



CITY OF GARDEN GROVE OFFICE OF THE CITY CLERK

*Safeguard all official records of the City.
Conduct municipal elections and oversee legislative administration.
Provide reliable, accurate, and timely information to the
City Council, staff, and the general public.*

November 5, 2018

ALS Group USA, Corp
dba ALS Environmental
3337 Michaelson Dr., Suite CN750
Irvine, CA 92612

Attn: Raj Naran

Enclosed is a copy of the Consent to Assignment and Amendment of Professional Services Agreement by and between the City of Garden Grove, Truesdail Laboratories, Inc., and ALS Group USA, Corp. dba ALS Environmental, to provide City chemical analysis of water sample services.

Sincerely,

Teresa Pomeroy, CMC
City Clerk

By: 
Liz Vasquez
Deputy City Clerk

Enclosure

c: Finance Department
Finance Department/Purchasing
Public Works Department

Steven R. Jones
Mayor

Kris Beard
Mayor Pro Tem - District 1

John R. O'Neill
Council Member - District 2

Thu-Ha Nguyen
Council Member - District 3

Patrick Phat Bui
Council Member - District 4

Stephanie Klopfenstein
Council Member - District 5

Kim Bernice Nguyen
Council Member - District 6

**CONSENT TO ASSIGNMENT AND AMENDMENT OF
PROFESSIONAL SERVICES AGREEMENT
Truesdail Laboratories, Inc./ALS Group USA, Corp.**

This Consent to Assignment and Amendment of Consultant Agreement (“Assignment”) is made this 17 day of September, 2018, by and between the CITY OF GARDEN GROVE, a municipal corporation (“City”), TRUESDAIL LABORATORIES, INC. (“Assignor”) and ALS GROUP USA, CORP. d.b.a. ALS ENVIRONMENTAL (“Assignee”) together referred to herein as the “Parties.” The Parties agree as follows:

1. **RECITALS.** This Assignment is made with reference to the following facts and objectives:
 - A. City and Assignor entered into a Professional Services Agreement (“Agreement”) dated May 25, 2017, for Assignor to provide City chemical analysis of water samples services.
 - B. Pursuant to Section VIII of the Agreement, the Agreement may not be assigned or transferred by Assignor without City’s consent.
 - C. Pursuant to Section VII of the Agreement, the Agreement may be modified by written amendment executed by City and Assignor.
 - D. Assignor desires to assign the Agreement to Assignee in connection with its merger with (or acquisition of) Assignee.
2. **ASSIGNMENT OF AGREEMENT.** City approves assignment of the Agreement to Assignee and Assignee hereby assumes all of Assignor’s rights, obligations, and liabilities as “CONSULTANT” under the Agreement.
3. **AMENDMENT REGARDING NOTICE.** Section XIX of the Agreement is amended by replacing the contact information for Notice as follows:

To LABORATORY at:

ALS Group USA, Corp
3337 Michelson Dr.
Suite #CN 750
Irving, CA 92612

4. **EFFECTIVENESS OF THE AGREEMENT.** Other than as expressly amended by this Amendment, all provisions of the Agreement remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

CITY:


CITY OF GARDEN GROVE,
a California municipal corporation


City Manger

ATTEST:


City Clerk

APPROVED AS TO FORM


City Attorney

ASSIGNOR:


TRUESDAIL LABORATORIES, INC.
a California corporation


By: 
Its:  Laboratory Director

By: 
Its: Anthony Fontana Technical Services Manager

ASSIGNEE:

ALS GROUP USA, CORP., d.b.a. ALS
ENVIRONMENTAL
a Texas corporation

By: 
Its: Controller

By: 
Its: Legal Counsel

**RESOLUTIONS
OF THE SOLE DIRECTOR
OF ALS GROUP USA, CORP.**

ALS Group USA, Corp. (the "*Company*") hereby approves, consents to and adopts the recitals and resolutions, attached hereto as Annex A, authorized by the undersigned, being the Sole Director of the Company.

Effective as of the date of the Sole Director's signature unless otherwise specifically provided for in the text of the resolutions.

SOLE DIRECTOR:



Name: Raj Naran
Title: Sole Director
Date: 10/2/2018

ANNEX A

Appointment of Officers for execution of documents in compliance with Matrix and Delegations

WHEREAS, pursuant to the Bylaws of the Company, the Board or, as the case may be, the Sole Director may fill any vacancy occurring in the Company;

WHEREAS, Raj Naran is President of the Company;

WHEREAS, Jim Klippel as Vice-President/General Manager and Benefits Officer of the Company, and Director of Operations; and

WHEREAS, Jason Thomas is Treasurer and Secretary of the Company.

NOW THEREFORE, BE IT RESOLVED, that Raj Naran is President and Sole Director of the Company, Jim Klippel is Vice-President/General Manager and Benefits Officer of the Company, Jason Thomas is Treasurer and Secretary of the Company, to hold such offices from the date hereof and may execute documents on behalf of ALS Group USA, Corp., dba ALS Environmental in their designated capacity as per the Matrix and Delegations Authority of ALS entities.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/28/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Alise Jenkins, JLT Specialty Insurance Services Inc.
INSURED: ALS Group USA, Corp.
INSURER(S) AFFORDING COVERAGE: XL Insurance America Inc., Zurich American Insurance Company, XL Insurance Company SE

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, and Pollution Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Subject always to policy terms, conditions and exclusions the General Liability, Auto Liability
Umbrella/Excess Liability policies includes a Blanket Additional Insured Endorsement but only to the extent of risk and liabilities assumed by the named insured in a signed written contract.

CERTIFICATE HOLDER: City of Garden Grove
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.

**ADDITIONAL REMARKS SCHEDULE**

AGENCY JLT Specialty Insurance Services Inc.		NAMED INSURED ALS Group USA, Corp. 10450 Stancliff Road Suite 210 Houston, TX 77099	
POLICY NUMBER SEE PAGE 1		EFFECTIVE DATE: SEE PAGE 1	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

Description of Operations/Locations/Vehicles:

respects general liability for claims arising from the operations of the named insured as required per written contract or agreement. Insurance coverage includes waiver of subrogation per the attached endorsement(s). **SEE CANCELLATION SECTION** of Certificate for 30 Day Notice of Cancellation /10 Day for Non-Payment of Premium. The liability coverage evidenced herein is on a primary and non-contributory basis for ongoing operations and completed work and subject to all policy terms, conditions and exclusions. The liability coverage policies includes the "ongoing and completed operations " endorsement as required by written contract.

Additional Named Insured's

**ALS Industrial USA, LLC
ALS Group USA, Corp
ALS Maverick Testing Laboratories, Inc
ALS Reservoir Laboratories LLC
ALS Services USA, Corp
ALS USA, Inc.
Ellington and Associates Inc.
ALS Marshfield, LLC
Truesdail Laboratories, Inc**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you are required in a written contract or written agreement to include as an additional insured provided the "Bodily Injury" or "Property Damage" occurs subsequent to the execution of the written contract or written agreement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Reviewed and approved as to insurance language
and/or requirements.

Deirdre M. Jany
Risk Management

10-2-18

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization that you are required in a written contract or written agreement to include as an additional insured provided the "Bodily Injury" or "Property Damage" occurs subsequent to the execution of the written contract or written agreement.	As required per written contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

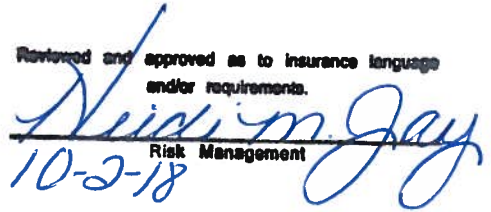
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Reviewed and approved as to insurance language and/or requirements.

 Risk Management
 10-2-18

ENDORSEMENT #06

✓ This endorsement, effective 12:01 a.m., September 30, 2018, forms a part of Policy No. US00011819LI18A issued to ALS Minerals by XL Insurance America, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE CLAUSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

It is agreed that to the extent that insurance is afforded to any Additional Insured under this policy, this insurance shall apply as primary and not contributing with any insurance carried by such Additional Insured, as required by written contract.

All other terms and conditions of this policy remain unchanged.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Any person or organization that you are required in a written contract or written agreement to waive any right of recovery we may have against the person or organization, provided the "Bodily Injury" or "Property Damage" occurs subsequent to the execution of the written contract or written agreement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Reviewed and approved as to insurance language
and/or requirements.

Heidi M. Jay
Risk Management
10-2-18



ZURICH®

Coverage Extension Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 1071598-01 ✓	09/30/2018	09/30/2019		43029340	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form
Motor Carrier Coverage Form**

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs A.1.a. and A.1.b. in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs a.(2) and a.(4) of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

Reviewed and approved as to insurance language and/or requirements.

Neeraj M. Jay
Risk Management
10-2-18

U-CA-424-F CW (04-14)
Page 1 of 6

agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

Reviewed and approved as to insurance language
and/or requirements.

Heidi M. Jay
Risk Management
10-2-18