

CITY OF FAIRFIELD

P.O. NUMBER: SC 10305

SHIP TO: Engineering Division
1000 Webster Street
Fairfield CA 94533

VENDOR NO: A5266

SCHEDULED
DELIVERY DATE:

P.O. TYPE: OPEN

VENDOR: HUDSON EXCAVATION
C/O STEVE HUDSON
4325 CORDELIA RD
FAIRFIELD CA 94534-4201

PURCHASING COPY

PURCHASE ORDER

LINE	QUANTITY	UNIT	UNIT PRICE	AMOUNT	DESCRIPTION OF ITEM AND/OR SERVICES ORDERED
1	200,000	EA	1.00	200,000.00	The purchase of goods and services is limited to the currently adjusted maximum unit cost. Please contact the Purchasing Officer for the currently adjusted maximum.
TOTAL:				----- \$200,000.00	
					TERMS: NET 30

AUTHORIZED PURCHASING SIGNATURE:

Wade Brown

DATE

09/01/30

SPECIAL PURCHASE ORDER INSTRUCTIONS:

1. For any information concerning this order contact purchasing division at (707) 428-7596
2. List Purchase Order number on all shipments and invoices.
3. Delivery of merchandise is considered acceptance of unit price as stated.
4. Prices considered F.O.B. Fairfield, CA unless stated otherwise. Freight collect shipments are not accepted.

INVOICE IN TRIPLICATE TO:

CITY OF FAIRFIELD
ACCOUNTS PAYABLE
1000 WEBSTER STREET
FAIRFIELD, CA 94533-4883

The seller hereby affirms that it shall not discriminate against any employee or applicant for employment because of race, color, national origin, religion, sex, physical handicap, or age. Violation of this clause may be cause for refusing to accept delivery of any such goods and/or services from the seller until the seller complies with said provision.

CITY OF FAIRFIELD

P.O. NOUMBER: SC 10305

SHIP TO: Engineering Division
1000 Webster Street
Fairfield CA 94533

VENDOR NO: A5266

SCHEDULED
DELIVERY DATE:

P.O. TYPE: OPEN

VENDOR: HUDSON EXCAVATION
C/O STEVE HUDSON
4653 PACHECO BLVD
MARTINEZ CA 94553-3625



PURCHASING COPY

PURCHASE ORDER

LINE	QUANTITY	UNIT	UNIT PRICE	AMOUNT	DESCRIPTION OF ITEM AND/OR SERVICES ORDERED
1	200,000	EA	1.00	200,000.00	The purchase of goods and services is limited to the currently adjusted maximum unit cost. Please contact the Purchasing Officer for the currently adjusted maximum.
TOTAL:				----- \$200,000.00	
TERMS: NET 30					

AUTHORIZED PURCHASING SIGNATURE:

Wade Brown

DATE 09/01/30

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SC 10305

PUBLIC WORKS DEPARTMENT INTEROFFICE MEMORANDUM

January 5, 2009

A5266

To: Gene Cortright, Director of Public Works

Via: Rick Wood, Assistant Director of Public Works/Utilities *RW*

From: Scott Leland, Water Treatment Manager - *SL*

Subject: Awarding a Service Contract with Hudson Excavation Inc.

Action: Please review and initial each attached one-page contract, then forward to Wade Brown (Purchasing Officer) for signing.

The City's Purchasing Officer has created a new series of open P.O. "Service Contract" accounts such that a streamlined binding contract, certificates of liability, and endorsements are on file for each vendor. The limit for purchasing goods and services could be set at the maximum "not to exceed current unit cost," which is at this time \$22,441.00. These purchases of goods and services could be approved without City Council action, just as open P.O.s could before.

The attached one-page contract will establish a "Service Contract" account with Hudson Excavation Inc. Water Treatment requires the occasional use of construction companies that specialize in underground installations. The City's pump stations and reservoirs have required conduit replacement or improvement construction activities which involved significant and time consuming excavation. Hudson Excavation Inc. is a local vendor with a positive reputation for timely performance. To balance the City's liability requirements with practical considerations to request immediate service, a service contract needs to be established.

BY _____
ENTERED PURCHASING
JAN 14 2009

RECEIVED

JAN 14 2009

CITY OF FAIRFIELD
PURCHASING

CITY OF FAIRFIELD SERVICES AGREEMENT

THIS AGREEMENT is made at Fairfield, California, as of 11/13, 2007⁹ by and between the City of Fairfield ("the CITY") and Hudson Excavation ("SERVICE PROVIDER").

1. SCOPE OF SERVICE

SERVICE PROVIDER agrees to perform the following work: To provide respective services as needed by the requesting department of the City of Fairfield.

2. PAYMENTS

- a. The total contract price for services rendered by SERVICE PROVIDER under this Agreement shall be as specified below:
- b. Payment shall be made to SERVICE PROVIDER on a time and materials basis, and SERVICE PROVIDER shall submit invoices when the installation process is finalized and approved by the site.
- c. Any additional meetings or work required beyond that set forth in Exhibit "A" shall be mutually agreed to by the CITY and SERVICE PROVIDER, and shall be billed on a time and materials basis to the City of Fairfield.

3. INSURANCE

- a. WORKERS' COMPENSATION. During the term of this Agreement, SERVICE PROVIDER shall fully comply with the terms of the law of California concerning workers' compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability SERVICE PROVIDER may have for workers' compensation. Said policy shall also include employer's liability coverage no less than \$1,000,000 per accident for bodily injury or disease.
- b. GENERAL LIABILITY INSURANCE. SERVICE PROVIDER shall obtain at its sole cost and keep in full force and effect during the term of this agreement commercial general liability insurance in the amount of no less than \$1,000,000 per occurrence for bodily injury, personal injury, products and completed operations, and property damage. Said insurance shall provide (1) that the CITY, its officers, agents, employees and volunteers shall be named as additional insureds under the policy, and (2) that the policy shall operate as primary insurance, and (3) that no other insurance effected by the CITY or other named insureds will be called upon to cover a loss covered thereunder.
- c. AUTOMOBILE LIABILITY INSURANCE. SERVICE PROVIDER shall obtain at its sole cost and keep in full force and effect during the term of this agreement automobile liability insurance in the amount of no less than \$1,000,000 per occurrence for bodily injury and property damage. Said insurance shall provide (1) that the CITY, its officers, agents, employees and volunteers shall be named as additional insureds under the policy, and (2) that the policy shall operate as primary insurance, and (3) that no other insurance effected by the CITY or other named insureds will be called upon to cover a loss covered thereunder.
- d. CERTIFICATES OF INSURANCE. SERVICE PROVIDER shall file with CITY'S Department of or the Designee upon the execution of this agreement, certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or nonrenewal will be made during the term of this agreement, without thirty (30) days written notice to the City of Fairfield or the Designee prior to the effective date of such cancellation, or change in coverage.
- e. SERVICE PROVIDER shall file with the City of Fairfield or the Designee concurrent with the execution of this agreement, the City's standard endorsement form (attached hereto) providing for each of the above requirements.

4. INDEMNIFY AND HOLD HARMLESS SERVICE PROVIDER shall indemnify, defend, and hold harmless the CITY, its officers, agents, employees and volunteers from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by the SERVICE PROVIDER or any person directly or indirectly employed by or acting as agent for SERVICE PROVIDER in the performance of this Agreement, including the concurrent or successive passive negligence of the CITY, its officers, agents, employees or volunteers

It is understood that the duty of SERVICE PROVIDER to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

Acceptance of insurance certificates and endorsements required under this Agreement does not relieve SERVICE PROVIDER from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

5. LABOR AND WAGE CODE GUIDELINES

- a. Attention is directed to Section 1777.5 of the Labor Code as it applies to apprenticeship standards
- b. SERVICE PROVIDER, as defined for this agreement, shall pay prevailing wages to the extent required by California Labor Code Section 1771. The general prevailing wage rates for each craft, classification, or type of workman shall be as determined by the Director of Industrial Relations (available online at http://www.dir.ca.gov/DLSR/statistics_research.html) select the appropriate wage decision and then collect the wage decision for Statewide, Northern California and Solano County). A copy of these wage rate determinations are kept on file and are available for review at the Office of the City Engineer located at 1000 Webster Street.
- c. In accordance with the provision of Section 1860 of the California Labor Code, attention is directed to the requirement that in accordance with the provisions of Section 3700 of the California Labor Code, every contractor will be required to secure the payment of compensation of his or her employees.

6. BUSINESS LICENSE. The CONSULTANT shall obtain a business license for work within the City of Fairfield pursuant to Chapter 10B of the Fairfield City Code, with respect to the gross receipts received pursuant to this Agreement. No payments shall be made to any SERVICE PROVIDER until such business license has been obtained, and all fees paid therefore, by the CONSULTANT. Business license applications and information may be obtained from the Finance Department, Fairfield City Hall, 1000 Webster Street, Fairfield, CA 94533-4883, (707)428-7509).

7. CANCELLATION This agreement may be canceled at any time by CITY for its convenience upon written notice to SERVICE PROVIDER; provided, however, that the SERVICE PROVIDER shall be entitled to receive full payment for all services performed and all costs incurred to the date of its receipt of written notice to cease work.

8. COMPLETE AGREEMENT/AMENDMENT This Agreement constitutes the complete agreement between the parties as to the subject matter hereof and may not be amended or changed except by a written agreement signed by both parties.

Hudson Excavation

By:  12/2/08

City of Fairfield, a municipal corporation

By: 

Non Content

INSURANCE CHECKLIST

CONTRACTOR: **Hudson Excavation, Inc.**

DATE OF CONTRACT: 12/02/2008

DEPARTMENT: **PW - WATERMAN TREATMENT PLANT**

NAME: **CINDY FULLER 428.7595 EXT. 104**

DESCRIBE PROJECT-WORK / PO#:

Required?	Type of Insurance	Insurance Company Name and AM Best Rating	AM Best Rating	Policy Number	Expiration Date	Per Occurrence Insurance Limit	Endorsement Form		
							City	Other	Waived
Yes	No								
X	General Liability	Interstate Indemnity Company	A: XV	SGL1001378	07/01/09	1,000,000	✓	✓	
X	Auto Liability	National Union Fire-Pittsburgh	A: XV	CAA4304005	07/01/09	1,000,000		✓	
	Excess Liability								
	Professional Liability								
X	Workers' Compensation	National Union Fire-Pittsburgh	A: XV	WC1095837	07/01/09	1,000,000		✓	
X	Equip Floater BPP	The Hartford Insurance Group		57UUMU05174	07/01/09				

APPROVED: *[Signature]*
 Authorized Risk Management Signature

DATE: 12/20/08

RECEIVED
 CITY OF FAIRFIELD

DEC 16 2008

HUMAN RESOURCES

EDD REPORTING REQUIREMENTS CHECKLIST

As per SB 542 (Burton/Schiff 09-27-1999), effective January 1, 2001, the State Employment Development Department (EDD) requires the following:

Please complete the following: (To be completed by the department)

Department/Division: Public Works/Water Treatment Date of Contract: _____

Authorized by Res. No.: _____ Contract Expiration Date: _____

Person Reviewing EDD Requirements: _____ Phone: _____

EDD REPORTING REQUIREMENTS. When CITY executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, the CONSULTANT who is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation, or other form of organization shall provide the following information to CITY to comply with EDD reporting requirements.

- A. If CONSULTANT is doing business as a sole proprietorship, then CONSULTANT shall provide the full name, address, social security number, and home/business phone number.
- B. If CONSULTANT is doing business as other than a sole proprietorship, then CONSULTANT shall provide CONSULTANT's business/organization name, address, federal tax identification number, and business/organization phone number.

Dear Contracting Company:

Pursuant to your contract with the above-mentioned City of Fairfield Department, we require you to complete Box 1 AND Box 2 below. Please indicate the type of business and provide the information requested:

Box 1

NAME AND ADDRESS	
FULL NAME	HUDSON EXCAVATION, INC.
ADDRESS	4325 Cordelia Road
CITY, STATE, ZIP	Fairfield, CA 94534
PHONE NUMBER	(707) 864-9685

Box 2

✓ BOX	TYPE OF BUSINESS	SSN/TIN	SOCIAL SECURITY NUMBER AND/OR FEDERAL ID NUMBER
<input type="checkbox"/>	SOLE PROPRIETORSHIP	SSN only	<i>Name is box 1 must match SSN</i>
<input type="checkbox"/>	PARTNERSHIP	TIN	
<input type="checkbox"/>	LIMITED LIABILITY PARTNERSHIP	TIN	
<input checked="" type="checkbox"/>	CORPORATION	TIN	94-3289373
<input type="checkbox"/>	LIMITED LIABILITY CORPORATION	TIN	
<input type="checkbox"/>	NON-PROFIT CORPORATION	TIN	
<input type="checkbox"/>	OTHER FORM OF ORGANIZATION	TIN	

PLEASE RETURN THIS FORM WITH THE SIGNED CONTRACT TO THE CITY OF FAIRFIELD

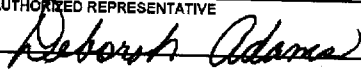
ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID DA HUDSO-2	DATE (MM/DD/YYYY) 12/03/08
PRODUCER Crist, Fritschi & Paterson Inc 266 Grand Avenue, Suite 230 Oakland CA 94610 Phone: 510-451-6000 Fax: 510-451-4203		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW	
INSURED Hudson Excavation Inc 4325 Cordelia Rd Fairfield CA 94534		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Interstate Indemnity Company	
		INSURER B: National Union Fire-Pittsburgh	
		INSURER C: National Union Fire-Pittsburgh	
		INSURER D: The Hartford Insurance Group	
		INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab	SGL1001378 SIR DEDUCTIBLE: NIL	07/01/08	07/01/09	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000	
		GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	CA4304005	07/01/08	07/01/09	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO					AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC1095837	07/01/08
D		Equipment Floater	57UUMUO5174	07/01/08	07/01/09	Rented \$150,000	
D		BPP	57UUMUO5174	07/01/08	07/01/09	Special \$320,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 The City of Fairfield, its officers, employees, agents and volunteers are named as additional insured as respect General Liability per attached form CG2010 1185. Insurance is Primary and NonContributory -Form ICB8001 04-05. Waiver of Subrogation Applies - Form CG2404 1093 and WC Waiver of Subrogation #WC040361. *10 Day NOC Due to NonPayment of Premium Due.

CERTIFICATE HOLDER CITYFAI City of Fairfield City Hall 1000 Webster Street Fairfield CA 94533	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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**CITY OF FAIRFIELD
INSURANCE POLICY ENDORSEMENT**

NAMED INSURED: Hudson Excavation, Inc.
POLICY NUMBER: SGL1001378
ENDORSEMENT EFFECTIVE DATE: 12/2/08
INSURANCE COMPANY NAME: Interstate Indemnity Company
PROJECT DESCRIPTION: _____

ADDITIONAL INSURED

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE CITY OF FAIRFIELD, ITS OFFICERS, EMPLOYEES, AGENTS, AND VOLUNTEERS ARE NAMED AS ADDITIONAL INSUREDS.

PRIMARY INSURANCE

IT IS FURTHER UNDERSTOOD AND AGREED THAT THE INSURANCE AFFORDED BY THIS POLICY SHALL BE CONSIDERED PRIMARY INSURANCE AS RESPECTS ANY OTHER VALID AND COLLECTIBLE INSURANCE THE CITY OF FAIRFIELD MAY POSSESS, INCLUDING ANY SELF INSURED RETENTION THE CITY MAY HAVE, AND ANY OTHER INSURANCE THE CITY DOES POSSESS SHALL BE CONSIDERED NON-CONTRIBUTORY ONLY.

CANCELLATION CLAUSE

THIRTY (30) DAYS WRITTEN NOTICE OF CANCELLATION (TEN DAYS IN CASE OF NON-PAYMENT OF PREMIUM) SHALL BE GIVEN TO THE CITY OF FAIRFIELD IN THE EVENT OF CANCELLATION AND/OR REDUCTION IN COVERAGE OF ANY NATURE. SUCH NOTICE SHALL BE SENT TO:

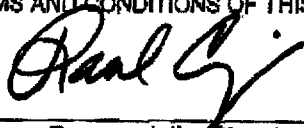
**CITY OF FAIRFIELD
CITY HALL
1000 WEBSTER STREET
FAIRFIELD, GA 94533**

THIS PARAGRAPH SUPERCEDES THE CANCELLATION CLAUSE IN THE CERTIFICATE OF INSURANCE.

SEVERABILITY OF INTEREST

THIS INSURANCE SHALL ACT FOR EACH INSURED AND ADDITIONAL INSURED AS THOUGH A SEPARATE POLICY HAD BEEN WRITTEN FOR EACH. THIS, HOWEVER, WILL NOT ACT TO INCREASE THE LIMIT OF LIABILITY OF THE INSURING COMPANY.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN THE SAME.



Authorized Insurance Representative Signature and Date

Print Name of Representative: Paul Coupin

POLICY NUMBER: SGL 1001378

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.

Applies to Commercial Operations Only.

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

WHO IS AN INSURED (Section II) 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" for that insured by or for you.

POLICY NUMBER: SGL 1001378

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

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 Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.	Applies to Residential Operations Only.
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:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

In the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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 location 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.

POLICY NUMBER: SGL 1001378

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEFINITION OF "RESIDENTIAL"

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION V – DEFINITIONS is amended to include the following:

"Residential" means single-family dwelling, "condominium, townhome or multi-family dwelling."

"Condominium, townhome or multi-family dwelling" means a unit of residential real property in a multi-unit residential building or project where each unit is separately owned and titled.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT #

This endorsement, effective 12/01 A.M. forms a part of Policy No. CA4304005 issued to Hudson Excavation, Inc. by American Home Assurance

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

*Any person or organization for whom you are contractually bound to provide Additional Insured status but only to the extent of such person or organization's liability arising out of the use of a covered "auto".

I. SECTION II - LIABILITY COVERAGE, A. Coverage, 1. - Who is insured, is amended to add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.


 AUTHORIZED REPRESENTATIVE

AMENDMENT OF OTHER INSURANCE CONDITION - PRIMARY INSURANCE FOR AUTOMATIC STATUS ADDITIONAL INSURED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

If required under a written "insured contract" with you, paragraph a. Primary Insurance in SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance is amended by adding the following paragraph:

Notwithstanding the foregoing, the insurance afforded to any person or organization who has been added to this policy by an Automatic Status Additional Insured Endorsement is primary and non-contributory insurance, but only as respects "bodily injury" or "property damage" liability arising out of "your work" performed after the effective date of this policy under a written contract between you and such person or organization that requires you to maintain primary and non-contributory insurance and to include such person or organization as an additional insured thereunder.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

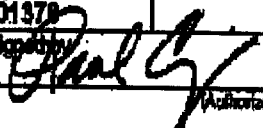
CG 24 04 10 03

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement effective	12:01 A.M. standard time	Policy No. BGL1001378
Named insured	Hudson Excavation, Inc.	Courtesy  (Authorized Representative)

SCHEDULE

Name of Person or Organization: Any person or organization when you and each person or organization have agreed in writing in a contract or agreement that you will waive any right of recovery against each person or organization.

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

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV—COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

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.

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM

forms a part of Policy No. **WC1095837**

issued to **Hudson Excavation, Inc.**

By **National Union Fire Insurance**

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be _____ % of the total estimated workers compensation premium for this policy.

WC 04 83 61
(Ed. 11-88)

Countersigned by _____



Authorized Representative

BUSINESS LICENSE

BUSINESS LICENSE OFFICE
1000 WEBSTER STREET
FAIRFIELD, CA 94533-4883
(707) 428-7509

CITY OF FAIRFIELD

2008

EXPIRATION DATE: 12/31/2008

APPLICATION #: 02000484

LIC #: 02000484

TRADE CAT: 1794

CORPORATE OR
OWNER'S NAME BUSINESS
ADDRESS HUDSON EXCAVATION
4325 CORDELIA RD
FAIRFIELD CA 94534

BUSINESS NAME MAILING
ADDRESS HUDSON EXCAVATION
4325 CORDELIA RD
FAIRFIELD CA 94534-4201

TO BE DISPLAYED AT
YOUR PLACE OF BUSINESS

THE CITY OF FAIRFIELD MUNICIPAL CODE
REQUIRES ALL BUSINESSES TO PAY A
BUSINESS TAX. ALL BUSINESSES ARE
REQUIRED TO COMPLY WITH ALL CITY CODES.

POST IN A CONSPICUOUS PLACE.

"THIS LICENSE IS ISSUED WITHOUT VERIFICATION THE LICENSEE IS SUBJECT TO OR EXEMPT FROM LICENSING BY THE STATE OF CALIFORNIA."