



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

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.

	<u>FY16</u>
03-44-44-444010-5392-102-500731	\$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.

DES Web Site: www.des.nh.gov

P.O. Box 95, 29 Hazen Drive, Concord, New Hampshire 03302-0095
Telephone: (603) 271-2908 Fax: (603) 271-2181 TDD Access: Relay NH 1-800-735-2964

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

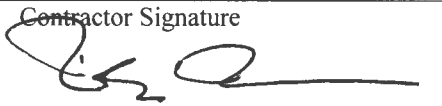
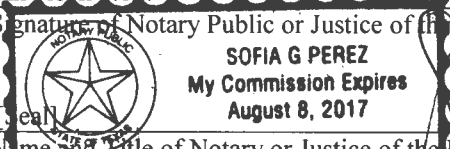
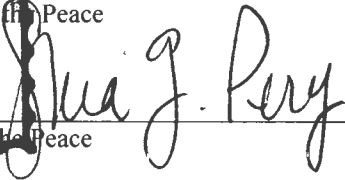
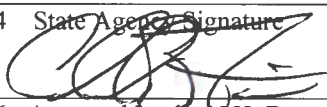
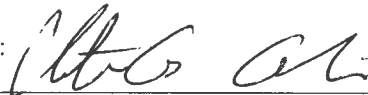
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 TEXAS , County of HARRIS On APRIL 22 2016 , 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: 4/26/16		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: 4/26/16			
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 *AW*
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	PFTTeDA
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 *ku*
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 provided 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
(Corporation Representative Name) (Corporation Representative Title)

ALS Group USA, Corp, do hereby certify that:
(Corporation Name)

(1) I am the duly elected and acting Secretary/Treasurer of the
(Corporation Representative Title)

ALS Group USA, Corp, a TEXAS corporation (the
"Corporation");
(Corporation Name) (State of Incorporation)

(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
(State of Incorporation) 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
(Title)

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

Patricia H Davis
(Title) Secretary/Treasurer

(Seal)

STATE OF TEXAS

COUNTY OF HARRIS

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

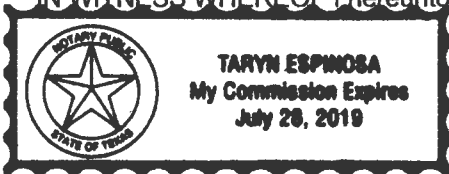
Secretary/Treasurer, of ALS Group USA, Corp, a corporation, and that
she/he, as
(Title) (Name of Corporation)

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



ALSGROU-01

GUPTAPR

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. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: Willis Towers Watson Certificate Center	
	PHONE (A/C, No, Ext): (877) 945-7378	FAX (A/C, No): (888) 467-2378
E-MAIL ADDRESS: certificates@willis.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: XL Insurance America, Inc.		24554
INSURER B: Starr Indemnity & Liability Company		38318
INSURER C:		
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:			US00011819LI15A	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 - COMP/OP AGG \$ 5,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED 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"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			AU00001947LI15A	09/30/2015	09/30/2016	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	N/A	100 0001328	09/30/2015	09/30/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Prof. Indm/ E&O			AU00001947LI15A	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.

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

ADDITIONAL COVERAGE SCHEDULE

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

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:

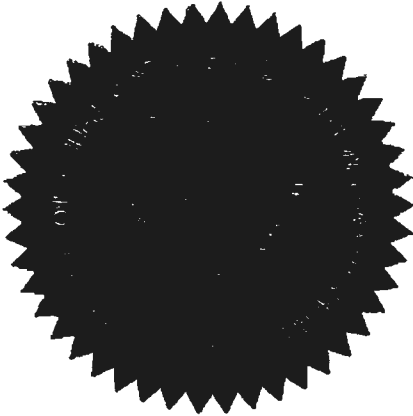
Should any of the above described policies be cancelled before the expiration date thereof, the insurer will send 30 days notice of cancellation to the Certificate Holder, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

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 12th day of April, A.D. 2016

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

William M. Gardner
Secretary of State