

GENERAL ENGINEERING CONTRACTOR CA LIC #754230

P. O. Box 491660 Redding, CA 96049-1660 Phone

| | | (530) 222-0810 Fax (530) 222-4908 | |
|-----------|--|---|--|
| To: | | All Owner Operators / Sub Haulers Heidi@smci-const.com | |
| Re: | | 2021 SubhaulAgreement | |
| IF THE FO | LLOWING | REQUIREMENTS ARE NOT MET OR INSURANCE IS NOT CURRENT, YOU WILL BE REMOVED FROM THE | |
| ACTIVE SU | BHAUL L | IST AND ANY PENDING PAYMENTS TO YOU WILL BE HELD | |
| | Subha | uler Agreement | |
| | Copy | of Driver's License | |
| | Drug 8 | & Alcohol Testing: | |
| | 0 | Authorization to Release Information of Drug Testing Results | |
| | 0 | A copy of your current Certificate of Enrollment from your drug consortium | |
| | Motor | Carrier Permit: | |
| | 0 | Copy of your current Motor Carrier of Property Permit | |
| | 0 | Motor Carrier of Property Certificate of Compliance (CHP 809) form | |
| | | rnia Air Resources Board (CARB) Compliance Certificate | |
| | Califor | rnia DOT Truck Owner-Operator Certification of Ownership (Form CEM-2510) | |
| | 0 | If you are an Owner Operator: I need an copy of your truck registration | |
| | 0 | If you lease your truck complete and sign Section 3 of Form CEM-2510 and | |
| | | include a copy of your Lease Agreement | |
| Ц | | rm W-9 | |
| Ц | Your company must be registered with California Department of Industrial Relations as a public | | |
| | | contractor. | |
| | 0 | Information may be obtained here: http://www.dir.ca.gov/Public-Works/Contractors.html | |
| | 0 | Per the Department of Industrial Relations, trucking companies that haul materials onsite | |
| | | or to a designated off-site location are considered subcontractors and must register. | |
| ш | Insura | | |
| | 0 | Certification of General Liability insurance coverage | |
| | | List Steve Manning Construction, Inc. as an additional insured | |
| | | Combined single limits of \$1,000,000 minimum Certificate of Automobile Insurance | |
| | 0 | | |
| | 0 | Certificate of Workers' Compensation Insurance | |
| | | (If subhauler employs drivers) Signed Waiver of Worker's Compensation Insurance | |
| | 0 | (If subhauler is strictly an owner-operator) | |
| | If you | have employees: I will need certified payrolls for any onsite hauls or off-hauls. | |
| _ | ii you | have employees. I will need certified paylons for any offsite fladis of off-fladis. | |
| Please | note: v | your check will be issued to the name on your Form W-9. | |
| | _ | atures are required | |
| _ | _ | ny questions please call (530) 222-0810. | |

Thank you,

Heidi Hall Accounts Payable



GENERAL ENGINEERING CONTRACTOR CA LIC #754230

2021 Subhaul Trucking Agreement

Between

Steve Manning Construction, Inc.

P.O. Box 491660 Redding, California 96049 Phone: (530) 222-0810 Fax: (530) 222-4908

| And | (Hereinafter called Subhauler) | |
|---------------------------------|--------------------------------|------------------|
| Address | | |
| Home or office phone | Fax | Cell phone |
| E-mail address | | |
| DIR Public Works Registration # | | Expiration Date: |
| CA Motor Carrier Permit No.: | Expiration Date: | |
| USDOT Permit No.: | _ | Expiration Date: |
| **Durvide a convert Mark | tar Carriar Darmit | ** |

General Agreement

Steve Manning Construction, Inc. (hereinafter called SMCI) desires to enter into an agreement to engage Subhauler, as an Independent Contractor, for the purpose of transporting sand, gravel, asphalt, dirt, debris, water, construction equipment and similar construction materials. Subhauler desires to contract with SMCI to transport said commodities.

For the purpose of this agreement, movement of property transported by Subhauler for SMCI will be required to be made under Subhauler's operating authority granted by the California Department of Motor Vehicles and/or the Federal Motor Carrier Safety Administration. In no event will Subhauler make shipments under SMCI's name or authority under the terms of this agreement.

Subhauler is engaged in the trucking business and is fully familiar with the trucking services to be provided and the conditions under which the work is to be performed. Subhauler has the title to the motor vehicle(s) and trailer(s) described in the equipment schedule attached to this agreement, or has the right to exclusive use of the described

^{**}Provide a copy of your current Motor Carrier Permit**

^{**}Provide a copy of your CARB compliance certificate**

equipment, or has lawful use of this equipment. Subhauler is the holder of all city, county, state, or federal certificates, permits, registrations, authorizations and licenses that are required or necessary for the conduct of business and the performance of services under the terms of this agreement. Subhauler will continue to hold such certificates, permits, registrations, authorizations and licenses in full force and effect at all times while providing services under the terms of this agreement. Subhauler is fully familiar with the transportation safety regulations promulgated in the California Vehicle Code (hereinafter called CVC), Title 13 of the California Code of Regulations (hereinafter called CCR 13) and Title 49 of the Code of Federal Regulations (hereinafter called CFR 49) that are applicable to transportation services provided to SMCI by Subhauler under the terms of this agreement, and agrees to remain in compliance with said regulations at all times while providing services for SMCI under the terms of this agreement.

Therefore, in consideration of the mutual promises and agreements set forth in this agreement, SMCI and Subhauler agree as follows.

Relationship of Parties

It is the express intent of the parties hereto that Subhauler is an independent contractor, and not an employee, lessee, agent, joint venture, or partner of SMCI for any purpose whatsoever. This agreement is intended by the parties to create the relationship of Shipper and independent contractor, not an employer-employee relationship. Neither Subhauler nor its employees shall be considered employees of SMCI at any time under any circumstances, or for any purpose. Neither party is the agent of the other, and neither party shall have the right to bind the other by contract or otherwise, except as herein specifically provided in this agreement. SMCI shall have no right to, and shall not, control the manner or prescribed method of accomplishing those services that shall be contracted to and performed by the Subhauler pursuant to this agreement. The general public and all governmental agencies regulating such activity shall be considered so informed.

The provisions of this agreement that reserve ultimate authority of SMCI have been entered into solely to achieve compliance with federal and state laws, rules and interpretations thereof. None of the provisions of this agreement shall be interpreted as creating or establishing a employer-employee relationship between SMCI and Subhauler, or between SMCI and any driver, agent, servant, or other employee of Subhauler.

Under this agreement, nothing shall prevent SMCI from entering into similar agreements with other Subhauler's, nor shall Subhauler be prevented from performing work under agreements or contracts with other parties.

Subhauler shall have the right to refuse haul shipments offered by SMCI. Subhauler is not required to devote exclusive services to SMCI, and shall have the right to perform services for others. Nothing in this agreement shall be construed as an obligation by SMCI to provide any specific quantity of loads or volume of freight to Subhauler.

Subhauler's Employees

Subhauler shall furnish at its own discretion, selection, and expense any labor required incident to the operation of Subhauler's equipment and the pickup, packing, loading, unloading, assembling, disassembling, delivery, and documentation of shipments in performance of services under this agreement.

Subhauler shall assign only properly licensed, qualified employees to perform services for Subhauler under the terms of this agreement. Subhauler shall not assign improperly licensed, unlicensed, or disqualified employees to perform services for Subhauler under the terms of this agreement.

Subhauler shall be solely responsible for the direction and control of its employees, agents and servants, if any, performing labor for the Subhauler under this agreement. Subhauler shall be responsible for their selection, hiring, terminating, supervision, work assignment, and direction. Subhauler shall be responsible for the setting of wages, hours, working conditions, and for addressing its employee's grievances. Subhauler shall determine the method, means, and manner of the performance of the work of its employees, agents, and servants, if any and their performance pursuant to this agreement.

SMCI shall neither have, nor exercise, disciplinary authority or control over Subhauler's employees. SMCI shall have no authority to supervise Subhauler's employees in the performance of their work for Subhauler, and shall have no authority or right to select, approve, hire, terminate, or discipline any of Subhauler's employees.

Subhauler assumes full and sole responsibility for the payment of all wages, benefits and expenses of its employees, agents, or servants, if any, and for all state and federal income tax withholding, unemployment insurance, Social Security taxes, or other taxes or withholdings as to all persons employed by Subhauler in the performance of services under this agreement. Subhauler shall be responsible for meeting and fulfilling the requirements of all regulations now or hereafter prescribed by legally constituting authority with respect hereto.

SMCI shall not be responsible for the wages, benefits or expenses due Subhauler's employees, agents, or servants. SMCI is not authorized to withhold state or federal income taxes, Social Security taxes, unemployment insurance taxes, or other local state or federal tax on behalf of Subhauler or Subhauler's employees. Subhauler shall indemnify, save, and hold harmless SMCI from any and all liability SMCI may incur by Subhauler's failure to comply with the terms of this paragraph.

Subhauler assumes all responsibility for maintaining adequate worker's compensation insurance coverage for itself and all employees, agents, or servants whom Subhauler employs in the performance of services under the terms of this agreement. Subhauler shall provide SMCI with appropriate evidence of said coverage by which SMCI will receive thirty (30) days' notice of cancelation or change in coverage. Subhauler agrees to indemnify and hold SMCI harmless from any and all liability, including but not limited to attorney's fees, imposed or claimed, arising out of any injury, disability or death of any person who performs services under this agreement.

Subhauler agrees, upon reasonable request by SMCI, to provide SMCI with a list of all driver employees covered by Subhauler's worker's compensation insurance policy.

In the event that a court or tribunal of competent jurisdiction enforces any judgment against SMCI for any labor costs resulting from an employment relationship of employees, agents, or contractors of Subhauler, Subhauler agrees to indemnify SMCI against any costs arising out of such judgment.

Therefore, in consideration of the above sections (Relationship of Parties and Subhauler's Employees) of this agreement, SMCI and Subhauler agree that Subhauler is properly considered Employer of its drivers in accordance with federal law (49 CFR 382.107) when Subhauler is providing transportation service for SMCI under the terms of this agreement. All governmental agencies regulating such activity shall be considered so informed.

Scope of Operations

This agreement is between SMCI and the Subhauler. Subhauler shall not have the right to assign any of its rights or delegate any of its duties without express prior written consent of SMCI. Any assignment or delegation not authorized in writing by SMCI shall be void and shall constitute default by Subhauler.

SMCI or their representative will contact Subhauler when loads are available. In the event SMCI makes available to Subhauler, SMCI shall notify Subhauler of material to be transported and of the time and location to load same, all within a reasonable time prior to the required delivery time. Therefore, Subhauler will, without delay, cause said material to be transported to the place designated by SMCI or by SMCI's representative.

This agreement shall not be construed as an agreement by SMCI to furnish any specific amount of goods, materials, or loads for transportation by Subhauler in any particular time or place.

Subhauler shall perform transportation and related services as may be necessary to serve SMCl's customers and to protect customers' cargo against loss and damage. Such services shall conform to the requirements imposed by SMCl under the terms of this agreement and to the requirements of SMCl's customers.

Subhauler warrants that the equipment listed on the attached equipment schedule is properly licensed and/or permitted for operation in the State of California while providing service for SMCI under the terms of this agreement, and that licensing conditions and safety requirements set forth by governing agencies that may be applicable for continued legal operation of equipment shall be followed. Subhauler shall not obligate SMCI for payment of any expense associated with licensing of Subhauler's equipment.

Subhauler shall be responsible for all costs and expenses incident to its performance of services under this agreement, including all operating and maintenance costs for the equipment provided by Subhauler in said performance, including fuel and oil, special permits, all detention and accessorial services, gross revenue taxes, road taxes, tolls and ferries, equipment use fees or taxes, base plates, and any other tax, fine, or fee imposed or assessed

against the equipment, cargo or carrier by any state or federal authority as a result of action by Subhauler or the employees, agents, or servants of Subhauler in performance of services under the terms of this agreement.

Subhauler shall be responsible for cargo hauled for SMCI under the terms of this agreement and shall obtain and deliver to SMCI a duly receipted document covering such shipments transported. It shall be the Subhauler's responsibility to obtain complete bills of lading, to produce the necessary signatures, and to deliver or mail all properly completed paperwork to SMCI prior to the due date for the payment cycle.

Safety

Subhauler shall comply fully with all laws, orders, citations, rules, regulations, standards and statutes with respect to safety. Subhauler accepts sole responsibility for the safety of its employees, if any and agrees and intends to perform service for SMCI under terms of this agreement in good faith, and in a safe, responsible and lawful manner.

Subhauler shall ensure that all vehicles used by Subhauler to provide work covered by this agreement are in safe operation condition and that they are operated in compliance with all provisions of federal and state laws and regulations where applicable, with CVC (including the California Highway Patrol Biennial Inspection of Terminal (CHP BIT) program and the DMV pull notice program), with CCR 13, and CFR 49.

Subhauler shall ensure that all drivers operating Subhauler's equipment are properly licensed and qualified in accordance with CVC, CCR 13, and CFR 49. It will be the responsibility of the Subhauler to comply with all requirements set forth by OSHA, CAL-OSHA, MSHA, FHWA, CARB, Cal-Trans, or any other governmental agency's requirements for personal protective equipment (PPE) in the performance of services under this agreement.

Performance

Performance is the essence of this agreement. Insofar as practical, SMCI shall provide Subhauler with reasonable scheduling information, and Subhauler shall conform to schedules provided by SMCI. Subhauler agrees to begin work promptly as scheduled and as requested by SMCI, to perform diligently, in a safe manner, in good faith and in full cooperation with SMCI and with SMCI's customers, and to complete the work requested by SMCI. Failure to maintain the performance standard herein set forth shall give SMCI the right to terminate this agreement in the interest of protecting its reputation for provision of safe and reliable transportation to its customers.

Compliance with Law

Subhauler is responsible for complying with all applicable laws, rules, regulations, ordinances, and other requirements imposed by federal, state, county, or municipal government authority in the conduct of its business. Subhauler is responsible for ensuring that its employees are in compliance with all laws, rules, regulations, ordinances, and other requirements imposed by federal, state, county, or municipal government authority in the conduct of business.

Subhauler shall indemnify and hold SMCI harmless from Subhauler's violation of any applicable laws, rules, regulations, ordinances, and other requirements imposed by federal, state, county or municipal government authority. Upon failure of Subhauler to fulfill the requirements imposed by law, SMCI may reduce Subhauler's compensation in any reasonable amount necessary to offset SMCI's loss and expense, if any, arising out of such default, or may immediately terminate this agreement, or both.

SMCI shall have no obligation or responsibility to Subhauler of Subhauler's employees, agents, or servants for any fine, cost, penalty, monetary or otherwise, arising out of Subhauler or Subhauler's employees violation of any law, rule, ordinance, or regulation of any and all governmental authority while providing service for SMCI under the terms of this agreement.

If Subhauler's operating authority is suspended or revoked by DMV, CHP, and/or FMCSA during the time this agreement is in effective, Subhauler shall immediately notify SMCI. This agreement shall then be considered breached, and shall be immediately terminated by SMCI.

SMCI shall in no way be liable for any damage that may occur to Subhauler's equipment used in the performance of services under this agreement. Subhauler shall indemnify and hold SMCI harmless against any and all liability, including attorney's fees and costs, imposed or claimed to be imposed upon SMCI arising directly or indirectly with

the failure of Subhauler or Subhauler's employees, agents, servants, or representatives to comply with the provisions of this agreement.

Subhauler shall indemnify and hold SMCI harmless against any and all liability, including attorney's fees and costs, imposed or claimed to be imposed upon SMCI arising directly or indirectly from the injury to or death of persons, from damage to property, from cargo damage, theft, or loss caused by or in connection with Subhauler's performance of service under the agreement.

Subhauler shall pay any and all judgments rendered in connection with such injuries, death, claims, loss or damage. In the event of such claim, SMCI shall have the right to withhold payments of any sums due Subhauler until such claim has been settled or until SMCI shall be reasonably satisfied that Subhauler has sufficient insurance to cover said claim.

California Air Resources Board (CARB) Compliance

Subhauler shall provide SMCI with a current certificate of compliance from California Air Resources Board (CARB).

If the fleet or truck owner does not report to the ARB because they are complying with the engine model year schedules, then the owner must provide other documentation to demonstrate that their fleet complies with the regulation. The Subhauler must provide SMCI a written statement from the owner that verifies that they are aware of the Truck and Bus regulation (Title 13, California Code of Regulations, Section 2025) and engine model year and PM filter information about their trucks to demonstrate compliance with the engine model year schedules.

If SMCI becomes aware that one or more vehicles in the Subhauler's fleet do not comply with CARB regulations, this agreement will immediately be terminated. See "Termination of Agreement" on the next page of this agreement.

California Department of Industrial Relations (DIR) Public Works Contractor Registration

Subhauler must be registered with California Department of Industrial Relations as a Public Works Contractor before performing any work on any projects for Steve Manning Construction, Inc.

If your DIR Public Works Contractor Registration is revoked or expires your truck(s) will immediately be removed from our project and this contract may be terminated.

Insurance

Subhauler agrees to carry appropriate trucker's liability insurance coverage for all equipment operated by Subhauler. Such coverage shall be in a minimum amount of one million (\$1,000,000) combined single limit for bodily injury and property damage per occurrence. Subhauler agrees to name SMCI as an additional insured to said insurance policy. An additional insured endorsement must be received by SMCI prior to Subhauler performing work for SMCI.

Subhauler shall agree to carry, at his sole cost and expense, property damage and public liability insurance on equipment at all times. Limits shall fall within State of California Department of Motor Vehicle required minimums or higher amounts in compliance with state laws and regulations. Subhauler agrees to indemnify SMCI against loss, theft, or damage of cargo arising out of actions of Subhauler or its agents or employees. Subhauler agrees that SMCI may deduct costs of such incurred losses from compensation due Subhauler.

Subhauler shall provide unidentified trailer liability insurance for any trailer used while performing service for SMCI under this agreement. Unidentified trailer liability insurance obtained by Subhauler shall cover both unidentified semi - trailers and unidentified pull trailers. Subhauler agrees to name SMCI as an additional insured to said insurance policy. An additional insured endorsement must be received by SMCI prior to Subhauler performing work for SMCI.

Subhauler assumes all responsibility for maintaining adequate worker's compensation insurance coverage for itself and all employees, agents, or servants whom Subhauler employs in the performance of services under the terms of this agreement. Subhauler shall provide SMCI with appropriate evidence of said coverage by which SMCI will receive thirty (30) days' notice of cancelation or change in coverage. Subhauler agrees to indemnify and hold SMCI harmless from any and all liability, including but not limited to attorney's fees, imposed or claimed, arising out of any injury, disability or death of any person who performs services under this agreement.

Payment for Services

Subhauler shall prepare a statement or invoice and submit it to SMCI, along with a copy of the signed shipping documents by the Fifth (5th) and Twentieth (20th) of the month per the following billing payment schedule. SMCI will prepare a statement that reflects all bills of lading received prior to the Fifth (5th) and the Twentieth (20th) for services performed by Subhauler under the terms of this agreement. Said statement shall be binding on the Subhauler, unless written notice of any discrepancy is provided to SMCI within fifteen (15) days of receipt of statement. Failure of Subhauler to notify SMCI of any discrepancy within fifteen (15) days of receiving statement shall constitute a waiver by Subhauler of any legal alleged underpayment or overpayment.

SMCI will compensate Subhauler for services performed under this agreement in an amount equal to the "pay rate" agreed to between SMCI and Subhauler, less any applicable deductions. The "pay rate" is the rate (per hour, per ton, or per load) offered by SMCI for the Subhauler's services. The pay rate shall be considered binding if Subhauler provides services at the pay rate indicated by SMCI. Subhauler hereby authorizes SMCI to deduct from Subhauler's compensation any amounts owed by Subhauler to SMCI, including but not limited to the following:

- Any amounts for which SMCI may be liable from failure of Subhauler to conform to any terms of this
 agreement.
- 2) Any amounts for which SMCI may be liable or back charged as a result of Subhauler pulling off a job.
- 3) Any claim for loss, shortage, damage, or contamination of cargo handled by Subhauler.
- 4) Any fuel purchased from SMCI.
- 5) Trailer rental payments as agreed to in the Trailer Rental Agreement if applicable.
- 6) Any overpayments.
- 7) Handling charge resulting from failure of Subhauler to conform to the terms of this agreement.
- 8) In the event of damage or theft of any trailers and/or trailing equipment not owned by Sub Hauler, SMCI reserves the right to have said equipment repaired or replaced at a location of SMCI's choice and deduct an amount equal to the amount paid for repair or replacement.
- 9) In the event of damage to SMCI, shipper, or consignee equipment or facilities, SMCI reserves the right to deduct an amount equal to the amount paid for repair of said damage.
- Any advance or payment made to connecting carriers or outside firms furnishing transportation, loading, unloading or related services shall be deducted.
- 11) Any Federal, State, or local agency's liens or levies against subhauler trucker.

If the requirements of this agreement are not met or insurance is not current, your company will be removed from the active subhaul list and any pending payments to you will be held.

SMCI shall pay Subhauler for services under this agreement, less any applicable deductions, on a "Net 30 Day" schedule in which services were provided; provided that Subhauler has submitted signed copies of the completed shipping documents related to such services and a billing statement or invoice to SMCI in a timely manner, in accordance with the Relationship of Parties section in this agreement. All payments will be mailed out weekly via United States Postal Service. SMCI shall retain the option to pay Subhauler earlier than specified above. In no event will SMCI make any advances of compensation due Subhauler.

Payment Schedule:

"Net 30 Day" schedule. We will be processing and releasing payments on a weekly basis for all tags that are due at that time.

Revocation of Prior Agreements

This agreement shall constitute the entire agreement and understanding between parties and shall not be modified, altered, changed, or amended in any way unless in writing and signed by both parties. This agreement superseded, replaces, and takes precedence over any prior contract and/or concerned with the same or similar matters between parties.

Termination of Agreement

This agreement shall commence on the date of execution and shall continue in effect until December 31, 2021. This agreement may be terminated at an earlier date in accordance with the following provisions:

- 1) At any time upon mutual written consent of the parties hereto, but not earlier than thirty (30) days from the effective date of this agreement.
- 2) If one party commits a material breach or default of the terms of this agreement. A material breach or default will immediately terminate the agreement. The negligent party shall be given written notice of termination of agreement, and said notice shall specify the breach relied upon.
- 3) By either party without cause upon ten (10) business days prior written notice by certified mail to the other party, with the date of mailing commencing the ten (10) business day period, but not earlier than thirty (30) days from the effective date of this agreement.

Upon termination of this agreement, the following conditions shall apply:

- Subhauler shall complete delivery of any shipment it may at the time be engaged in transporting. Should Subhauler fail to complete delivery of the shipment, Subhauler will be held liable for all expenses incurred by SMCI to complete the day's work.
- Pending any final settlement, SMCI is authorized to withhold such sums as deemed necessary by SMCI to cover Subhauler's liability to SMCI.

Enforcement

Date

By agreeing to provide services requested by SMCI, and/or by undertaking such services, Subhauler warrants that all conditions precedent in this agreement have been satisfied and shall remain effective for the duration of Subhauler's provision of services to this agreement. Subhauler shall indemnify SMCI for any damages from a breach of these warranties.

If any provision in this agreement is deemed to be invalid, void, or unenforceable, the remaining provisions of this agreement will nevertheless continue in full force without being deemed impaired or invalidated in any way.

The failure of SMCI to enforce at any time any of the provisions of this agreement, or to exercise any option herein provided, or to require at any time performance by Subhauler of any of the provisions herein, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this agreement or any part thereof, or the right of SMCI to thereafter enforce each and every such provision.

The laws of the State of California as to interpretation and performance shall govern this agreement. Since each party acknowledges having had the opportunity to be represented by independent council of its own choice throughout all negotiations preceding execution of this agreement and any addenda to this agreement, the parties agree that the terms of this agreement shall be given a neutral interpretation and any ambiguities or uncertainty in the agreement shall not be construed against either party.

Subhauler agrees to pay reasonable attorney's fees and all other cost and expense which may be incurred by SMCI in the enforcement of this agreement. In case of a dispute or litigation between Subhauler and SMCI, it is hereby agreed that the jurisdiction and venue shall vest in Shasta County. All other venues are hereby expressly waived.

| IN WITNESS WHEREOF, authorized representatives of the parties to this agreement have executed it, including attached equipment schedule, incorporated as part of this agreement, | | | | | |
|---|--------------------|-----------|--|--|--|
| on this the day of, 2021, and the same shall be considered binding upon both parties, their heirs, executors, successors, administrators and assignees, and shall remain in full force and effect until December 31, 2021 or until canceled to the terms of this agreement. | | | | | |
| Subhauler | | | | | |
| | | SIGN HERI | | | |
| Signature | Print Name & Title | | | | |
| Steve Manning Construction, Inc. | | | | | |
| Signature | Print Name & Title | | | | |



GENERAL ENGINEERING CONTRACTOR CA LIC #754230

DRUG AND ALCOHOL TESTING NOTIFICATION RELEASE OF LIABILITY FORM

Steve Manning Construction, Inc. is required by Title 49, of Federal Regulations, Parts 40 and 382, Interpretations to Part 382.305, Questions 5, to have a signed release in order to allow your consortium to provide information on drug/alcohol testing program participation, any controlled substances or alcohol test results, participation in a random program, evidence of refusals to be tested, or other violations of DOT rules of which it has information or knowledge.

| Consortium Name | |
|--|--|
| Consortium Address | |
| Consortium Phone | Fax |
| Expiration Date | |
| alcohol test results, participation in its random p DOT rules of which it has information or knowled | cohol testing program participation, any controlled substances or program, evidence of refusals to be tested, or other violations of dge, to Steve Manning Construction, Inc. as required by Title 49, eases the liability of and gives the above named consortium the aw. |
| Owner Operator/Subhauler Name | |
| Doing Business As | |
| Social Security Number | |
| Address | |
| Phone Fax | x |
| CA # | |
| | |
| Signature I | Date - |
| Print Name | |

Please provide a copy of your Current Certificate of Enrollment from your drug consortium.

MOTOR CARRIER CERTIFICATION OF COMPLIANCE

| CHP 809 (Rev. 4-16) OPI 062 | |
|--|--|
| I, the undersigned, certify that | |
| holds a Motor Carrier of Property (MCP) Permit, Number | (Contracted Carrier's Name) |
| (CA Nu | , which is valid through , , , , |
| and the above named carrier is knowledgeable of and in compliance with | |
| (check all that apply): $\ \ \Box$ Basic Inspection of Terminals Program, $\ \Box$ Con | trolled Substances and Alcohol Testing Program, |
| Signature | Printed Name |
| Title | Date |
| Services Provided For: | |
| (Contracting Carrier's Name) | (Contracting CA Number) |
| One copy of this certificate shall be provided to the person for whom servi retained by the motor carrier of property (the contracted motor carrier). C or period of service plus two years, and shall be presented for inspection Patrol or the Department of Motor Vehicles. | opies shall be retained by both parties for the duration of the contract |
| Safety, Service, and Security | An Internationally Accredited Agency Chp809_0416.pdf |
| STATE OF CALIFORNIA DEPARTMENT OF CALIFORNIA HIGHWAY PATROL MOTOR CARRIER CERTIFICATION OF COMPLIANCE CHP 809 (Rev. 4-16) OPI 062 | |
| I, the undersigned, certify that | |
| | (Contracted Carrier's Name) |
| holds a Motor Carrier of Property (MCP) Permit, Number | , which is valid through, |
| (CA Nu and the above named carrier is knowledgeable of and in compliance with | |
| (check all that apply): ☐ Basic Inspection of Terminals Program, ☐ Con- | trolled Substances and Alcohol Testing Program, |
| | |
| Signature | Printed Name |
| Title | Date |
| Services Provided For: | |
| (Contracting Carrier's Name) | (Contracting CA Number) |

One copy of this certificate shall be provided to the person for whom services are provided (the contracting motor carrier); one copy shall be retained by the motor carrier of property (the contracted motor carrier). Copies shall be retained by both parties for the duration of the contract or period of service plus two years, and shall be presented for inspection upon the request of an authorized employee of the California Highway Patrol or the Department of Motor Vehicles.





GENERAL ENGINEERING CONTRACTOR CA LIC #754230

Subhauler/Independent Contractor Declaration of Worker's Compensation

Complete and sign the statement below that applies to your company.

I declare that I am an owner/operator with no employees and therefore exempt from

| workers' Compensation. | | | | |
|--|---|--|--|--|
| Name of Company: | | | | |
| Name: | Date: | | | |
| Signature: | | | | |
| OR | | | | |
| I declare that I am an owner/operator with emp Insurance. | oloyees. I do carry Workers' Compensation | | | |
| Name of Insurance Carrier: | | | | |
| Policy Expiration: | | | | |
| Name of Company: | | | | |
| Name: | Date: | | | |
| Signature: | | | | |
| Please provide a Certificate of Workers' Compens | sation Insurance | | | |



GENERAL ENGINEERING CONTRACTOR CA LIC #754230

2021 Schedule of Equipment

| Name: | | | | | |
|---|---|-----------------------------------|---------------|--------------------------|----------------------|
| Home/E | Base Location: | | | | |
| Distance | e willing to travel fror | n home/base location: | | _ miles/hours | |
| Phone: | | Cell phone: | | | |
| List all trucks an | d trailers that may be al pages as necessary | e utilized by Steve Manning Const | ruction, Inc. | | |
| Type (truck,Trailer, transfer, water truck, etc.) | Year Make Model | VIN # | | License Plate#/ State | License Exp. Date |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Complete the following page as it applies to your situation:

If you <u>OWN</u> the truck- complete
Sections 1 and 2 and include a
copy of the truck's DMV registration

If you are *LEASING* the truck- complete Sections 1 and 3 and include a copy of yourlease agreement.

Make copies as necessary for additional trucks.

TRUCK OWNER-OPERATOR CERTIFICATION OF OWNERSHIP

CEM-2510 (REV 07/2015)

| Caltrans Contract Number | Project Location |
|---|---|
| SECTION 1 | |
| I, | , am the registered owner or lessee of the vehicle listed below: |
| Business Name:_ | |
| Name of Registered Owner: | |
| Public Works Contractor Registration Number: | |
| Name of Driver: _ | |
| Driver License Number: _ | |
| Driver's Social Security Number: | |
| Driver's Address: _ | |
| Description of Truck: (Example: 5-axle Dump Truck) | |
| | |
| Truck CA Number: _ | |
| Truck License Number: | |
| SECTION 2 | |
| I, | , do hereby certify under penalty of perjury that I am the owner of this |
| vehicle, that I am an independent owner operating this vehicl broker, or contractor as an employee in accordance with the | e as an owner-operator, and that I am not employed by any trucking company, Fair Labor Standards Act, Employee Relationship. |
| Signature of Owner | Date |
| SECTION 3 | |
| I,(Name of Owner-Operator) | , do hereby certify under penalty of perjury that I have the sole use and |
| discretion of this vehicle during the time period specified in m | y lease agreement with(Name of Lessor) |
| | (italile of Ecosol) |
| Signature of Lessee | Date |

PLEASE COMPLETE <u>ALL</u> INFORMATION ON SECTION 1 <u>and</u> EITHER SECTION 2 OR SECTION 3



CA Lic# 754230

REQUEST FOR INFORMATION

Sincerely,

Heidi Hall

Accounts Payable

CALIFORNIA EDD (EMPLOYMENT DEVELOPMENT DEPARTMENT) DE 542 REPORT OF INDEPENDENT CONTRACTOR

California requires businesses to report to EDD on Form DE 542 on all service providers except those who are exempt because they are: () A Corporation () A General Partnership () A Limited Liability Company If none of the above is true, we will need the following information in order to complete the mandatory form. Full Name: ____ First MΙ Last Social Security Number: Street Address (NOT PO BOX): Doing Business As: **Business Name** TIN Number: I certify that the above information is accurate to the best of my knowledge. Signature Date We are required by Law to obtain this information. Failure to respond will jeopardize our ability to use your services in the future. Thank you for providing us with this information. Please return the completed form to either the address, fax number, or email below: Steve Manning Construction, Inc. PO Box 491660 Redding, CA 96049 OR fax (530) 222-4908 OR email Heidi@smci-const.com

P.O. Box 491660 Redding, California 96049 Office (530) 222-0810 Fax (530) 222-4908



Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

| | I Name (as snown on your income tax return). Name is required on this line, do not leave this line blank. | | | | | |
|---|---|-------------------------------------|---|------------------------|-----------|--|
| | 2 Business name/disregarded entity name, if different from above | | | | | |
| Print or type. Specific Instructions on page 3. | 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Che following seven boxes. Individual/sole proprietor or C Corporation S Corporation Partnership single-member LLC | certain entities, instructions on p | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) | | | |
| ξğ | Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partner | rship) ► | | _ | | |
| Print or type. | Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. | | | | | |
| ecif | ☐ Other (see instructions) ► | | (Applies to accounts m | aintained outside | the U.S.) | |
| Sp | 5 Address (number, street, and apt. or suite no.) See instructions. | Requester's name | and address (option | and address (optional) | | |
| See | | | g Construction, Inc. | | | |
| 0, | 6 City, state, and ZIP code | | x 491660 Redding, CA 96049 | | | |
| | | P(530)222-0810 | | O F(530)222-4908 | | |
| | 7 List account number(s) here (optional) | | | | | |
| Pa | rt I Taxpayer Identification Number (TIN) | | | | | |
| | your TIN in the appropriate box. The TIN provided must match the name given on line 1 to av | 0.0 | curity number | | | |
| reside entitie | backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a</i> | | | | | |
| TIN, I | | or | | | | |
| | : If the account is in more than one name, see the instructions for line 1. Also see What Name ber To Give the Requester for quidelines on whose number to enter. | and Employe | r identification number | | | |
| INUITIL | de 10 dive the nequester for guidelines on whose humber to enter. | | - | | | |
| Par | t II Certification | <u> </u> | | | • | |
| Unde | r penalties of perjury, I certify that: | | | | | |
| 2. I ar Se | e number shown on this form is my correct taxpayer identification number (or I am waiting for m not subject to backup withholding because: (a) I am exempt from backup withholding, or (b rvice (IRS) that I am subject to backup withholding as a result of a failure to report all interest of longer subject to backup withholding; and |) I have not been | notified by the In | ternal Reve | | |
| 3. I ar | m a U.S. citizen or other U.S. person (defined below); and | | | | | |
| 4. The | e FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reportir | ng is correct. | | | | |

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

| Sign Here | Signature of | Date ▶ |
|--------------|----------------------------|---|
| | | e not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later. |
| acquisition | n or abandonment of secure | property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments |

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Form W-9 (Rev. 10-2018)

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2, cheffy that the TR (I) you are glinkly in connect for you are waiting for a
3, cheff you have been a second to the connection of the conn

not the funct, and "

In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust), and U.S. trust (other than a grantor trust), and not the beneficiaries of the trust (other than a grantor trust) are to recipi person or the U.S. branch of a foreign person. If you are a foreign person or the U.S. branch of a foreign pask that has elected to be treated as a U.S. person, do not use from W.S. or those use the appropriate form W.S. or those U.S. special person. Pub. 5.15, Withholding of Tax on Norwesident Allens and Foreign Entitles).

Pag. 5 1% Withholding of Tax on Inversident Alexa and Fravegin Nermodeland allaw Mobile December a resident affect. Controlly, only a nonresident allaw individual may use he term of a tax femaly for indicate the property of the control of the control of the control of the control property of the control bytes of forcome and affer the pupper as control of the contr

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 The article number (or location) in the tax theatly that contains the saving clause and its exceptions.
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Requested of Ficini W/o for mos information.

Also use Special use for partnerships, safety.

What is FATCA Reporting?

The Freign Account to Completions Art [SATCA] requires a partnership for safety frauncial institution to report all United States concert holders that are specialled United States and the SATCA are specially support to the SATCA special safety special services and several temporary for partnership safety services from FATCA reporting Sate Examples from FATCA violation.

We do for most information.

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**Updating You'd Information

**Vor mat provide updated information to any person to whom you climated to be an example populer You see indiger an example populer you are onlined as the provide published provided to provide updated information if you are a Corporation that diseast to be in Scorporation, or if you not the reason or TNI changings for the account; for example, if the greater of all generator text of date.

granter trust ose. Penaltities
Failure to furnish TNI. If you fail to furnish your correct TTM to a requester, you are subject to a penalty of \$50 for each such failure urless your failure is due to reasonable cause and not to willful neglect. Child penalty for failer information with respect to withful-failing. If you make a table statement with no reasonable basis that results in no backup withfulching, you are subject on \$500 penalty.

Form W-9 (Rev. 10-2018) Criminal penalty for falsifying information. Wilfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or impresement.

Missues of TINs. If the requester of discloses or uses TINs in violation of federal law, the requester my be subject to child and criminal penalties.

Specific Instructions

Specific Directorions

Specific Directorions

Line 1

You must read out on the following on this line, de ned base this free factor. The second of the following on this line, de ned base this free factor. The second of the following on this line, de ned base this free factor. The second of the following on the line of the following on the line of the following on the line of the factor of the following on the following on the following of the f

---Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

| IF the entity/person on line 1 is a(n) | THEN check the box for | |
|--|---|--|
| Corporation | Corporation | |
| Individual Sole proprietorship, or Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes. | Individual/sole proprietor or single member LLC | |
| LLC treated as a partnership for U.S. federal tax purposes, LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes. | Limbed fability company and ent- the appropriate tax classification. (P= Partnership: C = C corporation or S= S corporation) | |
| Partnership | Partnership | |
| Trust/estate | Trust/estate | |

Page 3

Inducesians Inturvious Inturvious III you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exampt payes code.

Gaineally, individuals (including sole proprietors) are not exempt from backup withholding.

 Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends. Beaged as provided below, composition are exempt from inactions
 — Compositions on extempt from house inferred inferred
 — Compositions on extempt from house in principles of perspention
 — In a statistime of a payment can do in this party will-not inactions
 — Composition and provided principles of the composition of the provided party of the proposition of the proposition of the provided party of the proposition of the provided party of the proposition of the provided party of the proposition or instrumentation
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possession
7—A futures commission merchant registered with the Commodity
Futures Trading Commission

Futures Trading Commission
8—A real estate investment trust
9—An entity registered at all times during the tax year under the Investment Company Act of 1940

Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middenna incomin in the investment community as a nominee or outstodian

13—A bust exempt from tax under section 684 or described in section

4047

Form W-9 (Rev. 10-2018)

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M — A tax exempt that under a section 40(b) plan or section 45(b) plan or section 45(b Broken Transactions of Security payers except for a security payers accept for a security payer and the security payers accept for a security payer and the security payers accept for a security payer accept for a security payer accept for a security payer accept payers accept payer

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any similar indication) written or printed on the line for a FATCA exemption cook.

Exempti

more autiliarided acordine markets, as described in Regulations.

— A copportion final as a member of the same specified effiliation goes as a coprosition standbase from the project of t

Line 6
Enter your city, state, and ZIP code.

Enter your dily, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your FIS individual taxpayer identification number (FIRI). Enter in the social socially number box. If you do not have an ITIN, see How to get a TIN ballow.

year do not here and one not eligible to grid in 1814, your TRS is your fill security relation for 1719, year do not here and Try, and here is year fill security relation for 1719, you do not here and TRS, you may set the control of the 1719. The year as a claim progrided and you have an ERN, you may set the other years (SRM or SR), you may set the control of SRM or SR), you may set the control of SRM or SR. You may set the control of SRM or SR. You may set the control of SRM or SR. You may set the control of SRM or SR. You may set the control of SRM or SR. You may set the control of SRM or SR. You may set the control of SRM or SRM

Part II. Certification

Part II. Certification
To establish to the withholding agent that you are a U.S. person, or resident allan, sign Form Y-R-Y You may be requested to agin by the resident allan, sign Form Y-R-Y You may be requested to agin by the For a joint account, only the person makes TN is shown in Fart I should sign (when required), in the case of a disregarded with, the resident proprise, are formed proprise, are learned page.

Signature requirements. Complete the certification as indicated in items 1 through Follow.

Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the conflication.

You must give your cornel? Tife, they up do not have the sight the "I. Interest," dished profess, and barter exchange accounts for "I Interest, dished you without any time of the sight of 1983. You must sight the certification of basicaps withholding will easily if you are builder to be up withholding and you make you profession to be upon the form of the sight of the sight of your and the sight of the form of the sight of the sight of certification below spings the form. If you will not certification, You may creat the sight of the sight of the sight of A. Other preparent. You must give your cornect Tik that you do not the sight of the sight of A. Other preparent in the certification.

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What Name and Number To Give the Requester

Secure Your Tax Records From Identity Theft

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| Two or more individuals (joint account) other than an account maintained by an FFI | The actual owner of the account or, combined funds, the first individual the account. |
| Two or more U.S. persons (joint account maintained by an FFI) | Each holder of the account |
| Custodial account of a minor (Uniform Gift to Minors Act) | The minor ² |
| 5. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee ¹ |
| So-called trust account that is not a legal or valid trust under state law | The actual owner |
| Sole proprietorahip or disregarded entity owned by an individual | The owner ³ |
| 7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A) | The grantor' |
| For this type of account: | Give name and EIN of: |
| Disregarded entity not owned by an individual | The owner |
| 9. A valid trust, estate, or pension trust | Legal entity ⁴ |
| 10. Corporation or LLC electing corporate status on Form \$832 or Form 2553 | The corporation |
| Association, club, religious, charitable, educational, or other tax- exempt organization | The organization |
| 12. Partnership or multi-member LLC | The partnership |
| 13. A broker or registered nominee | The broker or nominee |

For this type of account: Give name and EIN of:

14. Account with the Department of early just an a state or local government, should district, or prison (last section approximate, should district, or prison (last sections approximate, person properties).

Secure Your Tax Records From Identity Theft Identify the control and sunday of the property of

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Privacy Act Notice

Section 670 of the internal flavours Code requires you to provide your concert 17th to primary Endudy faithed against gained as required to see required to receive 17th to primary Endudy faithed against all the see required to create other recovers and to your, mortigate internet you paid to other control other common and to private private paid to private the private paid to private the private paid to private the private paid to private

Please insert a copy of the Driver License for each truck driver covered by this agreement.

Please insert a copy of your California Air Resource Board (CARB) certificate of compliance. Please insert a copy of your proof of enrollment in a drug consortium.

Please insert a copy of your Motor Carrier Permit

Please insert a copy of your registration with California Department of Industrial Relations (DIR) Public Works Contractor (PWC) Registration

Information pertaining to DIR PWC registration may be obtained at the following website:

http://www.dir.ca.gov/Public-Works/Contractors.html

If your are a trucking company and need to register or renew with DIR click on "Register as a public works contractor".

Your DIR registration needs to be renewed prior to June 30 each year.