



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

Robert R. Scott, Commissioner



December 12, 2018

His Excellency, Governor Christopher T. Sununu
And the Honorable Council
State House
Concord, New Hampshire 03301

DEC28'18 PM12:09 DAS

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to enter into a contract with Weck Analytical Environmental Services, Inc. (VC# 298353) of City of Industry, California in the total amount of \$220,000, to provide sampling containers and laboratory analytical services, effective upon Governor and Council approval through June 30, 2020. Funding is 100% Drinking Water and Groundwater Trust Fund.

Funding is available in the account listed below with the authority to adjust encumbrances in each of the state fiscal years through the Budget Office if needed and justified. Funding for FY 2020 is contingent upon the availability and continued appropriation of funds.

Account Name and Number 03-44-44	FY 2019	FY 2020	Total
Drinking Water and Groundwater Trust Fund 442010-3904-102-500731 Contracts for Program Services	\$200,000	\$20,000	\$220,000

EXPLANATION

This contract is to provide sampling containers and analytical services to evaluate the presence of pesticides in groundwater and drinking water sources in New Hampshire communities.

The Drinking Water and Groundwater Trust Fund, established under RSA 485-F, is intended to provide for the protection, preservation, and enhancement of the drinking water and groundwater resources of the state. This work will include a statewide drinking water quality sampling program to better understand the distribution many different naturally occurring and man-made contaminants, including pesticides. The New Hampshire Drinking Water and Groundwater Advisory Commission authorized the statewide water quality sampling program at its meeting on November 2, 2017.

This contract is necessary to address the enabling legislation for the Trust Fund that charges DES, in part, to "measure levels of contamination statewide . . ." Work performed under this contract will provide vital information to DES in prioritizing its work to protect the more than 60% of citizens who rely on groundwater as their primary drinking water source.

www.des.nh.gov

PO Box 95, 29 Hazen Drive, Concord, NH 03302-0095

Telephone: (603) 271-7174 Fax: (603) 271-2181 TDD Access: Relay NH 1-800-735-2964

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Four laboratory contracts are necessary to address the anticipated volume of analytical work and complex nature of the analyses requested. Three additional contracts for analytical services were previously submitted, and subsequently approved under separate cover. The three previous contracts addressed analytical needs for 9 different groups of analyses. This fourth contract was part of a separate bid process and is needed for the analysis of pesticides in water samples.

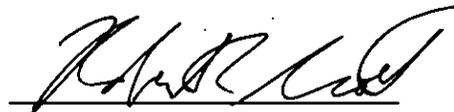
DES issued a Request for Bids on September 26, 2018, that included a requirement for submission of a qualifications package with each bid. The Request for Bids was posted on the Department of Administrative Services Purchase and Property website and was mailed out to 78 laboratories known to provide analytical services in New Hampshire.

Weck Analytical Environmental Services, Inc. was the only laboratory that responded to the bid request. The single submittal was likely due to the extended list of pesticide analytes and associated low reporting limits in the bid request. The bid package was reviewed by DES staff to ensure completeness and the bidder's qualifications to provide the required services.

Weck Analytical Environmental Services, Inc. holds the requisite accreditations and has demonstrated that it has the staffing and laboratory capabilities to perform the analyses in accordance with the specifications set forth by DES.

The contract has been approved by the Department of Justice as to form, substance, and execution.

We respectfully request your approval.

A handwritten signature in black ink, appearing to read "Robert R. Scott", is written over a horizontal line.

Robert R. Scott, Commissioner

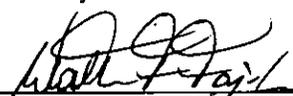
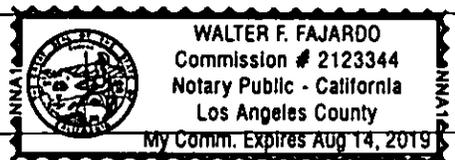
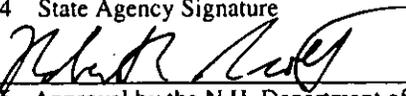
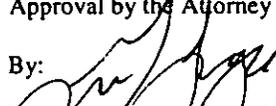
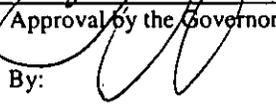
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, PO Box 95, Concord NH 03302-0095	
1.3 Contractor Name Weck Analytical Environmental Services, Inc.		1.4 Contractor Address 14859 Clark Avenue, City of Industry CA 91745-1396	
1.5 Contractor Phone Number 626-336-2139	1.6 Account Number 03-44-44-444010-3904-102	1.7 Completion Date June 30, 2020	1.8 Price Limitation \$220,000
1.9 Contracting Officer for State Agency Brandon Kernan, Hydrogeologist V		1.10 State Agency Telephone Number 603-271-0660	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Alfredo E. Pierrri, President / CEO	
1.13 Acknowledgement: State of <u>CALIFORNIA</u> County of <u>Los Angeles</u> On <u>11/28/2018</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace <u>WALTER F. FAJARDO.</u>			
1.14 State Agency Signature  Date: <u>12-13-18</u>		1.15 Name and Title of State Agency Signatory <u>Robert R. Scott, Commissioner</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>12/21/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By:  On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials AD
Date 11/28/16

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials AD
Date 11/28/18

EXHIBIT A

SCOPE OF SERVICES

The scope of services to be provided to the New Hampshire Department of Environmental Services (NHDES) by Weck Analytical Environmental Services, Inc. (Contractor) through this contract shall include the following:

Sample Receiving and Return of Coolers and Supplies:

1. Contractor shall be responsible for receiving samples from shipment or delivery services and coordinating sample receiving/login following normal chain of custody procedures.
2. Contractor shall be responsible for providing the appropriate sample collection bottle(s) and labels for samples.
3. Contractor shall be responsible for providing sample shipping containers with ice packs to ensure sample integrity.
4. Contractor shall provide all necessary materials, including sample containers, coolers, preservatives, sample container labels, chain of custody forms, field blanks, and trip blanks for collecting the samples. The containers shall be clean and conform to EPA quality control requirements and procedures, including preservation in accordance with the applicable methodology. When requesting sampling equipment, NHDES will specify the number of trip blanks and field blanks required. Field and trip blanks are billable as samples.
5. Contractor shall be responsible for the return shipping costs of sample containers with certified clean pesticide grade bottles to designated locations in New Hampshire.
6. Contractor shall accept chain of custody forms that are developed by NHDES, and follow industry standard chain of custody procedures.
7. Contractor shall provide Federal Express standard overnight shipping labels for return of samples. Labels shall be prepopulated with the address and corporate account number.

As-needed Consultation:

8. Contractor shall provide as-needed consultation on collection methods and interpretation of reports at no additional cost to NHDES.

Water Sample Pesticide Extraction and Analysis:

9. Contractor shall perform extraction of water samples for the target pesticides and breakdown products listed in Section A as necessary.
10. Contractor shall perform chemical analysis, in accordance with the requirements and acceptable analytical methodologies for extracted water samples, for the target pesticides and breakdown products listed in Section A.
11. The method holding time for sample analysis is as follows:
 - a. EPA538M = 55 days
 - b. EPA 547M = 14 days
 - c. SRL 524M-TCP = 14 days
12. Contractor shall provide the following Laboratory Quality Control information at the beginning of the contract at no charge. The information may also be requested by NHDES with specific analytical batches at a 15% markup:
 - a. Calibration curve, to include a minimum of 5 points;
 - b. Confirmation criteria of detected analytes.
13. Contractor shall provide the following Laboratory Quality Control information with each analytical batch:
 - a. Lab blanks (including method blank);
 - b. Surrogates;
 - c. Laboratory control sample (LCS) and a LCS Duplicate.

Analytical Reports of Results Reporting in Writing:

14. Contractor shall provide NHDES with a complete written report of its analyses as required under the scope of work to be performed. Analytical reports shall be formatted in accordance with The NELAC Institute (TNI) standards. Written analytical reports shall be prepared and sent electronically in .pdf format to NHDES within five working days after completion of the sample analyses.
15. Contractor shall report results for all analytes listed in Section A by the methodology listed and to the detection limits specified therein. The method detection limits and reporting limits shall be included in the reports.
16. Contractor shall report to low standard on curve (Reporting Limit [RL]) as specified in Section A with only reporting to Method Detection Limit [MDL] (trace / J-flag) on a case-by-case basis if requested.

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Results Reporting Electronically:

17. Contractor shall become an authorized data provider with NHDES Onestop and provide all analytical reports described in item 4, above, in a Microsoft Excel format that is compatible with the NHDES Environmental Monitoring Database (EMD) reporting templates. The Microsoft Excel documents that are used to submit data must not contain any abbreviations, omissions, or alterations of the information provided by NHDES to the contractor on the chain of custody form. The Excel template may be found on the NHDES web site at http://des.nh.gov/organization/divisions/water/wmb/emd/documents/activity_template.xls.
18. Contractor shall upload reports into EMD within ten working days after completion of the sample analyses.

Turnaround Time:

19. Unless otherwise specified or requested by NHDES, the standard turnaround time for analysis and reporting of results shall be 60 calendar days from the date of Contractor receipt of the samples as documented on the corresponding chain of custody form.

Sample Storage and Disposal:

20. Contractor shall retain and store samples at 4°C until such time as they are disposed in accordance with established laboratory policy, unless specifically requested by NHDES to retain samples for a longer period of time or to return samples to NHDES under chain-of-custody. Extended storage or sample return to be at NHDES expense.
21. Contractor shall be responsible for the disposal of samples at no additional cost to NHDES. Such disposal shall be conducted in accordance with all applicable federal and state regulations adopted pursuant to the federal Resource Conservation and Recovery Act and NH RSA 147-A (for contractors located in New Hampshire) or applicable statutes in the Contractor's home state.

Quality Assurance/Quality Control (QA/QC) Information:

22. Contractor shall make available QA/QC data at the request of the NHDES. This information must be retrievable from the contractor's Laboratory Information Management System for a period not less than five years and be available for inspection at any time by the State.
23. Contractor shall be subject to any State Quality Assurance/Quality Control audits and inspections by the State.

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11/28/15

24. Contractor shall provide clarifications and details on analytical methods and reported data, as requested, by the NHDES staff or program contact submitting the sample for analysis.

Samples Not Properly Processed:

25. Contractor shall not charge NHDES if samples are broken by the laboratory, not processed within analytical hold times, or fail laboratory QA/QC.

Request for Analysis of Other Analytes:

26. On occasion, NHDES may require additional analyses for constituents or methods not listed in Table 1. Upon request, Contractor may be asked to provide these analyses at a quoted cost.

Invoicing:

27. All invoices must be submitted showing unit prices. Payment will be made no later than 30 days after an invoice has been received at the NHDES' business office. Invoices shall be sent electronically to:

Derek Bennett
Derek.Bennett@des.nh.gov
NHDES – Waste Management Division
29 Hazen Drive, PO Box 95
Concord, NH 03302-0095

Other Provisions:

28. Contractor shall reserve capacity to analyze an average of 7 samples per week with an approximate range of 5-20 samples per week. If Contractor's anticipated sample capacity would preclude analyzing requested samples, Contractor shall provide NHDES with advance notice to temporarily pause sampling for a period of time not to exceed two weeks.

APC
1/1/201

Section A

ONE TIME METHOD SET-UP FEE
\$13,000

131 TARGET ANALYTES BY METHOD 538
PRICE PER SAMPLE: \$580.00

ANALYTE	REPORTING LIMIT ng/L	METHOD
2,4,5-T	50	538
2,4,5-TP	50	538
2,4-D	10	538
2,4-DB	20	538
2-Hydroxyatrazine	6.7	538
2-isopropyl-4-methyl-6-hydroxypyrimidine (IMPY)	TBD ≤50	538
3-phenoxybenzoic acid (3-PBA)	TBD ≤50	538
4-fluoro-3-phenoxybenzoic acid (4F-3PBA)	TBD ≤50	538
Acetamiprid	25	538
Acetochlor	30	538
Acetochlor ESA	30	538
Acetochlor OXA	33	538
Alachlor	30	538
Alachlor ESA	42	538
Alachlor OXA	33	538
Aldicarb Sulfone	15	538
Aldicarb Sulfoxide	50	538
Atrazine	30	538
Azoxystrobin	10	538
Bensulfuron-methyl	17	538
Bensulide	250	538
Bentazon	5	538
Boscalid	50	538
Bromacil	30	538
Bromoxynil	25	538
Carbaryl	25	538
Carbendazim	10	538
Carbofuran	13	538
Chlorantraniliprole	50	538
Chlorimuron-ethyl	20	538

Red
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Chlorpyrifos	40	538
Chlorpyrifos Oxon	40	538
cis -3-(2,2-dichlorovinyl)-2,2-dimethylcyclopropane carboxylic acid (cis -DCCA)	TBD ≤100	538
Clomazone	15	538
Clopyralid	50	538
Clothianidin	25	538
Cyanazine	25	538
Cyantraniliprole	100	538
Cyfluthrin	100	538
Cypermethrin	500	538
DEDI Atrazine	50	538
Deisopropylatrazine	25	538
Desethylatrazine	50	538
Diazinon	30	538
Diazinon Oxon	75	538
Dicamba	50	538
Dichlorprop	50	538
Dicrotophos	25	538
Difenoconazole	25	538
Dimethenamid	15	538
Dimethenamid ESA	6.7	538
Dimethenamid OXA	10	538
Dimethoate	50	538
Dinotefuran	25	538
Disulfoton Sulfone	20	538
Diuron	13	538
Ethofumesate	50	538
Flufenacet OXA	8.3	538
Flumetsulam	50	538
Flutriafol	10	538
Fluxapyroxad	10	538
Fonofos	15	538
Halosulfuron-methyl	30	538
Hexazinone	10	538
Imazethapyr	10	538
Imidacloprid	10	538
Linuron	20	538
Imazamethabenz- methyl	5	538
Imazamethabenz-acid	10	538
Imazamox	13	538
Imazapic	10	538

Imazapyr	8.3	538
Imazaquin	17	538
Imazethapyr	10	538
Imidacloprid	10	538
Isoxaflutole	40	538
Malathion	50	538
MCPA	5	538
MCPB	20	538
MCPP	50	538
Mesotrione	50	538
Metalaxyl	8.3	538
Metolachlor	25	538
Metolachlor ESA	10	538
Metolachlor OXA	10	538
Metribuzin	75	538
Metribuzin DA	25	538
Metribuzin DADK	500	538
Metribuzin DK	500	538
Metsulfuron-methyl	23	538
Myclobutanil	10	538
Nicosulfuron	27	538
Norflurazon	20	538
Norflurazon-desmethyl	50	538
Oxadiazon	75	538
Oxydemeton-methyl	20	538
para -Nitrophenol (PNP)	TBD ≤50	538
Parathion-methyl (Methyl parathion)	100	538
Parathion-methyl Oxon (Methyl paraoxon)	25	538
Pendimethalin	75	538
Phorate	25	538
Picloram	42	538
Picoxystrobin	50	538
Prometon	100	538
Prometryn	5	538
Propachlor	30	538
Propachlor ESA	30	538
Propachlor OXA	10	538
Propazine	25	538
Propiconazole	10	538
Pyraclostrobin	25	538
Pyroxasulfone	50	538

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Saflufenacil	15	538
Sedaxane	75	538
Siduron	6.7	538
Simazine	75	538
Sulfometuron-methyl	8.3	538
Tebuconazole	10	538
Tebuprimiphos	30	538
Tembotrione	50	538
Terbufos	30	538
Tetraconazole	10	538
Thiacloprid	50	538
Thiamethoxam	25	538
Thifensulfuron-methyl	17	538
Thiobencarb	8.3	538
Tolfenpyrad	100	538
trans -3-(2,2-dichlorovinyl)-2,2-dimethylcyclopropane carboxylic acid	TBD ≤250	538
Triallate	50	538
Triasulfurpn	23	538
Triclopyr	50	538

**3 TARGET ANALYTES BY METHOD 547M
PRICE PER SAMPLE: \$200.00**

ANALYTE	REPORTING LIMIT ng/L	METHOD
AMPA	1000	547M
Glufosinate	1000	547M
Glyphosate	1000	547M

**1 TARGET ANALYTE BY PURGE & TRAP GCMS-SIM
PRICE PER SAMPLE: \$95.00**

ANALYTE	REPORTING LIMIT ng/L	METHOD
1,2,3-TCP	5	GCMS-SIM

AD
10/28/12

EXHIBIT B

PAYMENT TERMS

The contract and financial arrangements for the aforementioned services shall be as follows:

1. The STATE agrees to pay Weck Analytical Environmental Services, Inc. the price per analysis up to the priority cost as specified in EXHIBIT A.
2. The STATE agrees to accept and pay invoices as submitted by Weck Analytical Environmental Services, Inc. following completion of services in accordance with the conditions and specifications in EXHIBIT A, no later than 30 days after an invoice has been received by the Department.
3. Invoices shall be sent to:
Derek S. Bennett
New Hampshire Department of Environmental Services
Waste Management Division – MtBE Remediation Bureau
29 Hazen Drive, PO Box 95
Concord NH 03302-0095
Derek.Bennett@des.nh.gov
4. The total amount of all payments made to Weck Analytical Environmental Services, Inc. by the STATE shall not exceed \$220,000 for the contract period.

EXHIBIT C

SPECIAL PROVISIONS

25. Volume of Work

The contract limitation specified in this contract reflects an estimate of the amount of laboratory analytical work anticipated to be requested during the contract period. The State reserves the right to reduce the volume of services requested by the Contractor. Therefore, the State does not guarantee that the Contractor will be requested to provide analytical services equivalent to the contract limitation.

26. Quality Assurance/Quality Control

The State reserves the right to require the Contractor to analyze performance evaluation samples prepared by a third party and/or split samples to evaluate the accuracy of the analytical services, prior to sending routine samples to the Contract for

APR
11/28/18

analysis. Such samples may be billed by the Contractor at the established contract rate. If the State identified concerns regarding the quality of the analytical services, the State reserves the right to withhold work from the Contractor until those concerns are addressed to the State's satisfaction, or to terminate this agreement if such concerns cannot be addressed to the State's satisfaction within 90 days of the Contractor receiving notification of such concerns. The State further reserves the right to periodically require the Contractor to analyze single-blind or double-blind performance evaluation samples and/or split samples throughout the contract period.

State of New Hampshire

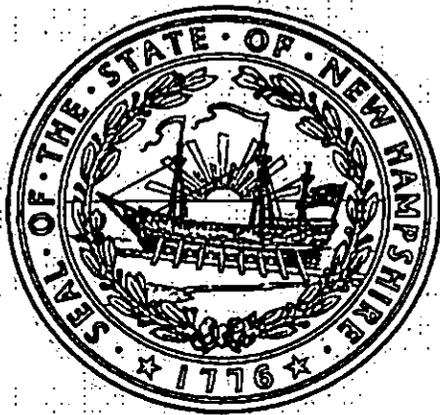
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that WECK ANALYTICAL ENVIRONMENTAL SERVICES, INC. is a California Profit Corporation registered to transact business in New Hampshire on November 01, 2018. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 806341

Certificate Number : 0004206879



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of November A.D. 2018.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

Weck Analytical Environmental Services, Inc.

A California Corporation

DIRECTORS' WRITTEN CONSENT

October 30th, 2018

The Directors of Weck Analytical Environmental Services, Inc. (the "Corporation") are Alfredo E. Pierri, Cecilia G. Pierri, and Agustin E. Pierri (individually, a "Director," or collectively, the "Directors").

As provided in the Corporation's records, the Directors are the only members of the Corporation's Board of Directors (the "Board"). Consequently, the Directors are also the only persons authorized to vote at a Board meeting.

By signing this consent, the Directors adopt the resolutions set forth in this Consent. This action serves to approve and adopt the following resolutions as if the Directors had conducted a duly noticed annual Board meeting.

WRITTEN CONSENT

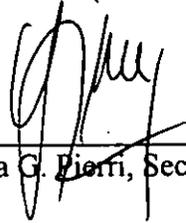
The Board resolves to:

- Assign authority to sign contracts on behalf of the Corporation to perform analytical laboratory services and/or any other work that the Corporation can provide for public and private entities to the following individuals:

Alfredo E. Pierri, Presiden/CEO
Cecilia G. Pierri, Secretary/Treasurer
Agustin E. Pierri, Director
Alan Ching, Vice-president
Thanh (Joe) Chau, Vice-president



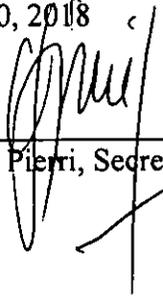
Alfredo E. Pierri, President and CEO



Cecilia G. Pierri, Secretary

This Consent is authorized by the Corporation's Bylaws and by California Corporations Code §307. The Officers shall cause this Consent to be filed in the minute book with the other minutes, consents, and similar corporate records relating to the proceedings of the Corporation's Board.

October 30, 2018



Cecilia G. Pierri, Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/30/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Spectrum Risk Management 74 Discovery Irvine, CA 92618	CONTACT NAME: Account Manager	
	PHONE (A/C. No. Ext): 949-756-5730	FAX (A/C. No.): 949-756-5740
E-MAIL ADDRESS: office@spectrumrisk.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Everest Indemnity Insurance Company		10851
INSURER B: Ohio Security Insurance Company		24082
INSURER C: Insurance Company of the West		27847
INSURER D:		
INSURER E:		
INSURER F:		

www.spectrumrisk.com. 0C77485

INSURED
Weck Laboratories, Inc.
Weck Analytical Environmental Services, Inc.
14859 East Clark Avenue
City of Industry CA 91745

COVERAGES: CERTIFICATE NUMBER: 45145289 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pollution Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		EF4ML0532 7 181	6/22/2018	6/22/2019	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Pollution Liab Ea. Occr \$1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BAS 55995710	4/9/2018	4/9/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	WSD 5040727.00	4/9/2018	4/9/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability Claims Made		EF4ML0532 7.181	6/22/2018	6/22/2019	\$2,000,000 inc/\$2,000,000 agg/\$5,000 ded Retro Date 6/22/1995

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101; Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER NHDES MtBE Remediation Bureau PO Box 95 29 Hazen Dr Concord NH 03302-0095	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Victor Farfan