

## ASSIGNMENT AND ASSUMPTION OF CONTRACT

THIS ASSIGNMENT AND ASSUMPTION OF CONTRACT ("*Assignment*") is entered into by and between Omni-Means, Ltd., a Nevada corporation ("*Assignor*"), and GHD Inc., a California corporation ("*Assignee*") (collectively, the "parties") and effective as of the last date opposite the respective signatures below.

### Recitals

A. Assignor is the Contractor under that certain Professional Services Agreement to provide On-Call Civil Engineering Services for Transportation Projects located in Monterey County, Request for Qualifications (RFQ) #1601, dated September 9, 2016, (the "Services Contract"), by and between Assignor, as Contractor, and the County of Monterey ("County"), which Services Contract engages Assignor to provide professional civil engineering services for the period September 1, 2016 to August 31, 2019.

B. Assignee (as Buyer) and Assignor (as Seller) have entered into that certain Stock Purchase Agreement, dated as of January 31, 2017, (the "Purchase Agreement") pursuant to which Assignor is selling and assigning, and Assignee is purchasing, certain assets of Assignor, including all right, title and interest of Assignor under the Services Contract. Assignee acquired 100% of the issued and outstanding stock of Assignor on January 31, 2017. All of Assignor's staff have been transferred to Assignee. Further, all of Assignee's contracts for professional services are being or have been transferred to Assignee. Through a statutory merger, Assignor will be merged with and into Assignee which will be the surviving corporation. By operation of law, Assignee will retain responsibility for all of Assignor's prior acts. As of the purchase transaction closing date which was January 31, 2017, Assignee was able to add Assignor as an insured under Assignee's professional insurance liability policy with full coverage of prior acts.

C. Pursuant to Paragraph 15.06 of the Services Contract, Assignor is required to give notification to the County and request County's prior written consent in the event that Assignor desires to assign the Services Contract.

D. Subject to the terms and conditions set forth herein, Assignor desires to assign to Assignee all of Assignor's rights, duties, obligations and interest in and to the Services Contract and Assignee desires to accept and assume such rights, duties, obligations and interest from Assignor.

### Agreement

NOW, THEREFORE, in consideration of the foregoing recitals, and the covenants, agreements and indemnities set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby assigns to Assignee all of its rights, duties, obligations, title and interest in and to the Services Contract, effective as of the Closing Date as defined in the Purchase Agreement which was on January 31, 2017 (the "*Closing Date*").

2. Acceptance and Assumption of Assignment. By the execution hereof, Assignee, hereby accepts and assumes, from and after the Closing Date, all of Assignor's rights, duties,

obligations and interest in, to and under the Services Contract and shall perform and be bound by all of the terms, covenants and conditions of Assignor under the Services Contract, to the same extent as though Assignee was the original signatory under the Services Contract.

3. Representation and Warranties of Assignor. Assignor warrants and represents that as of the Closing Date:

a. There are no assignments of or agreements to assign the Services Contract to any other party; and

b. The Services Contract is in full force and effect and no incidents of default exist on the part of Assignor or the County thereunder.

4. Indemnification. Assignee does hereby agree to indemnify, defend and hold harmless Assignor and its directors, shareholders, officers and employees and each of their respective successors and assigns from and against any claims, damages, losses, costs, expenses or other liabilities based upon or arising out of any breach or alleged breach of the Services Contract or out of any other events or incidents connected with the Services Contract occurring or alleged to have occurred from and after the Closing Date. Assignor does hereby agree to indemnify, defend and hold harmless Assignee and its directors, shareholders, officers and employees and each of their respective successors and assigns from and against any claims, damages, losses, costs, expenses or other liabilities, based upon or arising out of any breach or alleged breach of the Services Contract or out of any events or incidents connected with the Services Contract occurring or alleged to have occurred prior to the Closing Date.

5. Notice. All notices, requests, demands, consents, and other communications which are required or may be given under this Agreement (collectively, the “*Notices*”) shall be in writing and shall be given either (a) by personal delivery with a receipted copy of such delivery; (b) by certified or registered United States Postal Service (USPS) mail, return receipt requested, postage prepaid; or (c) by an overnight nationally recognized courier, to the addresses set below each Party’s signature to this Assignment or to such other address of which written notice in accordance with this Section 5 shall have been provided to the other Party hereto. Notices may only be given in the manner hereinabove described in Section 5 and shall be deemed received upon receipt or refusal thereof if by personal delivery; three (3) days after deposit in the USPS mail, or the next business day after deposit with a nationally recognized overnight courier.

6. Authority. Each party hereto represents and warrants that: (a) he or she has full right, power and capacity to execute and deliver this Assignment and by his or her signature shall create a valid and binding obligation of the entity for which such party is signing, enforceable in accordance with its terms; and (b) his or her execution and delivery of this Assignment and the performance of its obligations hereunder will not result in any default under any other agreement, instrument or obligation to which it is a party. Each person executing this Assignment on behalf of a party that is an entity hereunder represents and warrants that he or she is duly authorized to execute and deliver this Assignment on behalf of such party in accordance with the articles or certificate of

incorporation or formation, bylaws, limited liability company agreement, partnership agreement or other governing document of such party.

7. Integration Clause; Severability; No Amendment. This Assignment, including the Exhibits attached hereto, sets forth all the agreements between the parties hereto with respect to the subject matter hereof, and there are no other agreements either oral or written other than as set forth in this Assignment. If any term or provision of this Assignment, or the application thereof, shall be invalid or unenforceable, such provision shall be deemed severed from this Assignment and the remainder of this Assignment, shall not be affected thereby, and each term and provision of this Assignment shall be valid and enforced to the fullest extent permitted by law. This Assignment may only be modified, or a term thereof waived, by a writing signed by an authorized officer of the parties hereto expressly setting forth such modification or waiver.

8. No Waiver. Any failure by either party hereto to comply with any obligation, agreement, covenant, or condition set forth in this Assignment may be expressly waived in writing by the other party hereto. However, any waiver, or failure to insist upon strict compliance with any obligation, agreement, covenant, or condition, shall not operate as a continuing waiver thereof.

9. Governing Law; Consent to Jurisdiction; Enforcement. This Assignment shall be construed and interpreted, and all disputes, claims, and questions arising hereunder shall be determined, in accordance with the laws of the State of California without regard to its conflicts of laws provisions. The parties hereto agree that any legal action or proceeding brought by either party hereto and arising from or in connection with this Assignment or any breach hereunder shall be brought in the California Superior Court for the County of Monterey. In the event that any action is initiated to interpret or enforce any of the terms of this Assignment or to enforce any judgment, the prevailing party shall be entitled to receive from the other party, in addition to damages and injunctive or other relief, reasonable attorneys' fees, costs, and expenses incurred in connection therewith.

10. Binding Effect. This Assignment shall be binding on and inure to the benefit of the parties hereto and their respective successors in interest and assigns, except as provided in this Assignment.

11. Time. Time is of the essence of this Assignment and each and every provision hereof. Any extension of time granted for the performance of any duty under this Assignment shall not be considered an extension of time for the performance of any other duty under this Assignment.

12. Counterparts. This Assignment may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of such counterparts shall be deemed an original hereof.

13. No Party Deemed Drafter. All parties to this Assignment have been represented by legal counsel in the negotiation and preparation of this Assignment. Accordingly, this Assignment has been drafted on the basis of the parties' mutual contributions of language and the Assignment

is not to be construed against any party as being the drafter of this Assignment.


14. Exhibits. Any exhibit attached hereto shall be deemed to have been incorporated herein by reference, with the same force and effect as if fully set forth in the body hereof.



IN WITNESS WHEREOF, the parties hereto have executed this Assignment to be effective as of the Closing Date.

**ASSIGNOR:**

Omni-Means, Ltd.,  
A Nevada Corporation

By:   
(Signature of Chair, President or Vice President)

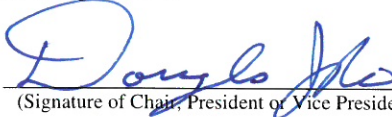
Name: DOUGLAS J. RIES

Title: PRINCIPAL / VICE - PRESIDENT

Date: 4/5/2019

**ASSIGNEE:**

GHD Inc.,  
A California Corporation

By:   
(Signature of Chair, President or Vice President)

Name: DOUGLAS J. RIES

Title: PRINCIPAL / VICE-PRESIDENT

Date: 4/5/2019

By: <SEE ATTACHED RESOLUTION>  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: <SEE ATTACHED RESOLUTION>  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Notice Address:  
669 Pacific Street, Suite A  
San Luis Obispo, California 93401

Notice Address:  
669 Pacific Street, Suite A  
San Luis Obispo, California 93401

**[County's SIGNATURE ONLY ON FOLLOWING PAGE]**

## CONSENT OF THE COUNTY OF MONTEREY

By execution hereof, the undersigned for the County of Monterey referenced above hereby consent to the assignment of the Professional Services Agreement from Assignor to Assignee.

This consent is conditioned upon the following:

\_\_\_\_\_

\_\_\_\_\_

**This consent shall not be deemed a consent to any other assignment.**

County of Monterey

By:

Name:

Michael R. Derr

Title:

Contracts/Purchasing Officer

Date:

4-19-19

Approved as to Form and Legality:

Office of the County Counsel-Risk Management

Charles J. McKee, County Counsel-Risk Manager

By:

Name:

Mary Grace Perry

Title:

Deputy County Counsel

Date:

4-13-2019

**CERTIFIED COPY OF UNANIMOUS WRITTEN CONSENT  
OF THE BOARD OF DIRECTORS OF GHD INC.  
(the "Corporation")**

Pursuant to Section 307(b) of the California Corporations Code and the Bylaws of GHD Inc., a California corporation (the "Corporation"), the undersigned, being all of the directors of the Corporation, by their signatures below, hereby consent to and authorize the following actions by unanimous written consent, without a meeting of the directors:

**1. Prior Acts:**

RESOLVED, that all of the prior actions taken by the officers of the corporation in the name, or for the benefit of this Corporation, are hereby approved, ratified, and confirmed as the actions of this Corporation.

**2. Designation of Executive Officers:**

RESOLVED, that the following persons are elected to the offices appearing opposite their respective names as indicated below, to serve at the pleasure of the board until the next annual meeting of the directors of the Corporation and until their respective successors are duly elected and qualified:

Ashley Wright	Chairman
Iver Skavdal	President
Stephen Quigley	Executive Vice-President
Harry Sturdevant	Executive Vice-President
Michael Moran	Treasurer
J. Duncan Findlay	Secretary
Lindsay Ray	Assistant Secretary

**3. Designation of Vice-Presidents**

RESOLVED, that for purposes of accommodating regional and local client requirements that contracts be executed by an "officer" of the Corporation, all individuals of the Corporation have been designated from time-to-time as a "Principal" by the North American Leadership Team (NALT) are also hereby designated a Vice-President of the corporation, with authority to execute agreements on behalf of the Corporation in that capacity, subject to the Limits of Authority QA100 authorization level applicable to a Principal. The current Vice-Presidents of the Corporation are listed in Schedule A attached hereto.

**4. Designation of Specific Engineers in Responsible Charge:**

WHEREAS, the Corporation provides engineering services in a number of jurisdictions requiring that engineers in responsible charge be designated by specific board resolution, NOW THEREFOR, IT IS HEREBY

RESOLVED, that the following licensed professional engineers who are full-time regular employees of the Corporation are hereby designated to be the engineers in responsible charge of the Corporation's engineering practice as required under applicable state law and engineering board regulations, in the jurisdictions appearing opposite their respective names below, and that the designated engineer in responsible charge, or an engineer under a designated engineer's direct supervision, shall make all engineering decisions pertaining to engineering activities in each such jurisdiction.

**4. Establishment of Job Related Authority Levels:**

RESOLVED, that the job related authority levels established under GHD Group Pty Ltd document QA100, as revised for use in North America and as approved by the North American Leadership Team (NALT), are hereby confirmed as the Corporations job related authority levels for company operations until such time as revised authority levels are established.

The execution of this consent shall constitute a written waiver of any notice required by the California Corporations Code or this Corporation's Articles of Incorporations and Bylaws.

This Board action may be executed in any number of counterparts, all of which taken together shall constitute one instrument. Facsimile or PDF copies of signatures of this action shall be deemed valid and original for all purposes.

**SCHEDULE A****CURRENT VICE-PRESIDENTS OF GHD INC.**

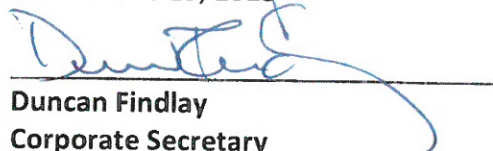
Steven Allen	Phil Baker
Paul Baron	Christopher Benjamin
Douglas Camlin	Scott Crosswell
Alex Culick	Steven Davie
Mark Dockum	Marc Drainville
Jeffrey Gaarder	Kelvin George
Andrew Glitzer	Charles Hahl
Paul Hermann	David Lindow
Vincent Maillard	Anthony Petrocetto
Karen Reinhardt	Daniel Reiter
<b>Douglas Ries</b>	Craig Robinson
Douglas Rollman	Isa Saah
William Silva	Brian Swift
Kamesh Vedula	Gregory Watanabe
Matthew Weber	Theodore Whiton
Matthew Winkelman	Michael Worlton
Seth Yoskowitz	Thor Young

**CERTIFICATE**

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**CERTIFIED** to be a true copy of the Unanimous Written Consent of the Directors GHD Inc. as passed by the directors by unanimous consent on May 3, 2018, which resolution remains in full force and effect, unamended.

Dated: June 15, 2018

  
**Duncan Findlay**  
**Corporate Secretary**

*I have authority to bind the Corporation*



PR = Principals can approve non-standard contracts with value up to \$1.5 million dollars.

AUTHORITY LEVEL MATRIX		North America (USD/CAD)						
Levels are purposely set LOW to ensure DISCUSSIONS occur to ensure the best risk management plans result		Board	CEO	EMG	GM	ECM	PR	PM
Winning Work								
Approval to pursue an opportunity, prepare an offer or to submit an offer (separate approvals are required at each gateway)								
- standard contract and standard risk with a fee value of:		>100m	100m	30m	10m	3m	1.5m	
- non-standard contract and/or higher risk with a fee value of:		>100m	100m	30m	10m	3m	1.5m	
- Construction contracts								
- standard construction contract (PR authority limited to specific individuals designated by GM)					10m	5m	3m	
- non-standard construction contract					10m	1.5m		
- construction contracts up to 60 months - annual gross project revenue		>30m	30m	20m				
Acceptance of the following contract terms:								
- onerous contract terms as per table 2 (standard risk projects) with a fee value of:				>5m	5m	3m	1.5m	
Execution of a Memorandum of Understanding/Cooperation Agreement						All		
Project Delivery		Board	CEO	EMG	GM	ECM	PR	PM
Execution of the following documents (refer note 1):								
- standard contract (no limit to PR authority if no changes from previously approved proposal)					>3m	3m	1.5m	
- higher risk contract					>3m	3m	1.5m	
- standard construction contract (PR authority limited to specific individuals designated by GM)					>3m	3m	1.5m	
- non-standard construction contract					>1.5m	1.5m		
- Subcontracting or subcontract agreement					>1m	1m	500k	50k
- Confidentiality Agreement					All	All		
- Power of Attorney for Proposal or Project					All	All		
- Novation Agreement					All	All		
- Joint Venture Agreement					All	All		
- Other							All	
Approval of payment of invoice for project disbursements								
Single approver permitted						500k	500k	100k
Two approvers required				>500k	>500k	>500k		
Three approvers required					>100k	100k	5k	
Approval of exceedance of project budget by:					>10k	10k		
Approval to hold earned billings from invoice					10m	3m	1.5m	750k
Approval to submit a contract amendment/change order (Cumulative since last approval)				>10m	10m	3m		
Approval to enter into a commercial settlement		>2.5m	2.5m	2.5m	1m	500k		
Approval to issue Credit Note		>2.5m	2.5m	2.5m	250k	100k		
Business Management		Board	CEO	EMG	GM	ECM	PR	PM
Staff management								
Appointment and termination of Staff and salary reviews - Annual salary package limit					>200k	200k		
Engagement and termination of Contract Staff - Value for Contract Period					>200k	200k		
Approval of Expenditure								
Donations and sponsorships (except all political donations require approval by Board)					50k	10k	2k/yr	
Approval to enter into contracts for standard operating costs (refer cl 4.1)					500k			
Authorization of budgeted operating costs (OH travel, training, office supplies, staff amenities)					150k	50k	25k	
Authorization of budgeted Capital Expenditure (non IS)					150k	50k	25k	
Authorization of unbudgeted expenditure (non IS)					50k	20k	5k	
Authorization of expenditure when cumulative expenditure is over budget by					150k	50k		
Execution of Agreements for acquisition of a business (after Board approval)					2m	500k		

Refer Section 4 of QA100 Limits of Authority Supplement for NA

**CERTIFIED COPY OF UNANIMOUS WRITTEN CONSENT  
OF THE BOARD OF DIRECTORS OF OMNI-MEANS, LTD.  
(the "Corporation")**

Pursuant to Section 78.315 (2) of the Nevada Revised Statutes and the Bylaws of the corporation, the undersigned directors, being all of the directors of Omni-Means, Ltd., a Nevada corporation (the "Corporation"), acting by unanimous written consent, hereby adopt the following corporate resolutions and consent to the taking of the actions set forth herein.

**1. Prior Acts:**

RESOLVED, that all of the prior actions taken by the officers of the corporation in the name, or for the benefit of this Corporation, are hereby approved, ratified, and confirmed as the actions of this Corporation.

**2. Election of Officers:**

RESOLVED, that the following persons are elected to the offices appearing opposite their respective names as indicated below, to serve at the pleasure of the board until the next annual meeting of the directors of the Corporation and until their respective successors are duly elected and qualified:

Iver Skavdal	President
Stephen Quigley	Executive Vice-President
Michael Moran	Treasurer
J. Duncan Findlay	Secretary
Lindsay Ray	Assistant Secretary
Doug Ries	Vice-President
Kamesh Vedula	Vice-President

**3. Establishment of Job Related Authority Levels:**

RESOLVED, that the job related authority levels established under GHD Group Pty Ltd document QA100, as revised for use in North America and as approved by the North American Leadership Team (NALT), are hereby confirmed as the Corporations job related authority levels for company operations until such time as revised authority levels are established.

The execution of this consent shall constitute a written waiver of any notice required by the Nevada Revised Statutes or this Corporation's Articles of Incorporations and Bylaws.

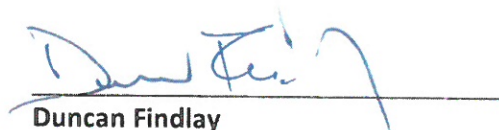
This Board action may be executed in any number of counterparts, all of which taken together shall constitute one instrument. Facsimile or PDF copies of signatures of this action shall be deemed valid and original for all purposes.

#### **CERTIFICATE**

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**CERTIFIED** to be a true copy of the Unanimous Written Consent of the Directors of Omni-Means, Ltd. as passed by the directors by unanimous consent on May 3, 2018, which resolution remains in full force and effect, unamended.

Dated: June 14, 2018



**Duncan Findlay**

**Corporate Secretary**

*I have authority to bind the Corporation*





# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)  
01/29/2019

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

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

<b>PRODUCER</b> Willis of Massachusetts, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C No. Ext):</b> 1-877-945-7378	<b>FAX (A/C No.):</b> 1-888-467-2378
<b>INSURED</b> GHD Inc. 943 Reserve Drive, Ste 100 Roseville, CA 95678 USA	<b>E-MAIL ADDRESS:</b> certificates@willis.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Allied World Assurance Company US Inc	<b>NAIC #</b> 19489
	<b>INSURER B:</b> Zurich American Insurance Company	<b>16535</b>
	<b>INSURER C:</b> Lexington Insurance Company	<b>19437</b>
	<b>INSURER D:</b>	
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES****CERTIFICATE NUMBER:** W9997736**REVISION NUMBER:**

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


INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	0310-4497	12/01/2018	12/01/2019	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
						MED EXP (Any one person) \$ 25,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:					\$
B	<b>AUTOMOBILE LIABILITY</b>	Y	BAP 3757423-03	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
	Coll Ded: 500 Comp Ded: 250					Hired Physical Damag \$ 100000
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR	Y	0310-4498	12/01/2018	12/01/2019	EACH OCCURRENCE \$ 4,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 4,000,000
	DED <input type="checkbox"/> RETENTION \$					\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	Y/N	WC 0380936-03	07/01/2018	07/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability		031710989	12/01/2018	12/01/2019	Each Claim \$1,000,000 Aggregate \$2,000,000

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

RE: Transportation Projects (RFQ#1601). All operations of the Named Insured.

SEE ATTACHED

**CERTIFICATE HOLDER****CANCELLATION**

County of Monterey Contracts/Purchasing Division 168 West Alisal Street, 3rd Floor Salinas, CA 93901	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 

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ACORD 25 (2016/03)

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SR ID: 17464839

BATCH: 1047148

AGENCY CUSTOMER ID: \_\_\_\_\_  
LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis of Massachusetts, Inc.		NAMED INSURED GHD Inc. 943 Reserve Drive, Ste 100 Roseville, CA 95678 USA	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

The County of Monterey, its officers, agents and employees are included as Additional Insureds as respects to General Liability and Auto Liability, where required by contract or agreement.  
General Liability policy shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by Additional Insureds, where required by contract or agreement.  
Waiver of Subrogation applies in favor of Additional Insureds with respects to Workers Compensation, where required by written contract, agreement or permit where permissible by law or statute.  
Excess Liability Follows Form over General Liability, Auto Liability and Employer's Liability.

INSURER AFFORDING COVERAGE: Lexington Insurance Company

NAIC#: 19437

POLICY NUMBER: 031710989      EFF DATE: 12/01/2018      EXP DATE: 12/01/2019

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Professional Liab.	Each Claim/Aggregate:	\$1,000,000

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Person or Organization:**

**Where required by written contract**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**A. Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

**B.** With respect to the insurance afforded to these additional insureds, the following exclusion is added:

**2. Exclusions**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**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

**SCHEDULE**

<b>Name of Person or Organization:</b> <b>Where required by written contract</b>
<b>Location And Description of Completed Operations:</b> <b>Where required by written contract</b>
<b>Additional Premium:</b> <b>N/A</b>

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NON-CONTRIBUTORY**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

Notwithstanding any other provision of this policy to the contrary, the insurance afforded to an additional insured under this policy will be primary to, and non-contributory with, any other insurance available to that person or organization in the event a contract or agreement you enter into requires you to furnish insurance to that person or organization of the type provided by this policy.



## 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 3757423-03	7/1/2018	7/1/2019	7/1/2018		---	---

### 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.

All other terms, conditions, provisions and exclusions of this policy remain the same.

**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

**ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER OF RIGHTS FROM US**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Policy No: WC 0380936-03

Endorsement No.

Insured: GHD Inc.

Premium \$

Insurance Company: Zurich American Insurance Company

Countersigned By Leigha Thomas

WC 00 03 13

(Ed. 4-84)

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