7/200.8/SW-846 6010/6020	\$10.00	
Potassium	EPA 200.7/200.8/SW-846 6010/6020	\$10.00	
Note 1: The composition of most EAA groundwater samples is predominantly Ca-HCO ₃ . The proposed method should be able to quantify calcium consistently and accurately. ICP-AES or ICP-MS is acceptable.			
Major Anions (e.g., EPA300) (see note 2)	EPA 300/SW-846 9056	15 BD TAT Bromide, Chloride, Fluoride, & Sulfate (Ion Chromatography) \$100.00	5 BD TAT = 10% 4 BD TAT = 25% 3 BD TAT = 50% 2 BD TAT = 75% 1 BD TAT = 100% Same Day TAT = 200%
Bromide	EPA 300/SW-846 9056	\$25.00	
Chloride	EPA 300/SW-846 9056	\$25.00	
Nitrate (as N)	EPA 353.2/SW-846 9056/EPA 300	\$30.00	
Sulfate	EPA 300/SW-846 9056	\$ 25.00	
Fluoride	EPA 300/SW-846 9056	\$ 25.00	
Note 2: Multiple/separate methods (e.g., fluoride and nitrate) are acceptable.			

Analyte or Analyte Group	Proposed Method	Standard Unit Cost (time and cost)	Rush Unit Cost (time and standard cost mark-up %)
Metals and trace elements (e.g., SW6020) (see note 3)	EPA SW-846 6020	15 BD TAT Individual metals by ICP/MS (add dig chg.) Metals Digestion Fee \$10.00	5 BD TAT = 10% 4 BD TAT = 25% 3 BD TAT = 50% 2 BD TAT = 75% 1 BD TAT = 100% Same Day TAT = 200%
Silver	EPA SW-846 6020	\$ 10.00	
Aluminum	EPA SW-846 6020	\$ 10.00	
Arsenic	EPA SW-846 6020	\$ 10.00	
Boron	EPA SW-846 6020	\$ 10.00	
Barium	EPA SW-846 6020	\$ 10.00	
Beryllium	EPA SW-846 6020	\$ 10.00	
Boron	EPA SW-846 6020	\$ 10.00	
Cadmium	EPA SW-846 6020	\$ 10.00	
Chromium (total)	EPA SW-846 6020	\$ 10.00	
Copper	EPA SW-846 6020	\$ 10.00	
Iron	EPA SW-846 6020	\$ 10.00	
Manganese	EPA SW-846 6020	\$ 10.00	
Nickel	EPA SW-846 6020	\$ 10.00	
Lead	EPA SW-846 6020	\$ 10.00	
Selenium	EPA SW-846 6020	\$ 10.00	
Antimony	EPA SW-846 6020	\$ 10.00	
Strontium	EPA SW-846 6020	\$ 10.00	
Thallium	EPA SW-846 6020	\$ 10.00	
Uranium	EPA SW-846 6020	\$ 10.00	
Vanadium	EPA SW-846 6020	\$ 10.00	
Zinc	EPA SW-846 6020	\$ 10.00	
Silicon or Silica (specify)	EPA SW-846 6020	\$ 10.00	
Mercury	7470A	\$ 25.00	
Note 3: EAA’s preferred proposed method for each element would provide best/lowest detection and quantitation limits.			

Analyte or Analyte Group	Proposed Method	Standard Unit Cost (time and cost)	Rush Unit Cost (time and standard cost mark-up %)
Physicochemical Parameters (see note 4)		15 BD TAT	Not Applicable
pH	EPA 9040	\$15.00	
Temperature	EPA 170.1/SM4500-H	\$ 5.00	
Specific Conductivity	SM 2510B	\$ 15.00	
Total Dissolved Solids	SM 2540C	\$ 25.00	
Total Suspended Solids	SM 2540D	\$ 25.00	
Total Alkalinity as CaCO_{3}	SM 2320B	\$ 35.00	
Note 4: EAA acknowledges that hold times for pH and temperature will not be met, but these values can be used for follow-up QA/QC of samples. Total alkalinity analyses and reporting should include all forms (e.g., carbonate, bicarbonate, etc.) of alkalinity in addition to the total value.			
Nutrients		15 BD TAT	5 BD TAT = 10% 4 BD TAT = 25% 3 BD TAT = 50% 2 BD TAT = 75% 1 BD TAT = 100% Same Day TAT = 200%
Phosphorous	365.1	\$ 35.00	
Phosphate (as P)	365.1	\$ 35.00	
Orthophosphate (as P)	365.3	\$ 35.00	
Nitrite (as N)	353.2	\$30.00	
Nitrate and Nitrite (as N)	353.2	\$30.00	
Ammonia (as N)	350.1	\$30.00	
Kjeldahl nitrogen (as N)	351.2	\$35.00	
Biological Oxygen Demand	EPA 405.1/SM 5210B	\$35.00	
Other Analytes (see note 5)		15 BD TAT	5 BD TAT = 10% 4 BD TAT = 25% 3 BD TAT = 50% 2 BD TAT = 75% 1 BD TAT = 100% Same Day TAT = 200%
Sulfide	SM 4500 S2 D	\$25.00	
Cyanide	335.4	\$45.00	
Hexavalent Chromium	SM 3500 CR B	\$27.50	
Dissolved Inorganic Carbon	SM 5310B	\$35.00	not applicable
Dissolved Organic Carbon	SM 5310C	\$35.00	not applicable
Note 5: Hexavalent chromium analyzed using 218.6/218.7 or equivalent. Assume non-chlorinated samples.			
Volatile Organic Compounds (8260)	8260D	15 BD TAT	5 BD TAT = 10% 4 BD TAT = 25% 3 BD TAT = 50% 2 BD TAT = 75% 1 BD TAT = 100% Same Day TAT = 200%
		\$80.00	

Analyte or Analyte Group	Proposed Method	Standard Unit Cost (time and cost)	Rush Unit Cost (time and standard cost mark-up %)
Semivolatile Organic Compounds (8270)	8270E LL	15 BD TAT \$185.00	5 BD TAT = 10% 4 BD TAT = 25% 3 BD TAT = 50% 2 BD TAT = 75% 1 BD TAT = 100% Same Day TAT = 200%
Chlorinated Herbicides (8151)	8151A	15 BD TAT \$120.00	5 BD TAT = 10% 4 BD TAT = 25% 3 BD TAT = 50% 2 BD TAT = 75% 1 BD TAT = 100% Same Day TAT = 200%
Organochlorine Pesticides (8081)	8081B_LL	15 BD TAT \$100.00	not applicable
Organophosphorus compounds (8141)	15 BD TAT EPA 8141B	15 BD TAT \$160.00	not applicable
Polynuclear Aromatic Hydrocarbons (8270SIM)	8270D SIM	15 BD TAT \$90.00	not applicable
Per- and polyfluoroalkyl substances (PFAS) (see note 6)	537 IDA Per- and polyfluoroalkyl substances (PFAS) – TCEQ list	15 BD TAT \$ 250.00	\$500.00
Note 6: Isotope dilution method strongly preferred (537.1 modified, 533, or equivalent)			
Additional Costs		Standard Unit Cost	Rush Unit Cost
Sample Filtration	Filtration	\$12.00	not applicable
Safe and Environmentally Responsible Waste Management (per sample)		\$2.50	
Minimum Login Fee		\$125.00	

EXHIBIT C

SPECIFICATIONS FOR ELECTRONIC DATA DELIVERY

The EAA stores water quality data in a database saved on a cloud server through Aquatic Informatics. The Contractor shall submit all analytical and quality control (QC) results in an electronic data deliverable (EDD) in a csv format compatible with the Aquarius Samples import function.

This section presents the definition of the EDD format. EAA will provide the Contractor valid value lists (controlled vocabulary) that have been compiled over the last three years. The Contractor should include all the fields listed in the table below. However, the system has flexibility and can be modified, if necessary, with an agreement between the EAA and the Contractor. The files may be submitted to the EAA by email or via a web delivery process.

Introduction

The purpose of this document is to describe the requirements for submitting analytical data to the EAA in electronic format. The EDD should consist of a single spreadsheet in csv format. The format of this table is defined by Aquatic Informatics as an Observation template. The template consists of 37 pre-defined columns, which are required.

The EAA will provide Location IDs to the Contractor to include in the EDD. The Contractor must notify the EAA when new valid values (e.g., methods, lab locations, chemical names) are introduced in the analytical results.

Description of EDD

File Format

The EDD is prepared in an Excel spreadsheet saved as a csv file.

Data Integrity Rules

The ability to import lab results into the database is dependent on following exact formatting rules defined by Aquatic Informatics. Data integrity is maintained by the following rules:

- Location ID is defined by the EAA on sample bottle labels and the chain of custody. The format for these locations must be retained in the EDD.
- Nomenclature for Observed Property IDs will be defined by the EAA and formatting for these analytes must be retained.

Chemical names, especially for organic compounds, will be defined to the Contractor.

- Duplicate samples and reanalysis are defined with the tag ‘Replicate’ in the QC: Type column.
- There is a potential for EDD format changes to occur and the EAA may edit the EDD design as needed with the Contractor.
- Trip Blank and QC data can be omitted from the EDD file.

Null Format

Null data are represented by a blank cell in the Excel worksheet.

Table 1. Observation table format requirements

Column	Required/Optional	Data Type	Format	Description
Observation ID	N.A.			Leave blank
Location ID	Required	String		Defined by client, must retain exact format.
Observed Property ID	Required	String		Defined by client, must retain exact format.
Observed DateTime	Required	DateTime	MM/DD/YYYY hh:mm	
Analyzed DateTime	Required	DateTime	MM/DD/YYYY hh:mm	
Depth	N.A.			Leave blank
Depth Unit	N.A.			Leave blank
Data Classification	Required	Enum	‘LAB’	
Result Value	Required	String/Number		For detections only. Cell left blank for non-detects.
Result Unit	Required	String		
Source of Rounded Value	N.A.			Leave blank
Rounded Value	N.A.			Leave blank
Rounding Specification	N.A.			Leave blank
Result Status	Required	String	‘Preliminary’	
Result Grade	N.A.			Leave blank
Medium	Required	String	‘Groundwater’ ‘Surface Water’ ‘DI Water’	Each Location ID will fall under a Medium category.

Activity ID	N.A.				Leave blank
Activity Name	N.A.				Leave blank
Collection Method	N.A.				Leave blank
Field: Device ID	N.A.				Leave blank
Field: Device Type	N.A.				Leave blank
Field: Comment	N.A.				Leave blank
Lab: Specimen Name	Required	String	LabSampleID;Method		Method nomenclature defined by client.
Lab: Analysis Method	N.A.				Leave blank.
Lab: Detection Condition	Optional	String	Non-Detect		Fill cell with the word: 'Non-Detect' for less than val
Lab: Limit Type	N.A.				Leave blank
Lab: MDL	Optional	Number			Fill in cell if data is available.
Lab: MRL	Optional	Number			Fill in cell if data is available.
Lab: Quality Flag	Optional	String			Fill in cell if data is available.
Lab: Received DateTime	Required	DateTime	MM/DD/YYYY hh:mm		
Lab: Prepared DateTime	Optional	DateTime	MM/DD/YYYY hh:mm		Fill in cell if data is available.
Lab: Sample Fraction	Optional	Enum	'Dissolved' 'Total'		Fill in cell if data is available.
Lab: From Laboratory	N.A.				Leave blank
Lab: Sample ID	Required	String			Lab Sample ID defined in lab report format.
Lab: Dilution Factor	Optional	String			Fill in cell if data is available.
Lab: Comment	Optional	String			Fill in cell if data is available.
QC: Type	Optional	String	'Replicate' 'Blank'		Fill in cell if data is available.
QC: Source Sample ID	N.A.				Leave blank







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Final Audit Report

2023-06-15

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By:	Shelly Hendrix (shendrix@edwardsaquifer.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAB7SUs8BGFoqof2T6Jmrla2OxoEggyinP

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2023-06-14 - 5:12:17 PM GMT- IP address: 70.92.53.18
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Final Audit Report

2023-06-15

Created:	2023-06-15
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Transaction ID:	CBJCHBCAABADn-qSPhvWdF_N6QVOMMwzeOna478mpgK

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