



The State of New Hampshire  
**DEPARTMENT OF ENVIRONMENTAL SERVICES**



**Clark B. Freise, Assistant Commissioner**

January 23, 2017

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

**REQUESTED ACTION**

Authorize the Department of Environmental Services (DES) to amend a **RETROACTIVE, SOLE SOURCE** contract (PO #1050299) with ALS Group USA, Corp. (VC# 259762) Houston, TX by extending the end date to March 31, 2017 from December 31, 2016 and increasing the contract amount by \$190,000 from \$400,000 to \$590,000 to continue to provide analysis of drinking water and groundwater samples for perfluorooctanoic acid (PFOA) and related perfluorinated compounds (PFCs) to assist DES in evaluating the presence of PFOA and related compounds in drinking water sources, effective as of December 31, 2016 upon Governor and Council approval. The contract was originally approved by G&C on May 4, 2016, Item 68A and amended on September 21, 2016, Item 51. Funding is 16% Federal and 84% Other.

Funding is available in the accounts as follows.

Account Name	Account Number	FY 2017
Hazardous Waste Cleanup Fund; Contract for Program Services	444010-5392-102-500731	\$140,000
DWSRF Administration; Contract for Program Services	441018-4718-102-500731	\$30,000
DWSRF Management; Contract for Program Services	441018-4790-102-500731	\$20,000
		<b>\$190,000</b>

**EXPLANATION**

The purpose of the requested action is to amend the existing contract with ALS Group USA, Corp. (ALS) to extend the contract to continue to provide sampling containers and analytical services for PFOA and related perfluorinated compounds (PFCs) to evaluate the presence of these contaminants in drinking water sources in New Hampshire communities. This contract is **SOLE SOURCE** because: (1) ALS is one of the few water quality testing laboratories in the United States that can assess for low concentrations (part-per-trillion) of over 20 perfluorinated contaminants; and (2) the occurrence and development of concern related to the presence of PFCs in public and private water supplies in Merrimack and Litchfield was reported to DES in early March 2016 and accelerated at a rate that required collection and analysis of water samples on an emergency basis. This contract is **RETROACTIVE** because the discovery of PFOA contamination of drinking water in southern New Hampshire raised immediate

public health concerns. Sampling in early December 2016 has indicated the presence of PFCs in water supplies in other communities across the state. Therefore, it is necessary to extend this contract for three months to address these public health concerns until such time as multi-year contracts can be awarded through the bidding process. DES has evaluated eight bid submittals and is in the process of selecting three laboratories for multi-year contracts. DES expects to complete the award and contract preparation process in January 2017 and submit the multi-year contracts for Governor and Council approval in February 2017.

DES will seek cost recovery for PFOA related sampling and response actions from identified responsible parties as appropriate.

We respectfully request your approval.

A handwritten signature in black ink, appearing to read 'C. Freise', is written over a horizontal line.

Clark B. Freise, Assistant Commissioner

**AMENDMENT #2  
TO  
CONTRACT  
BETWEEN  
NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES  
AND  
ALS GROUP USA, CORP.**

**LABORATORY ANALYTICAL SERVICES**

**WHEREAS**, the New Hampshire Department of Environmental Services (DES) has entered into a contract with ALS Group USA, Corp. (ALS) in the amount of \$400,000 for laboratory analytical services of drinking water and groundwater samples effective March 9, 2016 through September 30, 2016 as approved by Governor and Council on May 4, 2016, as Item #68A; and

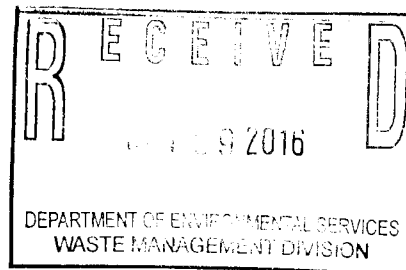
**WHEREAS**, the contract completion date was extended from September 30, 2016 to December 31, 2016 by Amendment #1 by approval of the Governor and Council on September 21, 2016, as Item #51; and

**WHEREAS**, DES wishes to extend the contract completion date from December 31, 2016 to March 31, 2017 and to increase the price limitation from \$400,000 to \$590,000 for ALS to continue providing laboratory analytical services; and

**NOW THEREFORE**, amend the amended contract between DES and ALS as approved by Governor and Council on September 21, 2016, as Item #51 in the following manner:

1. Revise section 1.7 (Completion Date) in the General Provisions of the Agreement to read: March 31, 2017.
2. Revise section 1.8 (Price Limitation) in the General Provisions of the Agreement to read: \$590,000.

All other conditions outlined in the contract shall remain in effect.



IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year written below.

THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF ENVIRONMENTAL SERVICES

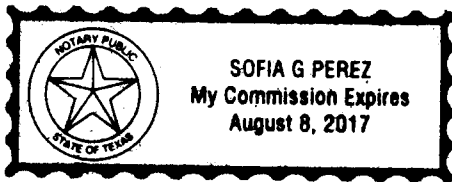
By: [Signature]  
for Thomas S. Burack, Commissioner  
Department of Environmental Services

ALS GROUP USA, CORP.

By: [Signature]  
Raj Naran, Vice President  
ALS Group USA, Corp.

STATE OF TEXAS  
COUNTY OF HARRIS

On this 16 day of December, 2016, personally appeared Raj Naran, and acknowledged before me that he executed the foregoing document in his capacity as Vice President of ALS Group USA, Corp.



[Signature]  
Notary Public/Justice of the Peace  
Printed Name: SOFIA G. PEREZ  
Commission Expires: August 8, 2017

Approved by the Attorney General (Form, Substance and Execution)

By: [Signature] On: \_\_\_\_\_  
1/18/17  
Christopher G. Aslin, Assistant Attorney General



**State of New Hampshire**  
**Department of State**



10/19/2016 8:36:20 AM

Salloway & Hollis, P.L.L.C.  
9 Capitol Street  
Concord, NH, 03301, USA

Enclosed is the acknowledgment copy of your filing. It acknowledges this office's receipt and successful filing of your documents.

Should you have any questions, you may contact the Corporation Division at the phone number or email address below. Please reference your Business ID Number when contacting our office.

Please visit our website for helpful information regarding all your business needs.

Sincerely,  
Corporation Division

Business ID: **742175**  
Filing No: **3376182**

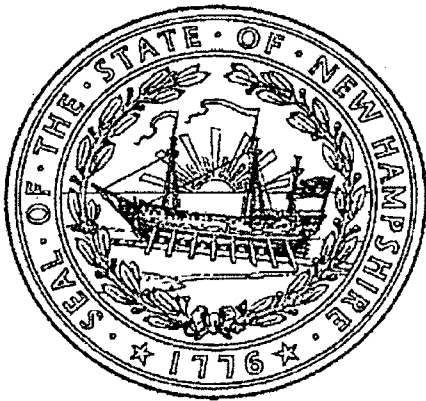
# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ALS GROUP USA, CORP. is a Texas Profit Corporation registered to transact business in New Hampshire on April 12, 2016. 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: 742175



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 18th day of October A.D. 2016.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE**

**(Corporation with Seal)**

I **Patricia H. Davis**, Secretary/Group Controller of **ALS Group USA, Corp., dba ALS Environmental** do certify that:

- 1) I am the duly elected and acting Secretary of ALS Group USA, Corp, a Texas corporation;
- 2) I maintain and have custody of and am familiar with the Seal and minute books of the Corporation;
- 3) The following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors held on the 15<sup>th</sup> day of April, 2016 in accordance with Texas law and the by-laws of the Corporation.

RESOLVED: That is Corporation may enter into a contract with the **Department of Environmental Services** providing for the performance by Corporation of certain **laboratory testing services**, and that the President, any Vice-President and the Director of Operations (or any of them acting singly) be and hereby is/are authorized and director for and on behalf of this Corporation to enter into said contract with the State and to take any and all such actions to execute, seal, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) as they (any of them) may deem necessary, desirable or appropriate to accomplish the same;

RESOLVED: That the signature of any officer of this Corporation affixed to any instrument or document described in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

The foregoing resolutions have not been revoked, annulled or amended in any manner whatsoever, and remain in full force and effect as of the date hereof; and the following persons now occupy the office(s) indicated below:

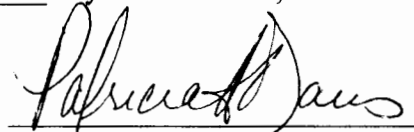
President: Gregory F. Kilmister

Group General Manager-VP: Raj Naran

Secretary/Group Controller: Patricia Davis

Director of Operations: Jim Klippel

IN WITNESS WHEREOF, I have set my hand as the Secretary/Group Controller of the Corporation and have affixed its corporate seal this 21<sup>st</sup> day of December, 2016.


  
Secretary/Group Controller

STATE OF TEXAS  
COUNTY OF HARRIS

On this 21<sup>st</sup> day of December 2016 before me, the undersigned officer personally appeared Patricia H. Davis, who acknowledge herself to be the Secretary/Group Controller of ALS Group USA, Corp., a Texas Corporation, and that as such is authorized to execute the foregoing instrument for the purposes therein contained, by affixing her signature above.

IN WITNESS WHEREFORE I hereunto affix my signature and official seal.



  
Notary Public, State of Texas

My Commission expires: July 28, 2019





## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/30/2016

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 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 Willis of Texas, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: <b>Willis Towers Watson Certificate Center</b>	
	PHONE (A/C, No, Ext): <b>(877) 945-7378</b>	FAX (A/C, No): <b>(888) 467-2378</b>
	E-MAIL ADDRESS: <b>certificates@willis.com</b>	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : <b>XL Insurance America, Inc.</b>	<b>24554</b>
	INSURER B : <b>Starr Indemnity &amp; Liability Company</b>	<b>38318</b>
	INSURER C : <b>XL Insurance Company Limited</b>	<b>B0851</b>
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED  
  
ALS Group USA, Corp.  
10450 Stancliff Road, Suite 210  
Houston, TX 77099

## COVERAGES

## CERTIFICATE NUMBER:

## 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 INSD	SUBR 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"/> SIR: \$500,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			US00011819LI16A	09/30/2016	09/30/2017	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			SISIPCA08346516	09/30/2016	09/30/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			AU00001947LI16A	09/30/2016	09/30/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	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 <input checked="" type="checkbox"/> N	N/A	100 0001328	09/30/2016	09/30/2017	<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
C	Prof. Indm./E&O			AU00001947LI16A	09/30/2016	09/30/2017	See Attached

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Named Insureds: ALS Industrial USA, LLC; ALS Group USA, Corp.; ALS Maverick Testing Laboratories, Inc.; DSI Thru-Tubing (USA) Inc. dba ALS Oil & Gas; ALS Reservoir Laboratories LLC; ALS Services USA, Corp.; ALS USA, Inc.; Omega Well Monitoring LLC; Corpro, Inc.; Ellington and Associates Inc.; Empirica, LLC

## CERTIFICATE HOLDER

## CANCELLATION

NH DES-Concord-NH.pdf NH Department of Environmental Services P.O. Box, 29 Hazen Drive Concord, NH 03302	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 

## ADDITIONAL COVERAGE SCHEDULE

COVERAGE	LIMITS
<p><b>POLICY TYPE: Professional Indemnity/Errors &amp; Omissions.</b></p> <p><b>CARRIER: XL Insurance Company Limited</b></p> <p><b>POLICY TERM: 09/30/2016 – 09/30/2017</b></p> <p><b>POLICY NUMBER: AU00001947LI16A</b></p>	<p><b>Per Claim: \$5,000,000</b></p> <p><b>Aggregate: \$5,000,000</b></p>

## INSURER CANCELLATION TERMS

NAMED INSURED: ALS Group 10450 Stancliff Road, Suite 210 Houston, TX 77032	POLICY NO. US00011819LI16A
	EFFECTIVE DATE SEE PAGE 1

**Holder Name: NH DES-Concord-NH.pdf**

**Cancellation Terms:**

Should any of the above described policies be cancelled before the expiration date thereof, the insurer will send 30 days notice of cancellation to the Certificate Holder, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

**Cancellation Terms Apply to the Following Coverages: General Liability**



The State of New Hampshire  
**DEPARTMENT OF ENVIRONMENTAL SERVICES**

Keith Dubois

**Thomas S. Burack, Commissioner**

August 10, 2016

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**APPROVED G & C**

DATE 9/21/16  
ITEM # 51

**REQUESTED ACTION**

Authorize the Department of Environmental Services (DES) to amend a **SOLE SOURCE** contract (PO #1050299) with ALS Group USA, Corp. (VC# 259762) Houston, TX by extending the end date to December 31, 2016 from September 30, 2016 to continue to provide analysis of drinking water and groundwater samples for perfluorooctanoic acid (PFOA) and related perfluorinated compounds (PFCs) to assist DES in evaluating the presence of PFOA and related compounds in drinking water sources, effective upon Governor and Council approval. The contract was originally approved by G&C on May 4, 2016, Item 68A. This is a no-cost time extension only. Funding is 100% Hazardous Waste Cleanup Fund

**EXPLANATION**

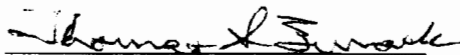
The purpose of the requested action is to amend the existing contract with ALS Group USA, Corp. (ALS) to extend the contract to continue to provide sampling containers and analytical services for PFOA and related perfluorinated compounds (PFCs) to evaluate the presence of these contaminants in drinking water sources in New Hampshire communities. This contract is SOLE SOURCE because: (1) ALS is one of the few water quality testing laboratories in the United States that can assess for low concentrations (part-per-trillion) of over 20 perfluorinated contaminants; and (2) the occurrence and development of concern related to the presence of PFCs in public and private water supplies in Merrimack and Litchfield was reported to DES in early March 2016 and accelerated at a rate that required collection and analysis of water samples on an emergency basis. The concern related to PFCs in drinking water wells has expanded to the communities of Bedford and Amherst. Further, the widespread use of PFCs in manufacturing and consumer products indicates additional detections of PFCs in drinking water are a potential concern in the vicinity of unlined landfills. Therefore, it is necessary for DES to maintain this contract for analytical services until such time as multi-year contracts can be awarded through the bidding process. DES expects to complete the PFC analytical services bidding process and submit up to two multi-year contracts for Governor and Council approval before December 31, 2016.

Water samples sent to ALS originated from public and private wells in Merrimack, Litchfield, Amherst and Manchester. Further analysis of water samples is necessary to assess the extent of PFOA-impacted water supplies and to identify at risk residents to facilitate appropriate and timely planning for the interim provision of bottled water and long-term provision of point of entry treatment systems. Additional samples will likely need to be collected from water sources in these communities, as well as additional communities, as the impact of PFOA on New Hampshire water supplies becomes evident.

Based on work previously conducted at the Pease Trade Port, ALS testing services for perfluorinated compounds were identified as the most appropriate and immediately available option for completing the urgent work described above. The previously approved \$400,000 is estimated to be sufficient to cover the laboratory costs associated with this effort through December 31, 2016 and is based on the level of effort seen to date and the experience from the Pease Trade Port field testing efforts.

DES is working with Saint-Gobain to obtain reimbursement of expenses related to any releases of PFOA from the Merrimack facility. DES will also seek cost recovery for PFOA related sampling and response action from identified responsible parties as appropriate.

We respectfully request your approval of this no-cost time extension.



Thomas S. Burack  
Thomas S. Burack, Commissioner

**AMENDMENT #1  
TO  
CONTRACT  
BETWEEN  
NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES  
AND  
ALS GROUP USA, CORP.**

**LABORATORY ANALYTICAL SERVICES**

WHEREAS the New Hampshire Department of Environmental Services (DES) has entered into a contract with ALS Group USA, Corp. (ALS) in the amount of \$400,000 for laboratory analytical services of drinking water and groundwater samples effective March 9, 2016 through September 30, 2016.

WHEREAS, DES wishes to extend the contract completion date from September 30, 2016 to December 31, 2016 for ALS to continue providing laboratory analytical services.

NOW THEREFORE, amend the original contract between DES and ALS as approved by Governor and Council on May 4, 2016, as Item #68A in the following manner:

Change section 1.7 (Completion Date) in the General Provisions of the Agreement to read: December 31, 2016.

All other conditions outlined in the contract shall remain in effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year written below.

THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF ENVIRONMENTAL SERVICES

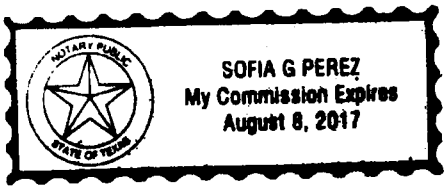
By: Thomas S. Burack  
Thomas S. Burack, Commissioner  
Department of Environmental Services

ALS GROUP USA, CORP.

By: Raj Naran  
Raj Naran, Vice President  
ALS Group USA, Corp.

STATE OF TEXAS  
COUNTY OF HARRIS

On this 4 day of August, 2016, personally appeared Raj Naran, and acknowledged before me that he executed the foregoing document in his capacity as Vice President of ALS Group USA, Corp.



Sofia G. Perez  
Notary Public/Justice of the Peace  
Printed Name: SOFIA G PEREZ  
Commission Expires: August 8, 2017

Approved by the Attorney General (Form, Substance and Execution)

By: Christopher G. Astin      On: 8/15/16  
Christopher G. Astin, Assistant Attorney General



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/5/2016

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 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).


<b>PRODUCER</b> Willis of Texas, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37230-5191	<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center <b>PHONE (A/C, No, Ext):</b> (877) 945-7378 <b>FAX (A/C, No):</b> (888) 467-2378 <b>E-MAIL ADDRESS:</b> certificates@willis.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  ALS Group USA, Corp. 10450 Stancliff Road, Suite 210 Houston, TX 77099	<b>INSURER A :</b> XL Insurance America, Inc. <b>NAIC #</b> 24554	
	<b>INSURER B :</b> Starr Indemnity & Liability Company <b>38318</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**COVERAGES**      **CERTIFICATE NUMBER:**      **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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> <b>OCCUR</b> <input checked="" type="checkbox"/> <b>SIR: \$500,000</b>  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		US00011819L115A	09/30/2015	09/30/2016	EACH OCCURRENCE \$ 5,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
		MED EXP (Any one person) \$ 5,000				
		PERSONAL & ADV INJURY \$ 1,000,000				
						GENERAL AGGREGATE \$ 5,000,000
						PRODUCTS - COM/POP AGG \$ 5,000,000
						\$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		SISIPCA08346515	09/30/2015	09/30/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
		BODILY INJURY (Per person) \$				
		BODILY INJURY (Per accident) \$				
		PROPERTY DAMAGE (Per accident) \$				
						\$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>OCCUR</b> <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> <b>CLAIMS-MADE</b>  DED    RETENTION \$		AU00001947L115A	09/30/2015	09/30/2016	EACH OCCURRENCE \$ 10,000,000
		AGGREGATE \$ 10,000,000				
						\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	100 0001328	09/30/2015	09/30/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
		N				E.L. EACH ACCIDENT \$ 1,000,000
		N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Prof. Indm./ E&O		AU00001947L115A	09/30/2015	09/30/2016	See Attached

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Named Insureds: Advanced Inspection Technologies, LLC, ALS Group, USA Corp., ALS Reservoir Laboratories, LLC, ALS Services, USA Corp., ALS USA, Inc., ALS Wellvention dba DSI Thru-Tubing, Inc., Corpro, Inc, Ellington and Associates, Inc., Empirica, LLC, Omega Well Monitoring, LLC, Maverick Testing Laboratories Inc., Mav Tech Inc.

<b>CERTIFICATE HOLDER</b>  NH DES-Concord-NH.pdf NH Department of Environmental Services P.O. Box, 29 Hazen Drive Concord, NH 03302	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> 



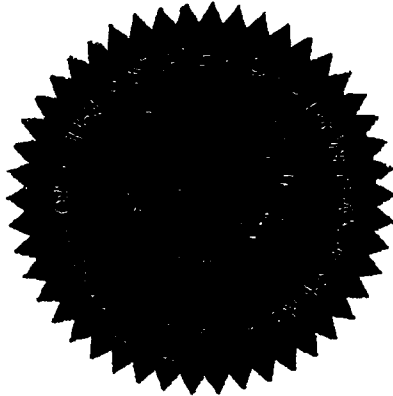
ADDITIONAL COVERAGE SCHEDULE

COVERAGE	LIMITS
<b>POLICY TYPE: Professional Indemnity/Errors &amp; Omissions</b> <b>CARRIER: XL Insurance America, Inc.</b> <b>POLICY TERM: 09/30/2015 – 09/30/2016</b> <b>POLICY NUMBER: AU00001947LI15A</b>	<b>Per Claim: \$5,000,000</b> <b>Aggregate: \$5,000,000</b>

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 ALS Group USA, Corp., a(n) Texas corporation, is authorized to transact business in New Hampshire and qualified on April 12, 2016. I further certify that all fees required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 12<sup>th</sup> day of April, A.D. 2016

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State



The State of New Hampshire  
**DEPARTMENT OF ENVIRONMENTAL SERVICES**



**Thomas S. Burack, Commissioner**

April 25, 2016

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

APPROVED G & C  
DATE 5/4/16  
ITEM # 68A

**REQUESTED ACTION**

Authorize the Department of Environmental Services (DES) to enter into a **RETROACTIVE, SOLE SOURCE** contract with ALS Group USA, Corp. (VC# 259762) Houston, TX in the amount not to exceed \$400,000 to provide sampling containers and analyze drinking water and groundwater samples for perfluorooctanoic acid (PFOA) and related perfluorinated compounds to assist DES in evaluating the presence of PFOA and related compounds in drinking water sources, effective as of March 9, 2016 through September 30, 2016, upon Governor and Council approval. Funding is 100% Hazardous Waste Cleanup Fund

Funding is available in the account as follows.

03-44-44-444010-5392-102-500731 FY16  
\$400,000  
Dept Of Environmental Services, Hazardous Waste Cleanup Fund, Contracts for Program Services

**EXPLANATION**

This contract with ALS Group USA, Corp. (ALS) is to provide sampling containers and analytical services for PFOA and related perfluorinated compounds to evaluate the presence of these contaminants in drinking water sources in New Hampshire communities. This contract is **SOLE SOURCE** because: (1) ALS is one of the few water quality testing laboratories in the United States that can assess for low concentration (part-per-trillion) of over 20 perfluorinated contaminants; (2) the occurrence and development of concern related to the presence of PFOA in public and private water supplies in Merrimack and Litchfield was reported to DES in early March 2016 and accelerated at a rate that required collection and analysis of water samples on an emergency basis and did not allow adequate time for the development and evaluation of bids for these services; and (3) ALS provided lab services on behalf of the United States Air Force for water samples collected at the Pease Tradeport in 2014 and DES is familiar with quality and timeliness of the services provided by ALS. This contract is **RETROACTIVE** because the recent notification of the detection of PFOA in the Merrimack Village Water District public water supply and the potential link of the PFOA detections to operations at the Saint-Gobain Performance Plastics facility in Merrimack raised immediate public health concerns regarding the nature and extent of PFOA impacts to public and private water supply wells in the vicinity of the Saint-Gobain Performance Plastics facility. On March 9, 2016, DES, on an emergency basis, collected and sent drinking water samples to ALS in response to the detection of PFOA contamination in water samples collected from the Merrimack Village Water District which serves 25,000 people.

Water samples sent to ALS originated from Merrimack Village Water District, private wells in Merrimack and private and public water supply wells in Litchfield. Analytical results received on March 18, 2016 indicated the widespread presence of PFOA in public and private water supplies. The concentrations of PFOA detected exceeded the current EPA interim health advisory and the more conservative health advisory anticipated to be established by EPA in the next few months. The widespread detection of PFOA necessitated the collection and analysis of additional water samples on an expedited basis starting on the weekend of March 19, 2016 to assess the extent of PFOA-impacted water supplies and to identify at risk residents to facilitate timely planning for the interim provision of bottled water and long-term provision of point of entry treatment systems. Additional samples will likely need to be collected from water sources in these communities, as well as additional communities, as the impact of PFOA on New Hampshire water supplies becomes evident.

Based on work previously conducted at the Pease Trade Port, ALS testing services for perfluorinated compounds were identified as the most appropriate and immediately available option for completing the urgent work described above. The \$400,000 is estimated to be sufficient to cover the laboratory costs associated with this effort through September 30, 2016 and is based on the level of effort seen to date and the experience from the Pease Trade Port field testing efforts.

DES is working with Saint-Gobain to obtain reimbursement of expenses related to any releases of PFOA from the Merrimack facility.

We respectfully request your approval.



for Thomas S. Burack, Commissioner

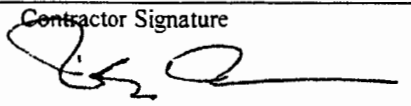
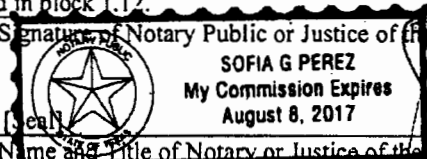
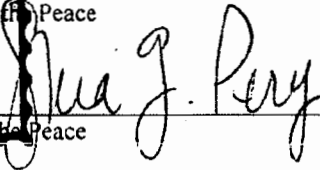
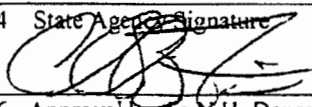
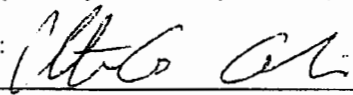
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address PO Box, 29 Hazen Drive Concord, NH 03302	
1.3 Contractor Name ALS Group USA , Corp.		1.4 Contractor Address 10450 Stancliff Road, Suite 210 Houston, Texas 77099	
1.5 Contractor Phone Number 1-360-636-1068	1.6 Account Number 03-44-44-444010-5392-102-500731	1.7 Completion Date September 30, 2016	1.8 Price Limitation \$400,000
1.9 Contracting Officer for State Agency John Regan		1.10 State Agency Telephone Number 603- 271- 3744	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Raj Naran - Group General Manager	
1.13 Acknowledgement: State of <b>TEXAS</b> , County of <b>HARRIS</b>  On <b>April 22, 2016</b> , 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  			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory  Date: <b>4/26/16</b>	
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: <b>4/26/16</b>			
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

*EW*

Date 4-22-16

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.



EXHIBIT A  
SCOPE OF SERVICES

ALS Group USA, Corp

ALS Group USA, Corp will provide appropriately preserved sample containers and laboratory analytical services for perfluorinated compounds for samples collected from private and public water supply wells. The analytes associated with the analysis shall include:

Perfluorooctanoic acid	PFOA
Perfluoroheptanoic acid	PFHpA
Perfluorohexanoic acid	PFHxA
Perfluorononanoic acid	PFNA
Perfluorodecanoic acid	PFDA
Perfluoroundecanoic acid	PFUnA
Perfluorododecanoic acid	PFDoA
Perfluorobutanoic acid	PFBA
Perfluorotridecanoic acid	PFTTrDA
Perfluorotetradecanoic acid	PFTeDA
Perfluoropentanoic acid	PFPeA
Perfluorooctane sulfonate	PFOS
Perfluorobutane sulfonate	PFBS
Perfluorohexane sulfonate	PFHxS
Perfluorodecane sulfonate	PFDCS
Perfluorooctanesulfonamide	PFOSA
Ethylperfluoro-1-octanesulfonamide	EtFOSA
Methylperfluoro-1-octanesulfonamide	MeFOSA
2-(N-ethylperfluoro-1-octanesulfadmido)-ethanol	EtFOSE
2-(N-methylperfluoro-1-octanesulfadmido)-ethanol	MeFOSE
Propanoic acid, 2,3,3,3-tetrafluoro-2-(heptafluoropropoxy)-, ammoniumsalt	

The reporting limit of the analysis shall be 5 nanograms per liter.

Contractors Initials 

Date 4-22-16

EXHIBIT B  
PAYMENT TERMS

1. The price per water sample shall be \$325 per sample with a 15 business day turnaround time.
2. The price per water sample shall be \$650 per sample with a 5 day business day turnaround time when requested by the New Hampshire Department of Environmental Services.
3. Sample container and preservatives costs are included in the above specified analytical pricing.
4. Sample container shipping costs shall be invoiced at the rate in effect at the time of shipping by United Parcel Service (UPS) or FedEx Corporation plus a 10% markup.
5. Payment will be made under the following terms:
  - a. Invoices specifying the number of samples analyzed will be submitted bi-weekly for services provided.
  - b. Payment will be made within 30 days of invoice approval.
6. Payment is subject to approval of the NHDES - Waste Management Division Assistant Director.
7. The vendor shall become an authorized data provider with NHDES OneStop and provide all analytical reports in a Microsoft Excel format that is compatible with the NHDES Environmental Monitoring Database (EMD) reporting templates. The EMD Excel reporting templates may be found on the NHDES web site at:  
<http://des.nh.gov/organization/divisions/water/wmb/emd/categories/forms.htm>
8. The tables of analytical reports specified in item 7 above shall be uploaded to EMD within one day of providing the final laboratory data report.
9. 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 vendor on the chain of custody form.

Contractors Initials \_\_\_\_\_

Date 4-22-16

**CERTIFICATE OF VOTE**  
(Corporation with Seal)

I, Patricia H Davis, Secretary/Treasurer of the  
ALS Group USA, Corp, do hereby certify that:

(1) I am the duly elected and acting Secretary/Treasurer of the  
ALS Group USA, Corp, a TEXAS corporation (the  
"Corporation");

(2) I maintain and have custody of and am familiar with the Seal and minute books of the Corporation;

(3) I am duly authorized to issue certificates;

(4) the following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on the

15th day of April, 20 16, which meeting was duly held in accordance with  
TEXAS law and the by-laws of the Corporation:

**RESOLVED:** That this Corporation enter into a contract with the State of New Hampshire, acting by and through the Department of Environmental Services, providing for the performance by the Corporation of certain Laboratory Testing services, and that the President (any Vice President) (and the ~~Treasurer~~) (or any of them acting singly) be and hereby (is) (are) authorized and directed for and on behalf of this Corporation to enter into the said contract with the State and to take any and all such actions and to execute, seal, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) as (she) (he) (any of them) may deem necessary, desirable or appropriate to accomplish the same;

**RESOLVED:** That the signature of any officer of this Corporation affixed to any instrument or document described in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

The forgoing resolutions have not been revoked, annulled or amended in any manner whatsoever, and remain in full force and effect as of the date hereof; and the following person(s) (has) (have) been duly elected and now occupy the office(s) indicated below

Gregory F Kilmister President Name

Raj Naran Vice President Name

Patricia H Davis Secretary/  
Treasurer Name

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary/Treasurer

of the Corporation and have affixed its corporate seal this 22<sup>nd</sup> day of April, 2016.

Patricia H Davis  
Secretary/Treasurer

(Seal)

STATE OF TEXAS

COUNTY OF HARRIS

On this the 22<sup>nd</sup> day of April, 2016, before me, Taryn Espinosa, the undersigned officer, personally appeared Patricia H Davis, who acknowledge her/himself to be the

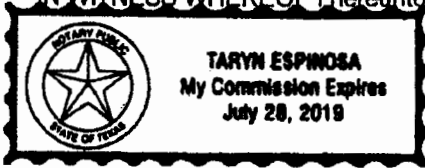
Secretary/Treasurer, of ALS Group USA, Corp, a corporation, and that she/he, as  
(Title) (Name of Corporation)

such Secretary/Treasurer being authorized to do so, executed the foregoing instrument for the  
(Title)

purposes therein contained, by signing the name of the corporation by her/himself as

Patricia H Davis

IN WITNESS WHEREOF I hereunto set my hand and official seal.



Taryn Espinosa  
Notary Public, Justice of the Peace

My Commission expires: July 28, 2019



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/5/2016

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 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: Willis of Texas, Inc.
CONTACT NAME: Willis Towers Watson Certificate Center
INSURER(S) AFFORDING COVERAGE: XL Insurance America, Inc., Starr Indemnity & Liability Company

COVERAGES CERTIFICATE NUMBER: 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSD, WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, and Prof. Indm./E&O.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Named Insureds: Advanced Inspection Technologies, LLC, ALS Group, USA Corp., ALS Reservoir Laboratories, LLC, ALS Services, USA Corp., ALS USA, Inc., ALS Wellvention dba DSI Thru-Tubing, Inc., Corpro, Inc, Ellington and Associates, Inc., Empirica, LLC, Omega Well Monitoring, LLC, Maverick Testing Laboratories Inc., Mav Tech Inc.

CERTIFICATE HOLDER: NH DES-Concord-NH.pdf
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.

## INSURER CANCELLATION TERMS

NAMED INSURED: ALS Group 10450 Stancliff Road, Suite 210 Houston, TX 77032	POLICY NO. US00011819LI15A
EFFECTIVE DATE SEE PAGE 1	

**Holder Name: NH DES-Concord-NH.pdf**

**Cancellation Terms:**

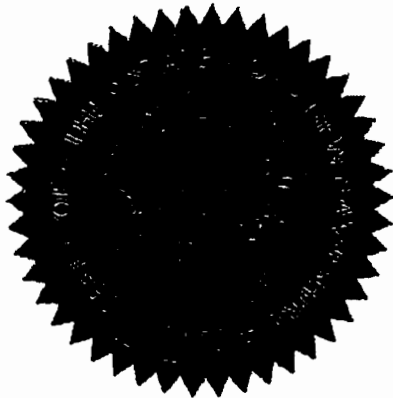
Should any of the above described policies be cancelled before the expiration date thereof, the insurer will send 30 days notice of cancellation to the Certificate Holder, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

**Cancellation Terms Apply to the Following Coverages: General Liability**

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 ALS Group USA, Corp., a(n) Texas corporation, is authorized to transact business in New Hampshire and qualified on April 12, 2016. I further certify that all fees required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 12<sup>th</sup> day of April, A.D. 2016

A handwritten signature in cursive script, appearing to read "Wm Gardner", written in black ink.

William M. Gardner  
Secretary of State



The State of New Hampshire  
**DEPARTMENT OF ENVIRONMENTAL SERVICES**



Thomas S. Burack, Commissioner

April 25, 2016

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

APPROVED G & C  
DATE 5/4/16  
ITEM # 62A

**REQUESTED ACTION**

Authorize the Department of Environmental Services (DES) to enter into a **RETROACTIVE, SOLE SOURCE** contract with ALS Group USA, Corp. (VC# 259762) Houston, TX in the amount not to exceed \$400,000 to provide sampling containers and analyze drinking water and groundwater samples for perfluorooctanoic acid (PFOA) and related perfluorinated compounds to assist DES in evaluating the presence of PFOA and related compounds in drinking water sources, effective as of March 9, 2016 through September 30, 2016, upon Governor and Council approval. Funding is 100% Hazardous Waste Cleanup Fund

Funding is available in the account as follows.

03-44-44-444010-5392-102-500731 FY16  
\$400,000  
Dept Of Environmental Services, Hazardous Waste Cleanup Fund, Contracts for Program Services

**EXPLANATION**

This contract with ALS Group USA, Corp. (ALS) is to provide sampling containers and analytical services for PFOA and related perfluorinated compounds to evaluate the presence of these contaminants in drinking water sources in New Hampshire communities. This contract is **SOLE SOURCE** because: (1) ALS is one of the few water quality testing laboratories in the United States that can assess for low concentration (part-per-trillion) of over 20 perfluorinated contaminants; (2) the occurrence and development of concern related to the presence of PFOA in public and private water supplies in Merrimack and Litchfield was reported to DES in early March 2016 and accelerated at a rate that required collection and analysis of water samples on an emergency basis and did not allow adequate time for the development and evaluation of bids for these services; and (3) ALS provided lab services on behalf of the United States Air Force for water samples collected at the Pease Tradeport in 2014 and DES is familiar with quality and timeliness of the services provided by ALS. This contract is **RETROACTIVE** because the recent notification of the detection of PFOA in the Merrimack Village Water District public water supply and the potential link of the PFOA detections to operations at the Saint-Gobain Performance Plastics facility in Merrimack raised immediate public health concerns regarding the nature and extent of PFOA impacts to public and private water supply wells in the vicinity of the Saint-Gobain Performance Plastics facility. On March 9, 2016, DES, on an emergency basis, collected and sent drinking water samples to ALS in response to the detection of PFOA contamination in water samples collected from the Merrimack Village Water District which serves 25,000 people.



Water samples sent to ALS originated from Merrimack Village Water District, private wells in Merrimack and private and public water supply wells in Litchfield. Analytical results received on March 18, 2016 indicated the widespread presence of PFOA in public and private water supplies. The concentrations of PFOA detected exceeded the current EPA interim health advisory and the more conservative health advisory anticipated to be established by EPA in the next few months. The widespread detection of PFOA necessitated the collection and analysis of additional water samples on an expedited basis starting on the weekend of March 19, 2016 to assess the extent of PFOA-impacted water supplies and to identify at risk residents to facilitate timely planning for the interim provision of bottled water and long-term provision of point of entry treatment systems. Additional samples will likely need to be collected from water sources in these communities, as well as additional communities, as the impact of PFOA on New Hampshire water supplies becomes evident.

Based on work previously conducted at the Pease Trade Port, ALS testing services for perfluorinated compounds were identified as the most appropriate and immediately available option for completing the urgent work described above. The \$400,000 is estimated to be sufficient to cover the laboratory costs associated with this effort through September 30, 2016 and is based on the level of effort seen to date and the experience from the Pease Trade Port field testing efforts.

DES is working with Saint-Gobain to obtain reimbursement of expenses related to any releases of PFOA from the Merrimack facility.

We respectfully request your approval.



For Thomas S. Burack, Commissioner

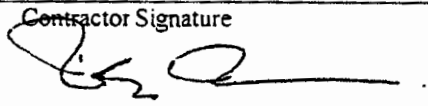
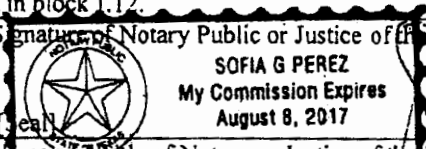
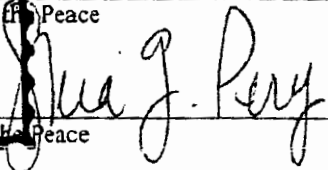
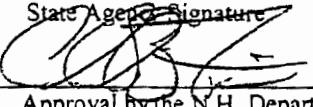
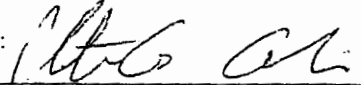
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address PO Box, 29 Hazen Drive Concord, NH 03302	
1.3 Contractor Name ALS Group USA , Corp.		1.4 Contractor Address 10450 Stancliff Road, Suite 210 Houston, Texas 77099	
1.5 Contractor Phone Number 1-360-636-1068	1.6 Account Number 03-44-44-444010-5392-102-500731	1.7 Completion Date September 30, 2016	1.8 Price Limitation \$400,000
1.9 Contracting Officer for State Agency John Regan		1.10 State Agency Telephone Number 603- 271- 3744	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Raj Naran - Group General Manager	
1.13 Acknowledgement: State of <b>TEXAS</b> , County of <b>HARRIS</b> On <b>April 22, 2016</b> , 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  			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature  Date: <b>4/26/16</b>		1.15 Name and Title of State Agency Signatory	
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: <b>4/26/16</b>			
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

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.

EXHIBIT A  
SCOPE OF SERVICES

ALS Group USA, Corp

ALS Group USA, Corp will provide appropriately preserved sample containers and laboratory analytical services for perfluorinated compounds for samples collected from private and public water supply wells. The analytes associated with the analysis shall include:

Perfluorooctanoic acid	PFOA
Perfluoroheptanoic acid	PFHpA
Perfluorohexanoic acid	PFHxA
Perfluorononanoic acid	PFNA
Perfluorodecanoic acid	PFDA
Perfluoroundecanoic acid	PFUnA
Perfluorododecanoic acid	PFDoA
Perfluorobutanoic acid	PFBA
Perfluorotridecanoic acid	PFTTrDA
Perfluorotetradecanoic acid	PFTeDA
Perfluoropentanoic acid	PFPeA
Perfluorooctane sulfonate	PFOS
Perfluorobutane sulfonate	PFBS
Perfluorohexane sulfonate	PFHxS
Perfluorodecane sulfonate	PFDCS
Perfluorooctanesulfonamide	PFOSA
Ethylperfluoro-1-octanesulfonamide	EtFOSA
Methylperfluoro-1-octanesulfonamide	MeFOSA
2-(N-ethylperfluoro-1-octanesulfadmido)-ethanol	EtFOSE
2-(N-methylperfluoro-1-octanesulfadmido)-ethanol	MeFOSE
Propanoic acid, 2,3,3,3-tetrafluoro-2-(heptafluoropropoxy)-, ammoniumsalt	

The reporting limit of the analysis shall be 5 nanograms per liter.

Contractors Initials                     

Date 4-22-16

EXHIBIT B  
PAYMENT TERMS

1. The price per water sample shall be \$325 per sample with a 15 business day turnaround time.
2. The price per water sample shall be \$650 per sample with a 5 day business day turnaround time when requested by the New Hampshire Department of Environmental Services.
3. Sample container and preservatives costs are included in the above specified analytical pricing.
4. Sample container shipping costs shall be invoiced at the rate in effect at the time of shipping by United Parcel Service (UPS) or FedEx Corporation plus a 10% markup.
5. Payment will be made under the following terms:
  - a. Invoices specifying the number of samples analyzed will be submitted bi-weekly for services provided.
  - b. Payment will be made within 30 days of invoice approval.
6. Payment is subject to approval of the NHDES - Waste Management Division Assistant Director.
7. The vendor shall become an authorized data provider with NHDES OneStop and provide all analytical reports in a Microsoft Excel format that is compatible with the NHDES Environmental Monitoring Database (EMD) reporting templates. The EMD Excel reporting templates may be found on the NHDES web site at:  
<http://des.nh.gov/organization/divisions/water/wmb/emd/categories/forms.htm>
8. The tables of analytical reports specified in item 7 above shall be uploaded to EMD within one day of providing the final laboratory data report.
9. 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 vendor on the chain of custody form.

Contractors Initials     *W*      
Date     4-22-16

**CERTIFICATE OF VOTE**  
(Corporation with Seal)

I, Patricia H Davis Secretary/Treasurer of the  
ALS Group USA, Corp, do hereby certify that:

(1) I am the duly elected and acting Secretary/Treasurer of the  
ALS Group USA, Corp, a TEXAS corporation (the  
"Corporation");

(2) I maintain and have custody of and am familiar with the Seal and minute books of the Corporation;

(3) I am duly authorized to issue certificates;

(4) the following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on the

15th day of April, 20 16, which meeting was duly held in accordance with  
TEXAS law and the by-laws of the Corporation:

**RESOLVED:** That this Corporation enter into a contract with the State of New Hampshire, acting by and through the Department of Environmental Services, providing for the performance by the Corporation of certain Laboratory Testing services, and that the President (any Vice President) (and the ~~Treasurer~~ (or any of them acting singly) be and hereby (is) (are) authorized and directed for and on behalf of this Corporation to enter into the said contract with the State and to take any and all such actions and to execute, seal, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) as (she) (he) (any of them) may deem necessary, desirable or appropriate to accomplish the same;

**RESOLVED:** That the signature of any officer of this Corporation affixed to any instrument or document described in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

The forgoing resolutions have not been revoked, annulled or amended in any manner whatsoever, and remain in full force and effect as of the date hereof; and the following person(s) (has) (have) been duly elected and now occupy the office(s) indicated below

Gregory F Kilmister President Name

Raj Naran Vice President Name

Patricia H Davis Secretary/  
Treasurer Name



IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary/Treasurer

of the Corporation and have affixed its corporate seal this 22<sup>nd</sup> day of April, 2016.

Patricia H Davis  
Secretary/Treasurer

(Seal)

STATE OF TEXAS

COUNTY OF HARRIS

On this the 22<sup>nd</sup> day of April, 2016, before me, Taryn Espinosa, the undersigned officer, personally appeared Patricia H Davis, who acknowledge her/himself to be the

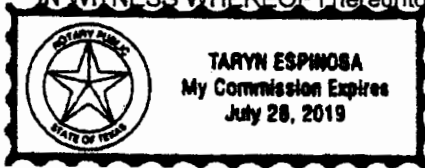
Secretary/Treasurer, of ALS Group USA, Corp, a corporation, and that she/he, as  
(Title) (Name of Corporation)

such Secretary/Treasurer being authorized to do so, executed the foregoing instrument for the  
(Title)

purposes therein contained, by signing the name of the corporation by her/himself as

Patricia H Davis

IN WITNESS WHEREOF I hereunto set my hand and official seal.



Taryn Espinosa  
Notary Public, Justice of the Peace

My Commission expires: July 28, 2019



## INSURER CANCELLATION TERMS

NAMED INSURED: ALS Group 10450 Stancliff Road, Suite 210 Houston, TX 77032	POLICY NO. US00011819LI15A  EFFECTIVE DATE SEE PAGE 1
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**Holder Name: NH DES-Concord-NH.pdf**

**Cancellation Terms:**

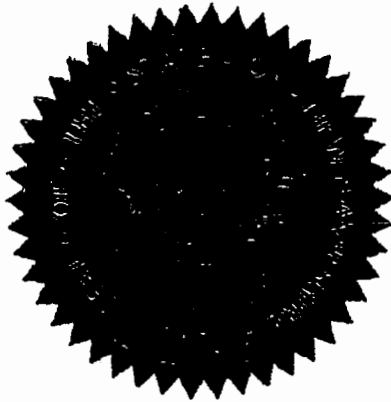
Should any of the above described policies be cancelled before the expiration date thereof, the insurer will send 30 days notice of cancellation to the Certificate Holder, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

**Cancellation Terms Apply to the Following Coverages: General Liability**

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 ALS Group USA, Corp., a(n) Texas corporation, is authorized to transact business in New Hampshire and qualified on April 12, 2016. I further certify that all fees required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 12<sup>th</sup> day of April, A.D. 2016

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State