TAB

A

May 2023 Financial Statement (in Draft Form)
 As presented by Steve Boline, CFO

SENECA HEALTHCARE DISTRICT

Seneca Healthcare District

Financial Statements - Board Report (DRAFT)

May 2023

Summary

Seneca Healthcare District had a net loss of \$570k, during the month, compared to budgeted loss of \$459k; for a negative variance of \$111k. This was due to a negative variance in total operating expenses, which was somewhat offset by a positive variance in net patient revenue.

Revenues

Gross patient revenue, for the month, ended at \$2.09M compared to a budgeted amount of \$2.04M, for a positive variance of \$48k. This was due to a positive variance in outpatient revenue was which, was slightly offset by a negative inpatient variance. Net patient revenue as a percentage of gross was 63.7% compared to a budget of 62.8%.

There were 51 acute inpatient days in the month (budget of 23), and 0 swing bed days (budget of 23), resulting in an average daily census (ADC) of 1.65 patients per day. The skilled nursing unit had an ADC of 13.00 (budget of 15), resulting in an occupancy percent of 81.25%.

Outpatient revenue was \$1.55M versus a budget of \$1.45M for a positive variance of \$106k. Lake Almanor Clinic visits were 647 versus a budgeted amount of 676.

Expenses

Total operating expenses for the month were \$1.91M, versus a budget of \$1.75M, for a negative variance of \$163k.

Salaries & Wages: Salaries and wages were over budget by \$105k. FTEs, for the month, were 101.17 versus a budget of 100.75 and the average hourly wage (AHW) was \$43.90 versus a budget of \$38.08. Included in May 23 salaries and wages was the \$80k retro payment for the union negotiated increase. Included in employee benefits was the \$53k 403(b) employer matching contribution, retro to 1/1/2023. Contract Labor: Contract labor was over budget by \$19k, this month. FTEs, for the month, were 10.25 versus a budget of 9.80 and the AHW was \$104.12 versus a budget of \$97.00.

Pro Fees Medical: See attached analysis

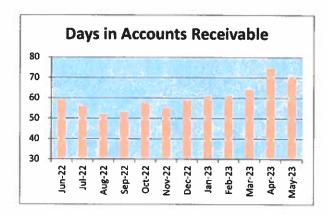
<u>All Other Expense Categories</u>: All categories either slightly above or slightly below the budgeted amount.

Additional Information

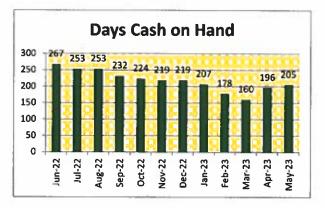
Days of cash on hand increased from 196.38 to 205.00. This was mainly due to the receipt of the second Rate Range payment (\$1.20M), which was somewhat offset by the loss for the month.

Revenue Cycle

Gross accounts receivable ended the month at \$4.46M, which is a \$57k decrease over last month. Gross accounts receivable days decreased this month to 70.7 and remained well outside the best practices target of 45-55 days.







Seneca Healthcare District Income Statement (DRAFT) For the Month of May 2023

		% Net Pt		Month-to-Date		% Net Pt	,	Year-to-Date	
		Revenue	Actual	Budget	\$ Variance	Revenue	Actual	Budget	\$ Variance
1	REVENUE								
3	Inpatient Revenue - Acute		164,679	75,074	89,605		826,624	811,286	15,338
4	Inpatient Revenue - Swing Bed Inpatient Revenue - SNF		204.440	73,912	(73,912)		241,604	798,724	(557,120)
5	Inpatient Revenue - Ancillary		304,410	279,000	25,410		2,982,239	2,904,300	77,939
			64,566	164,332	(99,766)		1,264,867	1,731,781	(466,913)
6	Inpatient Revenue - Total		533,655	592,318	(58,663)		5,315,334	6,246,091	(930,757)
7	Outpatient Revenue		1,553,665	1,447,426	106,239		17,183,115	16,250,244	932,871
8	Total Patient Revenue		2,087,320	2,039,744	47,576		22,498,449	22,496,334	2,114
9	Contractual Allowances		(603,084)	(641,873)	38,789		(7,092,058)	(7,079,219)	(12,839)
10	Charity Discount		(16,738)	(3,638)	(13,101)		(94,896)	(40,119)	(54,777)
11	Other Allowances		(93,230)	(67,924)	(25,306)		(722,713)	(749,130)	26,417
12	Bad Debt		(44,131)	(46,318)	2,187		(654,886)	(510,845)	(144,040)
13	Total Deductions		(757,183)	(759,753)	2,570		(8,564,553)	(8,379,313)	(185,240)
14	Net Patient Revenue		1,330,137	1,279,991	50,145		13,933,896	14,117,021	(183,125)
_	% of Gross Revenue		63.7%	62.8%	1.0%		61.9%	62.8%	-0.8%
15	Meaningful Use Revenue			-	-		-	-	
16	Quality Payments		<u></u>	-	_			-	
17	Other Operating Revenue		2,631	4,167	(1,536)		21,080	45,833	(24,753)
18	Total Operating Revenue		1,332,767	1,284,158	48,609		13,954,976	14,162,855	(207,878)
19	EXPENSES								
20	Salaries & Wages	58.2%	(774,799)	(670,083)	(104,716)	55.5%	(7,735,417)	(7,366,310)	(369,107)
21	Employee Benefits	15.6%	(207,057)	(151,948)	(55,109)	11.1%	(1,540,253)	(1,581,883)	41,630
22	Contract Labor	12.8%	(170,805)	(152,100)	(18,705)	10.0%	(1,393,487)	(1,482,900)	89,413
23	Professional Fees - Medical	20.2%	(268,250)	(270,363)	2,113	20.7%	(2,887,599)	(2,900,273)	12,674
24	Professional Fees - Other	0.4%	(5,554)	(12,808)	7,255	1.7%	(232,515)	(214,967)	(17,548)
25	Supplies	8.7%	(115,347)	(128,100)	12,753	8.6%	(1,203,677)		76,398
26	Purchased Services	16.8%	(223,354)	(220,636)	(2,718)	14.1%	(1,962,437)	(1,995,093)	32,656
27	Insurance	1.7%	(22,367)	(16,259)	(6,108)	1.6%	(226,815)	(178,844)	(47,971)
28	Rentals and Leases	1.0%	(13,932)	(15,192)	1,260	1.1%	(158,501)	(167,108)	8,607
29	Repairs and Maintenance	0.7%	(8,995)	(14,310)	5,315	1.8%	(248,145)	(213,853)	(34,291)
30	Utilities and Telephone	2.1%	(27,683)	(30,360)	2,678	2.5%	(353,762)	(358,212)	4,449
31	Depreciation & Amortization	2.7%	(35,958)	(36,966)	1,008	2.8%	(392,393)	(406,627)	14,234
32	Other Expenses	2.6%	(34,516)	(26,165)	(8,351)	3.7%	(516,192)	(406,581)	(109,611)
33	Total Operating Expenses	143.5%	(1,908,616)	(1,745,290)	(163,325)	135.3%	(18,851,194)	(18,552,727)	(298,466)
34	Income From Operations	-43.3%	(575,848)	(461,132)	(114,716)	-35.1%	(4,896,218)	(4,389,873)	(506,345)
35	Tax Revenue	0.0%		-		2.5%	347,209	290,000	57,209
36	IGT - Incoming Portion	0.0%		-		33.6%	4,678,960	4,427,614	251,346
37	Non Capital Grants and Donations	0.0%		1,667	(1,667)	2.1%	286,228	16,667	269,561
38	Interest Income	0.5%	6,193	250	5,943	1.7%	234,222	59,500	174,722
39	Interest Expense	-0.1%	(738)	(263)	(474)	0.0%	(5,605)	(3,155)	(2,451)
40	Non-Operating Income (Expense)	0.0%		,=-7)		-0.2%	(33,356)	(3,133)	(33,356)
41	Total Non-Operating Gain (Loss)	0.4%	5,456	1,653	3,802	39.5%	5,507,658	4,790,626	717,032
42	Net Income	-42.9%	(570,393)	(459,479)	(110,914)	4.4%	611,440	400,753	210,687
42									
	Operating Margin %		(43.2%)	(35.9%)	-7.30%		(35.1%)	(31.0%)	-4.09%
44	Net Margin %		(42.8%)	(35.8%)	-7.02%		4.4%	2.8%	1.55%
45	Payroll as % of Operating Expense	_ +	40.59%	38.39%	2.20%		41.03%	39.70%	1.33%
40	ICT Teams dies Summer						71.0076	Ja.1 V /0	1.00%
46 47	IGT Transaction Summary					- $ $			
48	Outgoing Incoming						1,447,325	1,682,127	234,802
49	Net Impact						4,678,960	4,427,614	251,346
0	riot impact						3,231,634	2,745,486	486,148

Seneca Healthcare District Income Statement (DRAFT) 13-Month Trend Ended May 31, 2023

		May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23
-	REVENUE			- 10										
7 6	Inpatient Revenue - Acute	100,099	22,603	35,519	29,061	119,473	25,832	100,099	142,076	138,847	12,916	45,206	12,916	164,679
4	Inpatient Revenue - SNF	230,692	223,250	246.816	249.916	241.855	254 257	260.459	269 141	- 257 252	287 037	210,617	19,074	304 440
က	Inpatient Revenue - Ancillary	182,592	127,889		53,728	226,865	50,997	190,696	210,676	186,226	54,007	128,180	41,349	64,566
9	Inpatient Revenue - Total	599,216	488,186	358,986	332,705	661,310	372,414	551,253	621,893	582,335	353,959	581,915	364.908	533.655
1	Outpatient Revenue	1,376,426	1,632,779	1,769,547	1,652,746	1,775,759	1,796,058	1.468.780	1.548.012	1,511,744	1.341.411	1 413 841	1351551	1 553 685
 	Total Patient Revenue	1,975,643	2,120,965	2,128,533	1.985.451	2.437.069	2.168.472	2.020.034	2.169.904	2 094 079	1 695 371	1 995 757	1 716 459	2 087 320
•	Conference (Allowane	/407 110)	Ш.	1644 046)	(554 455)	700 0047	(335 050)	1900 000	1242 000	100000	1000			
, L	Chiractual Allowances	(467,110)	. [(12 787)	(1960)	(6/2,/35)	(593,285)	(747,583)	(709,935)	(546,038)	(641,637)	(290,480)	(603,084)
1	Other Allowances	(86.522)	(140,779)	(94.463)	(58.286)	(37,429)	(75,926)	(87,935)	(67.310)	(71 204)	(49 272)	(67 155)	(20 504)	(16,738)
12	Bad Debt	(42,060)	Н	(41,917)	(81,238)	(74.468)	(65,357)	(73,368)	(42,659)	(49,265)	(68,155)	(66,331)	(47,995)	(44,131)
13	Total Deductions	(673,561)	(725,107)	(789,422)	(704,763)	(903,851)	(814,038)	(772,952)	(864,765)	(852,952)	(666,021)	(779,628)	(628,979)	(757,183)
4	Net Patient Revenue	1,302,082	1,395,858	1.339.112	1,280,689	1.533.218	1.354.434	1.247.082	1.305.140	1 241 127	1 029 350	1 216 128	1 057 479	1 330 137
	% of Gross Revenue	965.93%	65.8%	62.9%	64.5%	62.9%	62.5%	61.7%	60.1%	59.3%	60.7%	96.09%	61.6%	63.7%
15	Meaningful Use Revenue	,	Ī	ſ	-	1	1	1	†·	•	†·	·	†	
16	Quality Payments	1	•	ſ	,	·	•		•	,	•			
14	Other Operating Revenue	1,531	2,045,573	1,544	1,626	5,374	3,675	1,578	998	1,165	1,164	1,022	435	2,631
8	Total Operating Revenue	1,303,613	3,441,431	1,340,656	1,282,315	1,538,592	1,358,109	1,248,660	1,306,005	1,242,293	1,030,514	1,217,150	1,057,914	1,332,767
19	EXPENSES													
20	Salaries & Wages	(628,460)	П	(735	(684,412)	(642,354)	(702,357)	(673,881)	(727,030)	(761.394)	(631.624)	(736.097)	(665.543)	(774.799)
21	Employee Benefits	(139,055)		(142,	(127,879)	(128,026)	(126,941)	(120,214)	(128,148)	(146,083)	(137,230)	(135,315)	(140,854)	(207,057)
2	Contract Labor	(85,432)	(115,923)	(160	(136,809)	(87,029)	(94,570)	(101,356)	(103,543)	(99,054)	(109,088)	(151,966)	(178,649)	(170,805)
3	Professional Fees - Medical	(239,698)	-	(240	(248,365)	(279,561)	-	(250,960)	(242,342)	(266,203)	(246,341)	(287,021)	(264,495)	(268,250)
47 72	Constinui rees - Omer	(42,727)			(33,184)	(18,143)	-	(12,913)	(40,782)	(20,198)	(17,267)	(22,926)	(16,530)	(5,554)
26	Purchased Services	(136,131)	(169.742)	185	(132 700)	(180,006)		(70,029)	(427,584)	(91,570)	(63,100)	(132,711)	(102,010)	(115,347)
27	Insurance	(12,308)	l	ı	(22,237)	(22,228)	(22,301)	(22,285)	(12.263)	(13.870)	(22,365)	(22.552)	(22,281)	(22,367)
28	Rentals and Leases	(16,128)	П	(15,412)	(15,419)	(14,636)	(14,119)	(15,101)	(21,381)	(7,358)	(7,088)	(16,274)	(17,780)	(13,932)
52	Repairs and Maintenance	(11,708)	(14,801)	(22,036)	(31,692)	(18.872)	(22,165)	(14,964)	(8.927)	(10,193)	(25,146)	(51,602)	(33,553)	(8,995)
3 2	Depreciation & Amortization	(35, 103)	(35,707)	(32,914)	(34,284)	(32,855)	(27,422)	(25,622)	(31,028)	(27,378)	(22,125)	(64,505)	(28,947)	(27,683)
32	Other Expenses	(43,591)	(34,776)	(41,090)	(51,380)	(32,628)	(59,262)	(39,750)	(62,002)	(49,143)	(45,492)	(47,864)	(53,066)	(34,516)
33	Total Operating Expenses	(1,524,915)	(1,554,827)	(1,719,607)	(1,658,508)	(1.768,719)	(1,711,544)	(1.566.175)	(1.622.041)	(1 705 230)	(1.534.267)	(1,881,190)	(1 775 297)	(1 908 616)
34	Income From Operations	(224 302)	1 886 604	(278 OS4)	(376 102)	(200 407)	(365 436)	(217 616)	(346,036)	(E00 C07)	(032,003)	(0,0,0)		
		7		10000	(210,133)	(230,127)	(200-)	(510,715)	(200,010)	(402,337)	(903'133)	(004,040)	(717,303)	(3/3,848)
ဂ္ဂ	I ax Revenue	·	265,767	•	,	•	,	•	ŀ		1	•	347,209	
37	Non Capital Grants and Donations		29.138	2.020	11.855	520	132	130.209	, 85	4 175	137 167	1,169,611	3,509,348	
38	Interest Income	1,562	2,391	24,800	2,634	2,040	42,984	2,266	1,975	68,094	4,175	200	78.861	6.193
စ္တ	Interest Expense	(326)	(267)	(505)	(328)	(928)	(348)	(362)	(83)	(388)	(1691)	(959)	(249)	(738)
\$	Non-Operating Income (Expense)	*	1	,		e	1	1	1		3,000	4,401	(40,758)	
14	Total Non-Operating Gain (Loss)	1,236	296,729	26,316	14,161	1,601	42,768	132,113	2,043	71,881	143,651	1,173,556	3,894,113	5,456
42	Net income	(220,066)	2,183,332	(352,636)	(362,033)	(228,525)	(310,667)	(185,402)	(313,993)	(391,056)	(360,102)	509,516	3,176,730	(570,393)
43	Opposition Marnin &	/47.0%)	KA D0/	1.00 00/	V 180 00/	145 001	100 007	100	100	100				
4	Net Margin %	(16.9%)	63.4%	(26.3%)	(28.2%)	(14 9%)	(22 9%)	(42.4%)	(24.2%)	(37.3%)	(48.9%)	(54.6%)	(67.8%)	(43.2%)
					(2/2/27)		(25:37)	(8/2:41)	(2.4.0.78)	(%) C. 1.C.)	(04:376)	7	300.376	(42.0%)
45	Payroll as % of Operating Expense	41.21%	40.41%	42.80%	41.27%	36.32%	41.04%	43.03%	44.82%	44.65%	41.17%	39.13%	37.49%	40.59%.
46	IGT Transaction Summary				+				\dagger				+	T
47	Outgoing	19,399	*	,	•	-	•	•	1	,	1,432,505	Ī	14,820	T
84	Incoming	•	•	•	-			1	7		•	1,169,611	3,509,348	•
49	Net impact	(19,399)	7	-	2		-		-		(1,432,505)	1,169,611	3,494,528	1

Seneca Healthcare District Comparative Balance Sheets - Board Report (DRAFT) Dates as Indicated

	Unaudited	Audited	Audited	Audited	FY 202	3-2022
	FY 2023	FY 2022	FY 2021	FY 2020	\$ Change	% Change
	5/31/2023	6/30/2022	6/30/2021	6/30/2020		
ASSETS			ļ			
Current Assets			1			
Cash	\$ 305,342	\$ 747,360	\$ 3,115,934	\$ 18,884	\$ (442,019)	-59.14%
Short-term Investments	10,993,602	12,528,820	7,618,504	7,317,637	(1,535,218)	-12.25%
Total Cash and Equivalents	11,298,943	13,276,180	10,734,438	7,336,520	(1,977,237)	-14.89%
Patient Accounts Receivable	4,459,983	3,826,687	3,570,234	4,582,957	633,296	16.55%
Accounts Receivable Reserves	(2,858,126)				(162,421)	6.03%
Net Accounts Receivable	1,601,857	1,130,982	1,116,470	1,486,113	470,875	41.63%
% of Gross Accounts Receivable	35.9%	29.6%	31.3%	32.4%	i	
Inventory	453,682	337,226	325,481	250,386	116 456	34 5364
Other Assets- Due (to)/from gov't payers	(489,248)		1,540,757	669,462	116,456 (691,639)	34.53% -341.74%
Board Restricted Funds - Facility Capital	351,545	449,934	1,253,165	513,400	(98,389)	-341.7470
Board Restricted Funds	1,044,630	1,776,243	2,456,135	612,125	(731,613)	-41.19%
Total Other Assets	1,360,609	2,765,794	5,575,539	2,045,374	(1,405,185)	-50.81%
Total Current Assets	14,261,409	17,172,955	17,426,447	10,868,007	(2,911,547)	-16.95%
Fixed Assets						
FIREG ASSELS						
Land	90,610	90,610	90,610	90,610	0	0.00%
Buildings	6,188,081	5,801,899	5,762,782	5,532,267	386,182	6.66%
Capital Equipment	8,543,398	6,905,562	5,861,094	5,033,846	1,637,836	23.72%
Total Plant & Equipment	14,822,088	12,798,071	11,714,485	10,656,723	2,024,018	15.82%
Accumulated Depreciation	(10,178,717)	(9,811,659)	(9,363,323)	(8,493,946)	(367,058)	3.74%
Net Fixed Assets	4,643,371	2,986,411	2,351,162	2,162,778	1,656,960	55.48%
TOTAL ASSETS	\$ 18,904,780	\$ 20,159,367	\$ 19,777,608	\$ 13,030,785	\$ (1,254,587).	-6.22%
	7 10,304,740	20,233,307	3 13,777,000	3 13,030,783	\$ (1,234,367).	*0.22%
LIABILITIES AND RETAINED EARNINGS						
Current Liabilities						
Accounts Payable	\$ 1,330,765	\$ 1,598,381	\$ 513,833	\$ 626,379	\$ (267,616)	-16.74%
Accrued Payroll & Benefits	806,978	918,467	620,243	562,461	(111,490)	-12.14%
Accrued Other Liabilities	1,956,434	1,956,434	4,501,218	207,968	0	0.00%
Total Current Liabilities	4,094,176	4,473,282	5,635,295	1,396,807	(379,106)	-8.47%
Long-Term Liabilities						
la		_	4 655 455			
Loans Capitalized Leases	35.041	0	1,508,168	14,250	(24.022)	#DIV/0!
Copitalized Leases	35,941	60,864	110,836	133,793	(24,923)	-40.95%
Total Long-Term Liabilities	35,941	60,864	1,619,004	148,043	(24,923)	-40.95%
TOTAL LIABILITIES	4,130,117	4,534,146	7,254,299	1,544,850	(404,029)	-8.91%
FUND BALANCE	14,774,663	15,625,220	12,342,178	11,485,935	(850,558)	-5.44%
TOTAL LIABILITIES AND FUND BALANCE	\$ 18,904,780	\$ 20,159,367	\$ 19,596,476	\$ 13,030,785	\$ (1,254,587)	-6.22%
			,,,,,		- (-1-5-1901)	3.22/0

Seneca Healthcare District Detail of Long Term Debt As of May 31, 2023

<u>Description</u>	Original Amount	Origination Date	Interest Rate	Monthly Payment	Maturity	Secured By	<u>Balance on</u> <u>May 31, 2023</u>
<u>Loans</u>							
CHFFA Help II Loan	387,890	July 2011	3.00%	0	September 2018	Patient AR	0
CHFFA Help II Loan	400,000	January 2015	3.00%	0	February 2019	Patient AR	0
Evident	114,000	October 2017	0.00%	0	September 2019	Equipment	<u>o</u>
PPP Loan	1,508,168	May 2020			May 2022		<u>o</u>
<u>Total Loans</u>	<u>2,410,058</u>			<u>0</u>			<u>0</u>
Capitalized Leases							
Siemens	172,672	September 2017	5.63%	2,492	August 2024	Equipment	35,941
Jules	500,081	February 2013	5.80%	0	February 2018	Equipment	0
Total Capitalized Leases	<u>672,753</u>			<u>2,492</u>			35,941
Total Long Term Liabilities	3,082,811			<u>2,492</u>			<u>35,941</u>

Seneca Healthcare District Summary Statement of Cash Flows - Board Report Fiscal Year-to-Date

		YTD
	uream	5/31/2023
Net Income (Loss)	\$	611,440
Changes in:		
Depreciation		352,386
(Increase)/Decrease in Net Accounts Receivable		(470,875)
(Increase)/Decrease in Inventory		(116,456)
(Increase)/Decrease in Other Assets		691,639
Increase/(Decrease) in Accounts Payable		(267,616)
Increase/(Decrease) in Accrued Payroll & Benefits		(111,490)
Increase/(Decrease) in Other Accrued Liabilities		(,,
Net Cash Provided (Used) by Operating Activities		77,587
		, , , , , , , , , , , , , , , , , , , ,
Purchases of Equipment		(2,024,018)
Net Cash Provided (Used) in Investing Activities		(2,024,018)
Discounds from New Loans		
Proceeds from New Loans		-
Principal Payments of Loans		-
Principal Payments under Capital Leases		(24,923)
Principal Payments under Inter-Governmental Transfer Program		(1,447,325)
Net Cash Provided (Used) in Financing Activities		(1,472,248)
Net Change in Cash and Cash Equivalents		(2,807,239)
Cash and Cash Equivalents, Beginning of Period		15,502,357
and cash Equivalents, beginning of Criba	-	13,302,337
Cash and Cash Equivalents, End of Period	\$	12,695,118
*Inclusive of Board Restricted Cash		
<u>Cash Detail by Account</u>		
Operating Checking - Plumas Bank	\$	274,780
Suspense General Ledger for Receipts Pending R.A.'s		(3,840)
Payroll Checking - US Bank		33,116
Business Savings - Plumas Bank		1,737,940
Petty Cash - Receptionists		1,284
Local Agency Investment Fund		10,590,853
Series EE Bonds		60,984
Total Cash and Cash Equivalent Detail	\$	12,695,118

SENECA HEALTHCARE DISTRICT ACTIVITY SUMMARY FOR THE MONTH OF MAY 2023

		MONTH TO DAT	Έ		YEAR TO DATE	
		CURRENT	PRIOR	PRIOR YEAR	JULY 2022	JULY 2021
		MONTH	MONTH	MONTH		•
		MAY 2023	APR 2023	MAY 2022	MAY 2023	MAY 2022
1.	In Patient Stays					
	1.a Admissions	8	2	4	78	92
	1.b Discharges	5	2	3	74	90
2.	Out Patient Observations	19	12	8	176	118
3.	Out Patient Surgeries	12	22	29	210	188
4.	Emergency Visits	239	204	192	2,630	2,181
5.	Lab Procedures	2,250	1,882	2,245	25,947	23,993
6.	Radiology Procedures	310	230	195	3,253	2,548
	6.a X-Ray Procedures	181	126	125	1,864	1,608
	6.b Mammography	0	0	0	0	1,000
	6.c MRI	5	14	6	49	57
	6.d Ultrasound	6	1	0	82	44
\vdash	6.e C T Scan	118	89	64	1,258	839
	6. f Dexascanner	0	0	. 0	1,230	038
7.	Respiratory Therapy/ABG/PFT	49	112	77	1,327	1,345
8.	CardioPulmonary EKG/Holter	62	45	54	668	507
9.	Stress Tests	1	0	0	4	307
10.	Physical Therapy	359	323	296	3,158	
11.	Lake Almanor Clinic Visits	647	323	551	6,143	2,761
- ' ' '	Dr. Ware	140	100	137		6,512
\vdash	Dr. Walls	68	42		1,037	1,598
	Dr. Cooper/Physician Office	204	105	83	790	1,110
-	NP Office	204	0	89	1,460	1,358
\vdash	NP Walk-in/Hayden	180	96	0	133	47
<u> </u>	Specialty/Other	55	54	153	1,989	1,649
	Specialty/Other] 33	54	89	734	750
	ACUTE CARE					
12.			- 1	_		
13.	Acute Patient Days Acute ADC	51	4	7	257	391
		1.65	0.13	0.23	0.77	1.17
14.	% Occupancy	16.45	1.33	2.33	7.67	11.67
15.	Avg Length of Stay	6.38	2.00	1.75	3.29	4.25
16.	Swing Bed Days	0	6	0	76	153
17.	Swing Bed ADC	0.00	0.20	0.00	0.23	0.46
18.	Total ADC	1.65	0.33	0.23	0.99	1.62
45	SKILLED NURSING UNIT					
19.	Patient Days	403	386	360	4,462	4,414
20.	Average Daily Census	13.00	12.87	12.00	13.32	13.18
21.	% Occupancy	81.25	80.42	75.00	83.25	82.35
	TOTALS					
22.	Patient Days	454	396	367	4,795	4.050
23.	Average Daily Census	14.65	13.20	12.23	14.31	4,958
24.	Total Adjusted Patient Days	1,322	1,467			14.80
£4.	TOTAL AUJUSTEU FAITERIT DAYS	1,322	1,40/	2,185	15,501	15,610

Seneca Healthcare District Gross Outpatient Revenue May 2023

	Мо	nth Ended 5/31/2	23	Ye	ear to Date 5/31/23	3
	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>
Acute			2			•
Swing						
SNF			ž.			- EE
Observation	65,938.00	40,856.47	25,081.53	600,668.00	458,695.29	141,972.71
ER	282,327.00	248,798.67	33,528.33	3,010,573.00	2,793,261.14	217,311.86
ER Phy	114,061.00	91,033,22	23,027.78	1,141,989.00	1,022,029.38	119,959.62
Surgery	39,187.00	65,444.53	(26,257.53)	686,047.00	734,745.36	(48,698.36)
Anesth	4,939.00	4,288.04	650.96	46,666.00	48,141.82	(1,475.82)
CS	12,413.00	11,191.89	1,221.11	176,073.78	125,651.28	50,422.50
LAC	177,841.12	185,484.80	(7,643.68)	1,936,055.44	2,082,436.71	(146,381,27)
LAB	235,114.01	253,444-10	(18,330.09)	2,709,445.54	2,845,415.33	(135,969.79)
Blood Gas	5,013.00	3,195.49	1,817.51	41,775.00	35,875.75	5,899.25
Blood Bank	2,631.00	1,143,61	1,487.39	5,262.00	12,839.28	(7,577.28)
EKG	33,509.00	26,527.00	6,982.00	385,823.20	297,818.51	88,004.69
Stress	1,322.00	416.43	905.57	5,288.00	4,675.30	612.70
Radiology	84,396.00	73,562.48	10,833.52	879,773.60	825,885.46	53,888.14
Mammo			-			
MRI	17,214.00	26,006.59	(8,792.59)	176,480.00	291,975.83	(115,495.83)
Ultrasound	5,932.00	2	5,932.00	72,743.00	<u> </u>	72,743.00
CT Scan	202,576.00	146,342.39	56,233.61	2,183,073.00	1,642,985.06	540,087.94
OP Proc	1,540.00	4,075.00	(2,535,00)	66,208.00	45,750.00	20,458.00
Pharmacy	141,046.50	149,637.73	(8,591.23)	1,782,555.45	1,679,981.89	102,573.56
RT	19,327.00	14,851.01	4,475,99	228,999.00	166,732.20	62,266.80
PT	107,338.00	101,126.64	6,211,36	1,047,617.00	1,135,348.22	(87,731.22)
OT		•	25			570
Telemed			20			
Totals	1,553,664.63	1,447,426.09	106,238.54	17,183,115.01	16,250,243.81	932,871.20

Seneca Healthcare District Professional Fees- Medical May 31, 2023

		Actual ME	Budget ME	(Over)/Under	Actual YTD	Budget YTD	(Over)/Under
G/L#	Description	5/31/2023	5/31/2023	Budget	5/31/2023	5/31/2023	Budget
						, , ,	
	Grand Total	268,249.32	270,362.99	2,113.67	2,887,598.25	2,900,272.84	12,674.59
						23	
4122004	O EMERG RM PHYSICIAN FEES	120,184.00	115,320.00	(4,864.00)	1,275,390.50	1,246,200.00	(29,190.50)
						,	, , ,
	SHD Contracted Physicians	69,880.00	70,680.00	800.00	877,905.00	886,677.50	8,772.50
	Locums Physicians	50,304.00	44,640.00	(5,664.00)	397,485.50	359,522.50	(37,963.00)
						.,	(,,
	4 SURGERY PHYSICIAN FEES	23,658.88	26,373.89	2,715.01	294,804.34	290,112.82	(4,691.52)
4122004							
	Surgery -						
	Surgeries	11,989.84	14,173.89	2,184.05	147,421.14	155,912.82	8,491.68
	Call						
	Clinic	6,869.04	7,500.00	630.96	87,383.20	82,500.00	(4,883.20)
	CDAVA						
	CRNA	4,800.00	4,700.00	(100.00)	60,000.00	51,700.00	(8,300.00)
41220046	LK ALMANOR PHYSICIAN FEES	04 435 03	03 370 03	(2.054.40)			
41229049		84,425.02	82,370.83	(2,054.19)	855,273.26	854,679.17	(594.09)
41223043	,						
	SHD Contracted Physicians	31,712.65	39,166.67	7,454.02	410,519.69	430 033 33	20 212 64
	FNP Supervision	2,700.00	2,937.50	237.50	31,650.00	430,833.33 32,312.50	20,313.64 662.50
	Locums Providers	37,605.93	21,666.67	(15,939.26)	246,110.44	173,333.33	
	Walk-In Clinic	12,406.44	13,600.00	1,193.56	129,668.13		(72,777.11)
	Telemedicine (non-physician)	12,400.44	5,000.00	5,000.00		163,200.00	33,531.87
	retained (non-physician)		3,000.00	3,000.00	37,325.00	55,000.00	17,675.00
		84,425.02	82,370.83	(2,054.19)	855,273.26	854,679.17	(EQ4.00\)
Note:		0-1,423.02	02,370,03	(2,034.13)	833,273.20	034,073.17	(594.09)
	SHD Contracted Physicians include	es Dr. Walls, Dr.	Ware, ED phys	sician hospitalist se	rvices, and Telemo	edicine	
	.,		, 25 pily.		, rices, and retent	- uncille	
Other Prof	fessional Fees- Medical	39,981.42	46,298.26	6,316.84	462,130.15	509,280.85	47,150.70
		,	,	0,010.07	-00,230,23	303,200.03	77,130.70

TAB

B

- Van Meter Ag, Inc. dba Almanor Tree Removal Estimate
- Timber Removal Services Agreement for Licensed Timber Operator Services
- Certificate of Liability Insurance for Van Meter Ag, Inc.
- Application for Public Works Contractor Registration
- Timber Operator License Document Issued By:
 State of CA State Board of Forestry
- Contractor Information Tyrrell Resources, Inc.
- Certificate of Liability Insurance for Tyrrell Resources, Inc.
- Commercial General Liability Coverage Part, etc.



Almanor Tree Removal

P.O. Box 1179
Chester
96020
530-258-3007
almanortreeremoval@gmail.com

ESTIMATE ESTO006

DATE Jul 13, 2023

TOTAL USD \$158,000.00

TO

Building RX

(931)247-0684

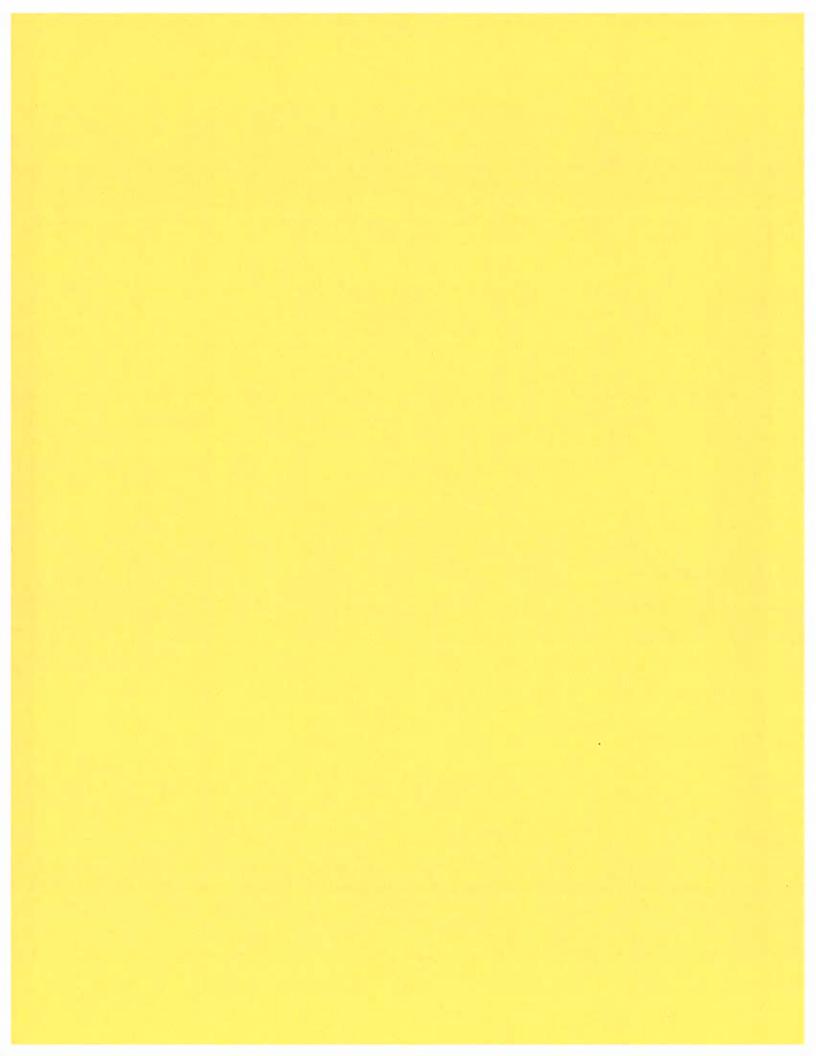
donna@building-rx.com

DESCRIPTION		RATE	QTY	AMOUNT	
Tree, stump and debris removal and disposal Van Meter Ag Inc DBA Almanor Tree Removal Timber Operator License #A-8750 DIR #PW-LR-1000952833		\$155,000.00	1	\$155,000.00	
Tyrrell Resources Inc. DIR#1000007965					
Additional insurance a 3-million-dollar umbrella to our 2-million-do	ollar existing policy.	\$3,000.00	1	\$3,000.00	
	SUBTOTAL			\$158,000.00	
	TAX (0%)			\$0.00	
	TOTAL	USD \$158,000.00			

Van Meter Ag Inc is a local business that works mostly in the Lake Almanor Basin and has been in the field of Forestry for over 35 years. Performing contract work for Private Companies as well as the Federal Government. Doing big logging and thinning jobs to small jobs close to homes. Corey Van Meter has been a licensed Timber Operator since the early 1990's.

Scope of work- We will need 5 weeks to complete the job starting July 25, 2023. Cutting, removing debris and disposing of trees and debris. we will be using the following equipment: Skidder, Excavator, Grinder, Hand Feed Chipper, Chip Truck, Dump Truck, Off Road Dump Truck, Water Truck.

We would like to ask for a walk through and remarking of the trees before we start.



SENECA HEALTHCARE DISTRICT AGREEMENT FOR LICENSED TIMBER OPERATOR SERVICES

1.	PARTIES AND DATE.
Distri	This Agreement for TIMBER REMOVAL Services ("Agreement") is made and entered his, 2023, by and between the Seneca Healthcare ict, ("District") and, with its principal place of business at ("Contractor"). District and Contractor are times individually referred to herein as "Party" and collectively as "Parties."
2.	RECITALS.
۷.	RECITALS.
	2.1 Contractor.
Agree	Contractor desires to perform and assume responsibility for the provision of certain EER REMOVAL services required by District on the terms and conditions set forth in this ement. Contractor represents that it is experienced in providing TIMBER REMOVAL set to public clients, is licensed in the State of California, and is familiar with the plans of ct.
	2.2 Project.
	District desires to engage Contractor to render such services for the REPLACEMENT ICAL ACCESS HOSPITAL/SKILLED NURSING FACILITY project ("Project") as set in this Agreement.
3.	TERMS.
	3.1 Scope of Services; Term.
necess decisi ("Serv attach perfor	3.1.1 General Scope of Services. Contractor promises and agrees to furnish to ct all labor, materials, tools, equipment, services, and incidental and customary work sary to fully and adequately supply the services and advice on various issues affecting the ons of District regarding the Project and on other programs and matters affecting District vices"). The Services are more particularly described in Exhibit "A" and Exhibit "B" ed hereto and incorporated herein by reference. All Services shall be subject to, and med in accordance with, this Agreement, the exhibits attached hereto and incorporated by reference, and all applicable local, state and federal laws, rules and regulations.
shall r	3.1.2 Term. The term of this Agreement shall be from the date first specified to, unless earlier terminated as provided herein. Contractor complete the Services within the term of this Agreement as indicated in Exhibit "C," and neet any other established schedules and deadlines. Neither District nor Contractor shall be dered in default of this Agreement for delays in performance caused by circumstances beyond easonable control of the non-performing party. For purposes of this Agreement, such

circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; pandemics or epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Contractor's exclusive remedy in the event of delay covered under this section shall be a non-compensable extension of time for performance.

3.2 Responsibilities of Contractor.

- 3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. District retains Contractor on an independent contractor basis and not as an employee of District. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of District and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.
- 3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the skilled personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, District shall respond to Contractor's submittals in a timely manner. Upon request of District, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.
- 3.2.3 <u>Conformance to Applicable Requirements</u>. All work prepared by Contractor shall be subject to the approval of District.
- 3.2.4 <u>Substitution of Key Personnel</u>. Contractor has represented to District that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence and experience upon written approval of District. In the event that District and Contractor cannot agree as to the substitution of key personnel, District shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to District, or who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by Contractor at

- 3.2.5 <u>District's Representative</u>. District hereby designates the District Manager, or his or her designee, to act as its representative for the performance of this Agreement ("District's Representative"). District's Representative shall have the power to act on behalf of District for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than District's Representative or his or her designee.
- 3.2.6 Contractor's Representative. Contractor hereby designates _______, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Agreement. Contractor's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.
- 3.2.7 <u>Coordination of Services</u>. Contractor agrees to work closely with District staff in the performance of Services and shall be available to District's staff, contractors and other staff at all reasonable times.
- 3.2.8 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by contractors in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including any required business license, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from District, any services necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein, and shall be fully responsible to District for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Contractor's errors and omissions.. Any employee of Contractor or its subcontractors who is determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by Contractor and shall not be re-employed to perform any of the Services or to work on the Project.
- 3.2.9 <u>Laws and Regulations</u>. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give

all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to District, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold District, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

- (a) <u>Time for Compliance</u>. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall not commence work under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to District that the subcontractor has secured all insurance required under this section.
- (b) <u>Types of Required Coverages</u>. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, Contractor in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance.
 - (i) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as the latest version of the Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least \$1,000,000 per occurrence, at least \$2,000,000 in general aggregate, and at least \$2,000,000 in products and completed operations aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) products and completed operations; (2) contractual liability; (3) third party action over claims; or (4) cross liability exclusion for claims or suits by one insured against another.
 - (ii) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as the latest version of Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) with minimum limits of \$1,000,000 each accident.
 - (iii) Workers' Compensation and Employer's Liability: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

- 3.5.15 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.
- 3.5.16 <u>Invalidity</u>; <u>Severability</u>. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 3.5.17 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 3.5.18 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of any minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.
- 3.5.19 <u>Labor Certification</u>. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.
- 3.5.20 <u>Authority to Enter Agreement</u>. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
- 3.5.21 <u>Counterparts</u>. This Agreement may be signed in counterparts, each of which shall constitute an original.
- 3.5.22 Employment Adverse to District. Contractor shall notify District, and shall obtain District's written consent, prior to accepting work to assist with or participate in a third-party lawsuit or other legal or administrative proceeding against District during the term of this Agreement.

- 3.5.23 <u>Conflict of Employment</u>. Employment by Contractor of personnel currently on the payroll of District shall not be permitted in the performance of this Agreement, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by Contractor of personnel who have been on District's payroll within one year prior to the date of execution of this Agreement, where this employment is caused by and or dependent upon Contractor securing this or related Agreements with District, is prohibited.
- 3.5.24 <u>Survival</u>. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, and the obligations related to receipt of subpoenas or court orders, shall survive any such expiration or termination.
- 3.5.25 <u>Subcontracting</u>. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.
- 3.5.26 <u>Federal Provisions</u>. Contractor shall comply with all federal and State requirements including, but not limited to, the following:
- (a) 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which is expressly incorporated herein by reference.
- (b) Federal Provisions attached hereto as Exhibit "D" and incorporated herein by reference.

Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in the contract, including but not limited to, 2 C.F.R. Part 200 and the Federal Provisions.

With respect to any conflict between such federal requirements and the terms of this contract and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

Each and every provision of law and clause required by law or by contract to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

SIGNATURES ON FOLLOWING PAGE

SIGNATURE PAGE FOR AGREEMENT FOR LICENSED TIMBER OPERATOR SERVICES

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the th day of 2023.									
SENECA HEALTHCARE DISTRICT	(CONTRACTOR)								
Shawn McKenzie CEO	Signature								
Date	Name								
	Title								
	Date								

EXHIBIT "A" SCOPE OF SERVICES

EXHIBIT "B" DRAFT INITIAL STUDY

EXHIBIT "C" COMPENSATION AND SCHEDULE

EXHIBIT "D" FEDERAL PROVISIONS

Article I. FEDERAL AND STATE CONTRACT PROVISIONS

During the performance of this contract, Contractor shall comply with all applicable federal laws and regulations including but not limited to the federal contract provisions in this Exhibit, as well as applicable state laws and regulations including but not limited to the state contract provisions in this Exhibit. In this Exhibit, the term "District" shall mean the local agency entering into this contract with the Contractor.

- 1. CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS (2 C.F.R. § 200.321)
 - (A) Contractor shall be subject to 2 C.F.R. § 200.321 and will take affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award.
 - (B) Affirmative steps shall include:
 - (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
 - (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
 - (v) Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

Contractor shall submit evidence of compliance with the foregoing affirmative steps when requested by the District.

2. COST PRINCIPLES (2 C.F.R. PART 200, SUBPART E)

(A) Costs under this contract must conform to the cost principles set forth under the Uniform Rules at 2 C.F.R. Part 200, subpart E ("Cost Principles"). In general, costs must (i) be necessary and reasonable; (ii) allocable to the grant award; (iii) conform

to any limitations or exclusions set forth in the Cost Principles; (iv) be adequately documented; and (v) be determined in accordance with generally accepted accounting principles ("GAAP"), except, for state and local governments and Indian tribes only, as otherwise provided for in 2 C.F.R. Part 200, subpart E. 2 C.F.R. § 200.403. Costs that are determined unallowable pursuant to a federal audit are subject to repayment by Contractor.

3. ACCESS TO RECORDS & RECORD RETENTION (2 C.F.R. 200.336)

- (A) Contractor shall comply with 2 C.F.R. § 200.336 and provide the Federal Agency, Inspectors General, the Comptroller General of the United States, Agency, and the State of California or any of their authorized representatives access, during normal business hours, to documents, papers, books and records which are directly pertinent to this contract for the purposes of making and responding to audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to the books and records.
- (B) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (C) The Contractor agrees to provide the Federal Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

4. REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.326)

- (A) Appendix II to Part 200 (A); Appendix II to Part 200 (B): Remedies for Breach; Termination for Cause/Convenience. If the contract is in excess of \$10,000 and the contract does not include provisions for both termination for cause and termination for convenience by the District, including the manner by which it will be effected and the basis for settlement, then the following termination clauses shall apply. If the contract is for more than the simplified acquisition threshold and does not provide for administrative, contractual, or legal remedies in instances where Contractor violates or breaches the terms of the contract, then the following termination clauses shall apply and have precedence over the contract.
 - (i) Termination for Convenience. The District may, by written notice to Contractor, terminate this contract for convenience, in whole or in part, at any time by giving written notice to Contractor of such termination, and specifying the effective date thereof ("Notice of Termination for Convenience"). If the termination is for the convenience of the District, the District shall compensate Contractor for work or materials fully and adequately provided through the effective date of termination. No amount shall be paid for unperformed work or materials not provided, including anticipated profit. Contractor shall provide

documentation deemed adequate by the District to show the work actually completed or materials provided by Contractor prior to the effective date of termination. This contract shall terminate on the effective date of the Notice of Termination.

- (ii) Termination for Cause. If Contractor fails to perform pursuant to the terms of this contract, the District shall provide written notice to Contractor specifying the default ("Notice of Default"). If Contractor does not cure such default within ten (10) calendar days of receipt of Notice of Default, the District may terminate this contract for cause. If Contractor fails to cure a default as set forth above, the District may, by written notice to Contractor, terminate this contract for cause, in whole or in part, and specifying the effective date thereof ("Notice of Termination for Cause"). If the termination is for cause, Contractor shall be compensated for that portion of the work or materials provided which has been fully and adequately completed and accepted by the District as of the date the District provides the Notice of Termination. In such case, the District shall have the right to take whatever steps it deems necessary to complete the project and correct Contractor's deficiencies and charge the cost thereof to Contractor, who shall be liable for the full cost of the District's corrective action, including reasonable overhead, profit and attorneys' fees.
- (iii) <u>Reimbursement</u>; <u>Damages</u>. The District shall be entitled to reimbursement for any compensation paid in excess of work rendered or materials provided and shall be entitled to withhold compensation for defective work or other damages caused by Contractor's performance of the work.
- (iv) Additional Termination Provisions. Upon receipt of a Notice of Termination, either for cause or for convenience, Contractor shall promptly discontinue the work unless the Notice directs to the contrary. Contractor shall deliver to the District and transfer title (if necessary) to all provided materials and completed work, and work in progress including drafts, documents, plans, forms, maps, products, graphics, computer programs and reports. The rights and remedies of the parties provided in this Section are in addition to any other rights and remedies provided by law or under this contract. Contractor acknowledges the District's right to terminate this contract with or without cause as provided in this Section, and hereby waives any and all claims for damages that might arise from the District's termination of this contract. The District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Contractor shall not be entitled to payment for unperformed work or materials not provided, and shall not be entitled to damages or compensation for termination of work or supply of materials. If District terminates this contract for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience. In such event, Contractor shall be entitled to receive only the amounts payable under this Section, and Contractor specifically waives any claim for any other amounts or damages, including, but

not limited to, any claim for consequential damages or lost profits. The rights and remedies of the District provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this contract including, but not limited to, the right to specific performance.

- (B) Appendix II to Part 200 (C) Equal Employment Opportunity: Except as otherwise provided under 41 C.F.R. Part 60, Contractor shall comply with the following equal opportunity clause, in accordance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and implementation regulations at 41 C.F.R. Chapter 60:
 - (i) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the District setting forth the provisions of this nondiscrimination clause.
 - (ii) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, or national origin.
 - (iii) Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.
 - (iv) Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer,

- advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (v) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (vi) Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (vii) In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No.11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No.11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (viii) Contractor will include the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24,1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- (C) Appendix II to Part 200 (D) Davis-Bacon Act; Copeland Act: [Not Used. Does not apply to design professional services. 29 CFR § 5.2]
- (D) Appendix II to Part 200 (E) Contract Work Hours and Safety Standards Act:
 - (i) If this contract is in excess of \$100,000 and involves the employment of mechanics or laborers, Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under

- 40 U.S.C. 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (ii) No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (iii) In the event of any violation of the clause set forth in paragraph (ii) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (ii) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (ii) of this section.
- (iv) The District shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (iii) of this section.
- (v) The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (ii) through (v) of this Section and also a clause requiring the

subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (ii) through (v) of this Section.

(E) Appendix II to Part 200 (F) – Rights to Inventions Made Under a Contract or Agreement:

- (i) If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by the District.
- (ii) The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.
- (F) Appendix II to Part 200 (G) Clean Air Act and Federal Water Pollution Control Act: If this contract is in excess of \$150,000, Contractor shall comply with all applicable standards, orders, or requirements issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
 - (i) Pursuant to the Clean Air Act, (1) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) Contractor agrees to report each violation to the District and understands and agrees that the District will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Contractor agrees to include these requirements in each subcontract exceeding \$150,000.
 - (ii) Pursuant to the Federal Water Pollution Control Act, (1) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) Contractor agrees to report each violation to the District and understands and agrees that the District will, in turn, report each

violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Contractor agrees to include these requirements in each subcontract exceeding \$150,000.

- (G) Appendix II to Part 200 (H) Debarment and Suspension: A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
 - (i) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - (ii) Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - (iii) This certification is a material representation of fact relied upon by District. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the District, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - (iv) Contractor warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. Contractor also agrees to verify that all subcontractors performing work under this contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. Contractor further agrees to notify the District in writing immediately if Contractor or its subcontractors are not in compliance during the term of this contract.
- (H) Appendix II to Part 200 (I) Byrd Anti-Lobbying Act: If this contract is in excess of \$100,000, Contractor shall have submitted and filed the required certification pursuant to the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1353). If at any time during the contract term funding exceeds \$100,000.00, Contractor shall file with the District the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying." Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a

member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

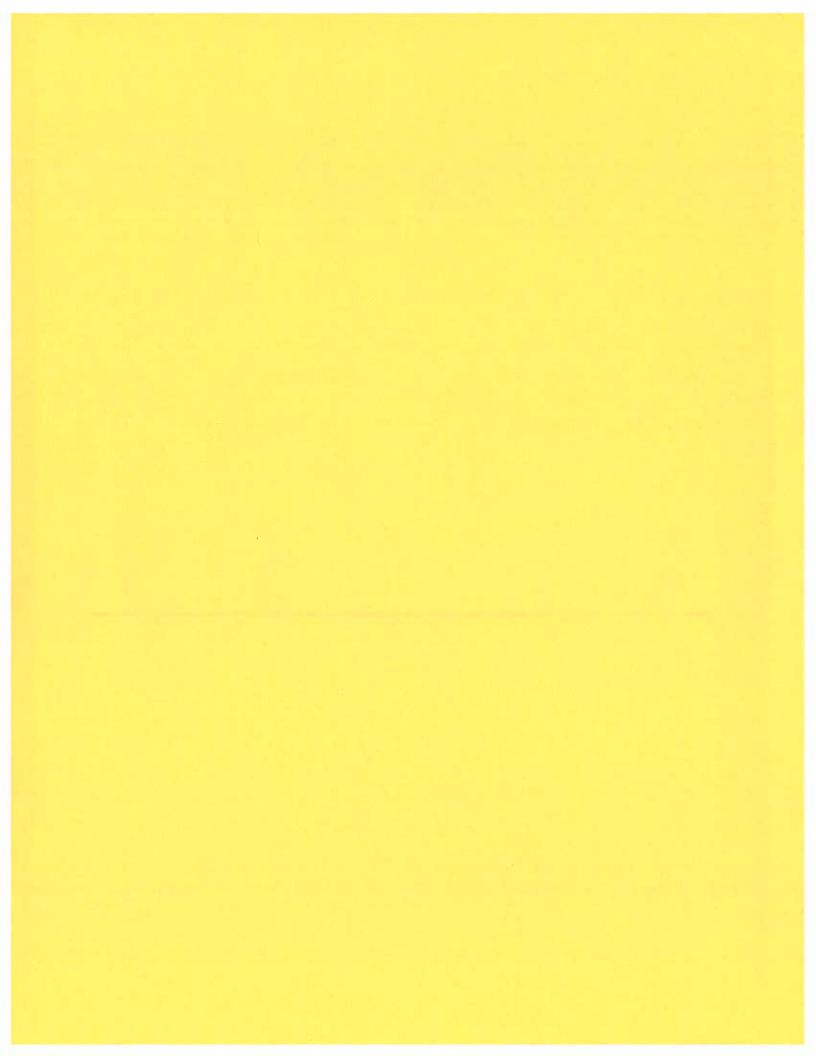
(I) Appendix II to Part 200 (J) – Procurement of Recovered Materials:

- (i) Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement.
- (ii) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or At a reasonable price.
- (iii) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

5. MISCELLANEOUS PROVISIONS

- (A) The Contractor shall not use or any federal agency administering the funds funding this Agreement (collectively "Agencies") seal(s), logos, crests, or reproductions of flags or likenesses of Agencies officials without specific Agencies preapproval.
- (B) This is an acknowledgement that Agencies financial assistance will be used to fund the contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, Agencies policies, procedures, and directives.
- (C) Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.
- (D) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the District, Contractor, any subcontractors or any other party pertaining to any matter resulting from the contract.

- (E) General and Administrative Expenses And Profit For Time And Materials Contracts/Amendments.
 - (i) General and administrative expenses shall be negotiated and must conform to the Cost Principles.
 - (ii) Profit shall be negotiated as a separate element of the cost. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the Contractor, the Contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
 - (iii) Any agreement, amendment or change order for work performed on a time and materials basis shall include a ceiling price that Contractor exceeds at its own risk.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/7/2023

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(les) must be endorsed. If SUBROGATION IS WAIVED, subject to

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APPLICATION FOR PUBLIC WORKS CONTRACTOR REGISTRATION

Registration Information

Type: Public Works

Period: 07/05/2023 06/30/2024

Contractor Information

Contractor Name: Van Meter Ag Inc

Trade Name: Almanor Tree Removal

License Type Number: PW-LR-1000952833

Contractor Physical Address

Physical Business Country: United States of America

Physical Business City/ Susanville

Province:

Physical Business Address: 410 N Mesa St

Physical Business State: CA

Physical Business Postal 96130

Code:

Contractor Mailing Address

Mailing Country: United States of America

Mailing Address: 410 N Mesa St

Mailing City /Province: Susanville

Mailing State: CA

Mailing Postal Code: 96130

Contact Info

Daytime Phone:

Mobile Phone:

Daytime Phone Ext.:

Business Email: vanmeteraginc05@gmail.com

Applicant's Email: vanmeteraginc05@gmail.com

Workers' Compensation

Professional Employer Organization (PEO)

Do you lease employees through Professional Employer Organization? N

Workers' Compensation Overview

Carrier: State Fund

Policyholder Name: Van Meter Ag Inc

Policy Number: 9017435

Inception Date: 07/01/2023

Expiration Date: June 30, 2024

Certification

Yes I certify that I do not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award

Yes I certify that the contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

Yes I certify that one of the following is true: (1) I am licensed by the Contractors State License Board (CSLB) in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code; or (2) my business or trade is not subject to licensing by the CSLB.

I understand refunds are not authorized

I, Corey Van Meter, the undersigned, am, Van Meter Ag Inc with the authority to act for and on behalf of the above named contractor. I certify under penalty of perjury that all of the above information provided is true and correct. I further acknowledge that any untruthful information provided in this application could result in the certification being canceled.

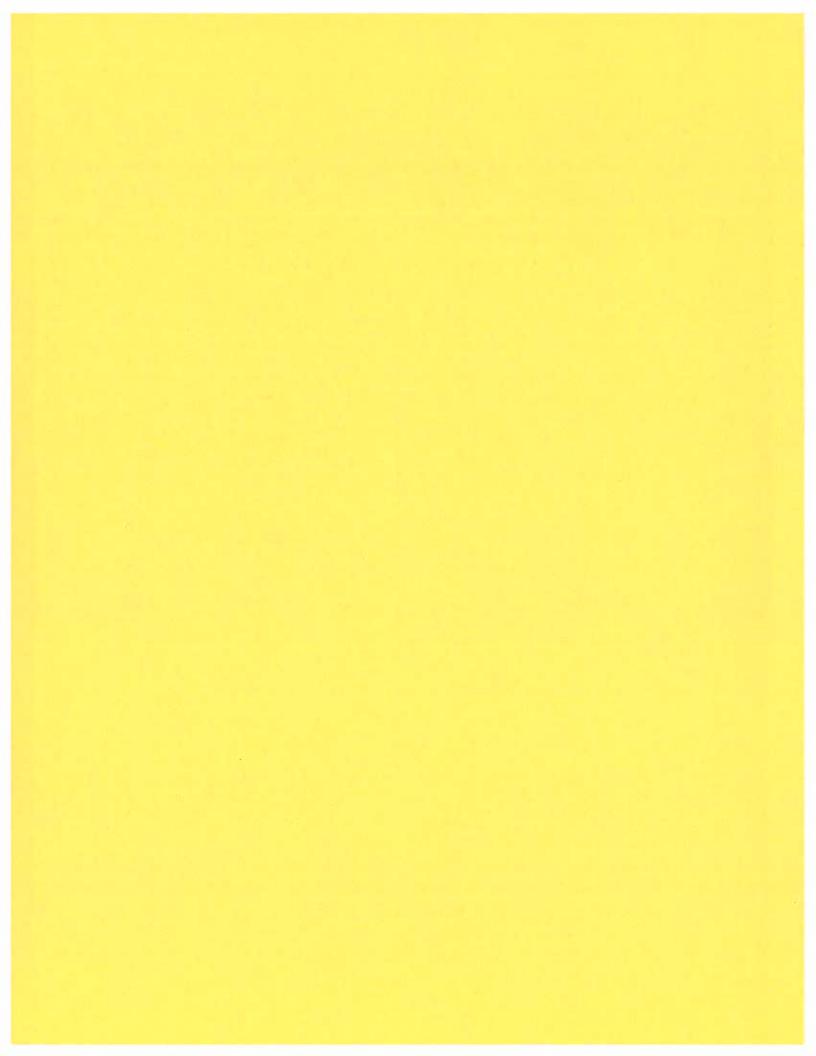
I certify this on: 4:27 PM

Legal Entity Information

Legal Entity Type: Corporation

Name: Van Meter Ag Inc

Registration Services:: Page 2 of 2



License Number:

A8750

Date of Issuance:

1/1/2022

THE RESOURCES AGENCY STATE OF CALIFORNIA

STATE BOARD OF FORESTRY

TIMBER OPERATOR LICENSE

License / 1985 - 1999 1/2023

VAN METER AG INC PO BOX 1179 CHESTER, CA 96020

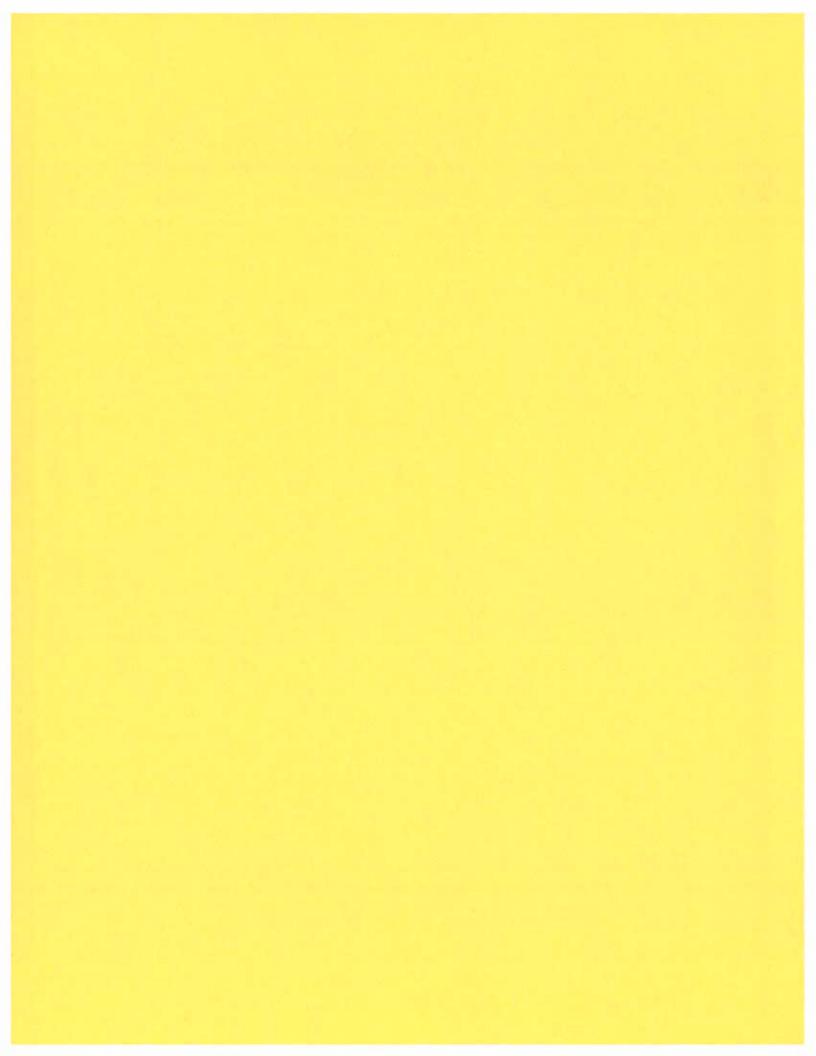
This timber operator license does not purport to confer property rights in timber, land, or the products thereof. the prescribed manner.

This timber operator license is issued pursuant to the provisions of Article 6, Chapter 8, and to the provisions of Article 6, Chapter 8, Division 4 of the Public Resources Code; the regulations of the State Board of Forestry in Article 3, Subchapter 4.1. Chapter 2, Division 2, Title 14 of the Administrative Code; and in response to the licensee's application in

CDF STOCK 78401300491

RM-81 (10/98)

(SEE REVERSE SIDE)



Contractor Information

Legal Entity Name
TYRRELL RESOURCES, INC.
Legal Entity Type
Corporation
Status
Active
Registration Number
1000007965
Registration effective date
7/1/2022
Registration expiration date
6/30/2024
Mailing Address
P.O. BOX 8219 Truckee 96162 CA United States
Physical Address
1243 High Street Auburn 95603 CA United State
Email Address
Trade Name/DBA
License Number(s)
CSLB:938998

Registration History

Effective Date	Expiration Date
6/23/2018	6/30/2019
6/26/2017	6/30/2018
6/20/2016	6/30/2017
6/29/2015	6/30/2016
2/2/2015	6/30/2015
7/1/2019	6/30/2022
7/1/2022	6/30/2024

Legal Entity Information

Agent of Service Name:

Cheryl L. Tyrrell

Agent of Service Mailing Address:

1243 High Street Auburn 95603 CA United States of America

Corporation Number:

Federal Employment Identification Number:

President Name:

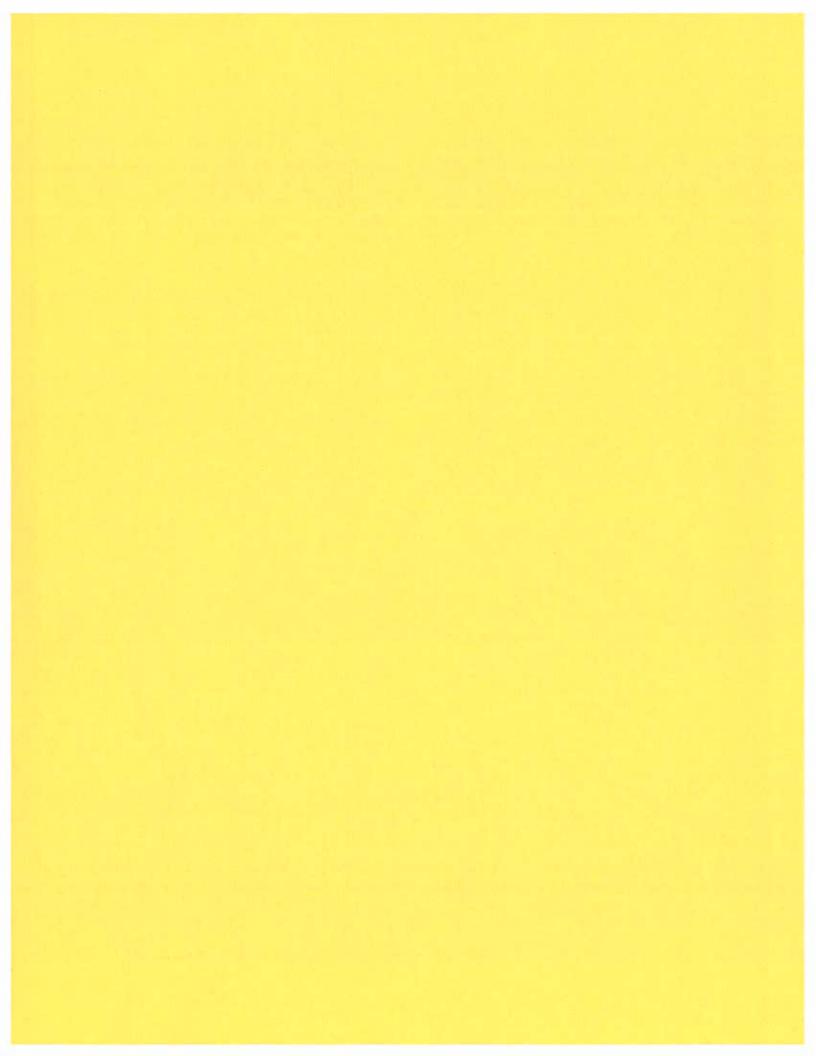
Cheryl L. Tyrrell

Vice President Name:

Treasurer Name:

Secretary Name:

CEO Name:





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/6/2023

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(les) must have ADDITIONAL INSURED provisions or be endorsed

ti	SUBROGATION IS WAIVED, subject ils certificate does not confer rights t	to the	te te	rms and conditions of the cond	re policy uch end	, certain p	olicles may	require an endorsemen	t. A sta	tement on	
PRO	DUCER				CONTAC NAME:						
HU	B International Northwest, LLC				BUGAT						
). Box 10167 gene OR 97440-2167				[A/C, No. Ext): 341-367-1117 [A/C, No]: 541-342-8280						
	gene ON 97440-2107				ADDRESS: Lynn.Wray@HUBinternational.com						
					INSURER(S) AFFORDING COVERAGE NA						
INSU	RED			TYRRRES-01	MSURER A: Accelerant Specialty Insurance Company 168						
	reil Resources, Inc.			THATES				rance Company	_	31453	
P.O. Box 8219						c : Navigato	ors Specialty	Insurance Company		36056	
Tru	ckee CA 96162-8219				INSURER	p : State Co	ompensation	Insurance Fund of Californ	nia	35076	
					INSURER	E: Allianz C	Slobal Corp 8	Specialty		35300	
					INSURER	F:			10420-00	Herrison P	
				NUMBER: 1150611302				REVISION NUMBER:			
IN	IIS IS TO CERTIFY THAT THE POLICIES DICATED. NOTWITHSTANDING ANY RE	QUIR	EME	NT. TERM OR CONDITION	OF ANY	CONTRACT	OR OTHER	DOCUMENT WITH DESDE	OT TO M	ALICH THIS	
E)	ERTIFICATE MAY BE ISSUED OR MAY F CCLUSIONS AND CONDITIONS OF SUCH I	POLIC	AIN,	THE INSURANCE AFFORD	ED BY T	HE POLICIE	S DESCRIBE	D HEREIN IS SUBJECT TO	O ALL TI	HE TERMS,	
INSR		ADDL	SUBR			POLICY EFF MM/DD/YYYY)					
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			•	00012GE00108200	1	1 112312022	11/23/2023	EACH OCCURRENCE DAMAGE TO RENTED	\$ 1,000,0		
111	CLAIMS-MADE X OCCUR				1			PREMISES (Ea occurrence)	\$ 100,00	0	
		İ			- 1			MED EXP (Any one person)	\$ 5,000		
		ļ			1			PERSONAL & ADV INJURY	\$ 1,000,0	000	
	GEN'L AGGREGATE LIMIT APPLIES PER:	i			Ť			GENERAL AGGREGATE	\$ 2,000,0	000	
	POLICY X PRO-		i		- 1			PRODUCTS - COMP/OP AGG	\$ 2,000,6	000	
(3)	OTHER:							Deductible	\$ ***		
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	OWNED SCHEDULED AUTOS ONLY AUTOS NON-OWNED		ŝ		i	9		BODILY INJURY (Per accident)	\$		
19	X HIRED X NON-OWNED AUTOS ONLY	į			l			PROPERTY DAMAGE (Per accident)	\$		
									\$	2.	
A	UMBRELLA LIAB X OCCUR			S0012XS00109300	- 1	11/23/2022	11/23/2023	EACH OCCURRENCE	\$ 2,000,0	000	
	X EXCESS LIAB CLAIMS-MADE				Ÿ			AGGREGATE	\$ 2,000.0	000	
	DED RETENTIONS	- i							S		
D	WORKERS COMPENSATION		Υ	9120660		12/31/2022	12/31/2023	X PER OTH-			
	AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE Y/N		i		i	i		E.L. EACH ACCIDENT	\$ 1,000,0	100	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A			- 1			E.L. DISEASE - EA EMPLOYEE			
	If yes, describe under DESCRIPTION OF OPERATIONS below	1						E.L. DISEASE - POLICY LIMIT	\$ 1,000,0	1	
E	LBFPD** (Per Occurrence)			MXI93046285		11/23/2022	11/23/2023	Limit: \$1,000,000	Ded: \$	25,000	
C	Potketion Liability	Υ		SF22ECPU00483NC		7/1/2022	7/1/2024	Limit: \$5,000,000	Ded: \$	2,500	
			- 1					E .			
_	RIPTION OF OPERATIONS / LOCATIONS / VEHICL ifficate Holder and all entities required by rogation with respects to the General Li ution Liability as required by written contract per attached en "Excess Liability is over Gener "*LBFPD refers to Loggers Brog "*General Liability Deductible \$ \$	write ability ract p dorse al Lia ad Fo 10,00	ten c and per a men ibility orm F		ditional la dditional ver of Su arms, con Employer ry Liabilit	isured on a Insured on brogation a iditions and a Liablity of y and Prope	Primary and a Primary an pplies with re exclusions. nly erty Damage	Alman a mandalli calama a fica alla contra	n Walver ith respe mpensat	r of ects to the ion as	
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	For Informational Purposes				THE ACCO	EXPIRATION RDANCE WI ZED REPRESEI	N DATE THI TH THE POLIC	ESCRIBED POLICIES BE CA EREOF, NOTICE WILL E Y PROVISIONS.			
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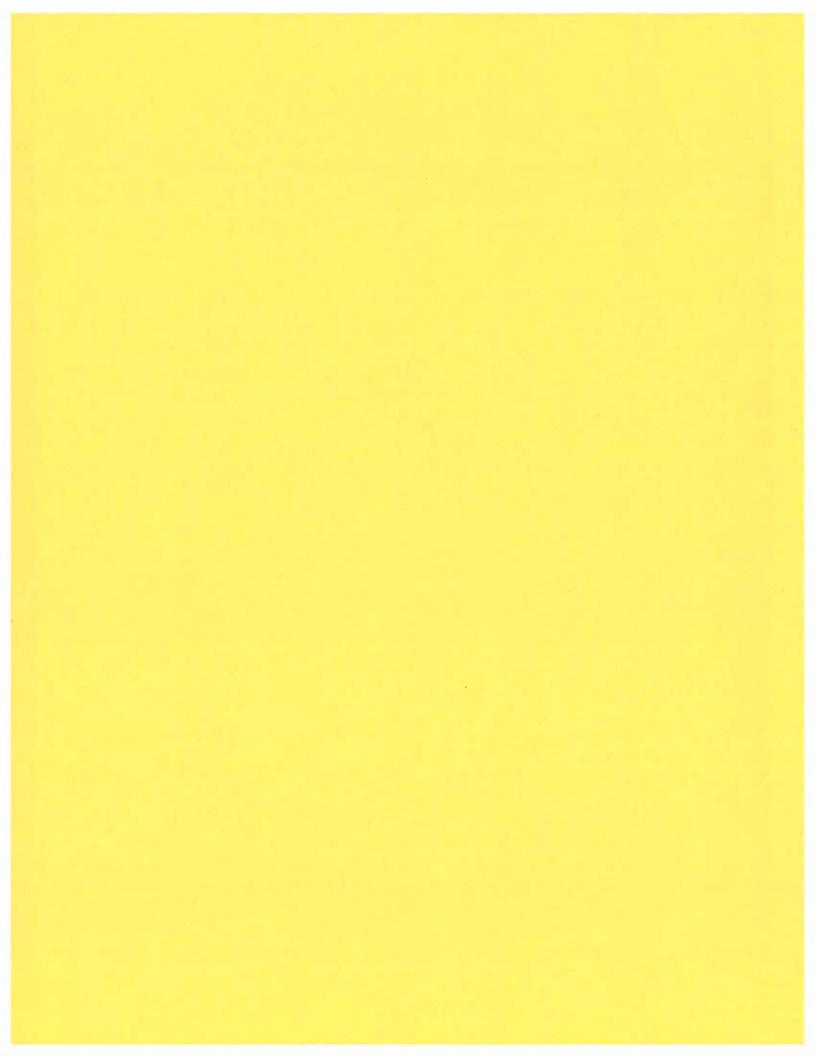
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/6/2023

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

B	ELOW. THIS CERTIFICATE OF INS EPRESENTATIVE OR PRODUCER, A	SURANCE ND THE C	DOES NOT CONSTITU	TE A C	ONTRACT	BETWEEN 1	THE ISSUING INSURE	R(S), A	UTHORIZED		
11	APORTANT: If the certificate holder SUBROGATION IS WAIVED, subject	s an ADD to the ter	ITIONAL INSURED, the person and conditions of the	ie polic	v. certain p	olicies may	NAL INSURED provision require an endorseme	ons or b	statement on		
	ils certificate does not confer rights t	o the cent	nicate holder in lieu of si).					
	DUÇER ID International Marthugat, I.I.C.			CONTAI NAME:	Lynn Wra						
	IB International Northwest, LLC D. Box 10167			PHONE FAX (A/C, No.): 541-687-1117 [A/C, No.): 541-342-8280							
	gene OR 97440-2167			E-MAIL ADDRE	se Lynn.Wn	y@HUBinter		<u>,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,</u>			
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				nierios			rance Company				
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Ty	rrell Resources, Inc.					e msurance c	Company of Florida				
	D. Box 8219			INSURE							
III	ıckee CA 96162-8219			INSURE			-				
				INSURE	RE:				-		
				INSURE	RF:				<u>l</u>		
_			NUMBER: 925049601				REVISION NUMBER:				
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NSR	TYPE OF INSURANCE	INSD WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	Lik	UTS			
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$\$			
							MED EXP (Any one person)	5			
							PERSONAL & ADV INJURY	s			
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	5			
	POLICY PRO- LOC						PRODUCTS - COMPIOP AGO	s			
		4 1						\$	- 10		
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT	2			
	ANY AUTO						(Ea accident) BODILY INJURY (Per person)	\$			
	OWNED SCHEDULED						BODILY INJURY (Per accider				
	AUTOS ONLY AUTOS						PROPERTY DAMAGE	-			
	HIRED NON-OWNED AUTOS ONLY						(Per accident)	5			
								\$			
Α	UMBRELLALIAB X OCCUR		BTN2229495		11/23/2022	11/23/2023	EACH OCCURRENCE	-	000		
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$ 3,00	00.000		
	DED RETENTION \$							\$			
	WORKERS COMPENSATION						PER OTH-				
	AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE						E.L. EACH ACCIDENT	\$			
	OFFICER/MEMBER EXCLUDED? [Mendatory in NH)	N/A				r	E.L. DISEASE - EA EMPLOY	EE S			
	If vas, describe under						E.L. DISEASE - POLICY LIMI				
8	DESCRIPTION OF OPERATIONS below Excess Liability		CXP01691100		3/8/2023	11/23/2023	Each Occurrence:	\$5,0	000,000		
٥	ELCOSS CROWN		3A 01337133				Aggregate:	\$5,0	000,000		
DE8	ERIPTION OF OPERATIONS / LOCATIONS / VEHIC cess Liability is over General Liability an	LES (ACORD d Automob	101, Additional Remarks Schedu ille Liability as provided on	ile, may b separa	attached if moi te Certificate	e space is requir of insurance.	, ed)				
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				THE	EXPIRATIO	N DATE TH	DESCRIBED POLICIES BE EREOF, NOTICE WILL CY PROVISIONS.	CANCE BE D	LLED BEFORE ELIVERED IN		
	For Informational Purpose	5	AUTHORIZED REPRESENTATIVE								



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: As required by written contract executed by both parties prior to loss

(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.

ADDITIONAL INSURED – OWNERS, LESSES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As required by written contract executed by both parties prior to a loss	All Locations covered under this policy
	¥
Information required to complete this Schedule, if not sho	own above, will be shown in the Declarations.

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

However:

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

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

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

- Required by the contract or agreement; or
- Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

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

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

As required by permits or Any agency or subdivision you have agreed in a written contract to add as an additional insured on your policy provided the written contract is executed by both parties prior to loss.

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 any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:
 - This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization. However:
 - The insurance afforded to such additional insured only applies to the extent permitted by law; and
 - b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
 - 2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or
- "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - b. "Bodily injury" or "property damage" included within the "productscompleted operations hazard".
- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:
 - If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
 - 1. Required by the contract or agreement; or
 - 2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is

less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY OTHER INSURANCE AMENDMENT – PRIORITY OF COVERAGE

SECTION IV. COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance, is amended as follows:

When agreed to in writing in a contract or agreement:

1. Paragraph a. Primary Insurance, is replaced with the following:

This insurance is primary insurance as respects to our coverage for the Named Insureds except when **b**. below applies. We will not seek contribution from any other insurance policy available to a Named Insured where the Named Insured is also a Named Insured on such other insurance.

2. Paragraph b. Excess Insurance, item (1). (b). is replaced with the following:

Any other valid and collectible insurance, whether primary, excess, contingent or any other basis, available to a Named Insured on this insurance, on which such Named Insured is an additional insured by attachment of an endorsement or otherwise. In the event such other insurance declines coverage, then this insurance shall provide coverage to the Named Insured per its terms, and in so doing shall not waive any of its rights to recover from such other insurance.

MS CON 120309a 07 21 Page 1 of 1

COMMERCIAL GENERAL LIABILITY CG 24 04 12 19 THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY NUMBER: S0012GL00109200

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART ELECTRONIC DATA LIABILITY COVERAGE PART LIQUOR LIABILITY COVERAGE PART POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART RAILROAD PROTECTIVE LIABILITY COVERAGE PART UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Per	son(s) Or O	rganization(s)): As required	d by written co	ontract execute	ed by both part	ties prior to
Information re	aruired to co	mnlete this Scl	hedule if not s	:hown above v	vill he shown in	the Declarations	
information re	equirea to co	mpiete triis Sci	neoule, il not s	STOWIT ADOVE, V	AIII DE SHOMITHI	the Decianations	5 .

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

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

POLICY NUMBER: S0012GL00109200

AGGREGATE LIMITS OF INSURANCE (PER PROJECT – WITH POLICY CAP)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance	provided under	the following:
-------------------------------------	----------------	----------------

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The General Aggregate Limit under LIMITS OF INSURANCE (SECTION III) applies separately to each of your projects away from premises owned by or rented by you.

Notwithstanding the application of the General Aggregate Limit to each of your projects, under no circumstances, will we pay more than 5,000,000.00 for all claims under this policy that are subject to the General Aggregate Limit.

All other terms and conditions of this policy shall remain unchanged.

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

BUSINESS AUTO ULTRA ENDORSEMENT

This endorsement modifies insurance provided under the following: **BUSINESS AUTO COVERAGE FORM** COMMON POLICY CONDITIONS

COVERAGE INDEX

DESCRIPTION	PAGE
Temporary Substitute Auto Physical Damage	2
Broad Form Insured	2
Employee as Insureds	2
Additional Insured Status by Contract, Agreement or Permit	2
Bail Bond Coverage	3
Loss of Earnings Coverage	3
Amended Fellow Employee Coverage	3
Towing and Labor	3
Physical Damage Additional Transportation Expense Coverage	3
Extra Expense - Theft	3
Rental Reimbursement and Additional Transportation Expense	4
Personal Effects Coverage	4
Personal Property of Others	4
Locksmith Coverage	4
Vehicle Wrap Coverage	5
Airbag Accidental Discharge	5
Audio, Visual and Data Electronic Equipment Coverage	5
Auto Loan/Lease Total Loss Protection	5
Glass Repair - Deductible Amendment	5
Amended Duties in the Event of Accident, Claim, Suit or Loss	6
Waiver of Subrogation Required by Contract	6
Unintentional Failure to Disclose	6
Hired, Leased, Rented or Волоwed Auto Physical Damage	6
Mental Anguish	7
Extended Cancellation Condition	7

The COVERAGE INDEX set forth above is informational only and grants no coverage.

Terms set forth in (Bold Italics) are likewise for information only and by themselves shall be deemed to grant no coverage.

(Temporary Substitute Auto Physical Damage)

A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

SECTION I - COVERED AUTOS, paragraph C. Certain Trailers, Mobile Equipment and Temporary Substitute Autos is amended by adding the following at the end of the existing language:

If Physical Damage Coverage is provided under this Coverage form for an "auto" you own, the Physical Damage coverages provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of its breakdown, repair, servicing, "loss", or destruction

B. BROADENED LIABILITY COVERAGES

SECTION II - LIABILITY COVERAGE in Paragraph A. Coverage at 1. Who is An Insured is amended to include the following:

(Broad Form Insured)

- d. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- e. Any organization that is acquired or formed by you, during the term of this policy and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (1) That is a joint venture or partnership.
 - (2) That is an "insured" under any other policy,
 - (3) That has exhausted its Limits of Insurance under any other policy, or
 - (4) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation

Coverage does not apply to "bodily injury" or "property damage" that results from an accident that occurred before you formed or acquired the organization.

(Employee as insureds)

f. Any employee of yours while acting in the course of your business or your personal affairs while using a covered "auto" you do not own, hire or borrow.

(Additional Insured Status by Contract, Agreement or Permit)

- g. Any person or organization whom you are required to add as an additional insured on this policy under a written contract or agreement; but the written contract or agreement must be:
 - (1) Currently in effect or becoming effective during the term of this policy; and
 - (2) Executed prior to the "bodily injury" or "property damage."

The additional insured status will apply only with respect to your liability for "bodily injury" or "property damage" which may be imputed to that person(s) or organization(s) directly arising out of the ownership, maintenance or use of the covered "autos" at the location(s) designated, if any.

Coverage provided by this endorsement will not exceed the limits of liability required by the written contract or written agreement even if the limits of liability stated in the policy exceed those limits. This endorsement shall not increase the limits stated in Section II. C. Limits of Insurance.

For any covered "auto" you own this Coverage Form provides primary coverage.

C. BROADENED SUPPLEMENTARY PAYMENTS

SECTION II. LIABILITY A. Coverage 2. Coverage Extensions a. Supplementary Payments (2) and (4) are replaced by the following:

(Ball Bond Coverage)

(2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(Loss of Earnings Coverage)

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earning up to \$500 a day because of time off from work.

(Amended Fellow Employee Exclusion)

D. AMENDED FELLOW EMPLOYEE EXCLUSION

Only with respect to your "employees" who occupy positions which are supervisory in nature, SECTION II. LIABILITY B. Exclusion 5. Fellow Employee is replaced by:

5. Fellow Employee

"Bodily Injury":

- a. To you, or your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
- b. To your "executive officers" and directors (if you are an organization other than a partnership, joint venture, or limited liability company) but only with respect to performance of their duties as your officers or directors;
- c. For which there is an obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph a and b above; or
- d. Arising out of his or her providing or failing to provide professional health care services.

For purposes of this endorsement, a position is deemed to be supervisory in nature if that person performs principle work which is substantially different from that of his or her subordinates and has authority to hire, transfer, direct, discipline or discharge.

E. BROADENED PHYSICAL DAMAGE COVERAGES

SECTION III - PHYSICAL DAMAGE COVERAGE A. Coverage is amended as follows:

(Towing and Labor)

2. Towing is deleted and replaced with the following:

2. Towing and Labor

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" is disabled:

- a. For private passenger type vehicles we will pay up to \$100 per disablement.
- b. For all other covered "auto's" we will pay up to \$500 per disablement

However, the labor must be performed at the place of disablement.

(Physical Damage Additional Transportation Expense Coverage)

4. Coverage Extensions

a. Transportation Expenses is amended to provide the following limits:

We will pay up to \$60 per day to a maximum of \$1,800. All other terms and provisions of this section remain applicable.

The following language is added to 4. Coverage Extensions:

(Extra Expense - Theft)

c. Theft Recovery Expense

If you have purchased Comprehensive Coverage on an "auto" that is stolen, we will pay the expense of returning that stolen auto to you. The limit for this coverage extension is \$5,000.

(Rental Reimbursement and Additional Transportation Expense)

d. Rental Reimbursement

We will provide Rental Reimbursement and Additional Expense coverage only for those Physical Damage coverages for which a premium is shown in the Declarations or schedule pages. Coverage applies only to a covered "auto".

- (1) We will pay for auto rental expense and the expense incurred by you because of "loss" to remove and transfer your materials and equipment from a covered "auto" to a covered "auto." Payment applies in addition to the otherwise applicable coverage you have on a covered "auto." No deductible applies to this coverage.
- (2) We will pay only for expenses incurred during the policy period and beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - (a) The number of days reasonably required to repair or replace the covered "auto." If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you, or
 - (b) 30 days.
- (3) Our payment is limited to the lesser of the following amounts:
 - (a) Necessary and actual expenses incurred; or
 - (b) \$75 per day.
 - (c) This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
 - (d) If "loss" results from the total theft of a covered "auto" of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expense which is not already provided for under the SECTION III PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses.

(Personal Effects Coverage)

e. Personal Effects

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$500 for Personal Effects stolen with the "auto". The insurance provided under this provision is excess over any other collectible insurance. For this coverage extension, Personal Effects means tangible property that is wom or carried by an "insured".

(Personal Property of Others)

f. Personal Property of Others

We will pay up to \$500 for loss to personal property of others in or on your covered "auto." This coverage applies only in the event of "loss" to your covered "auto" caused by fire, lightning, explosion, theft, mischief or vandalism, the covered "auto's" collision with another object, or the covered "auto's" overturn. No deductibles apply to this coverage.

(Locksmith Coverage)

g. Locksmith Coverage

We will pay up to \$250 per occurrence for necessary locksmith services for keys locked inside a covered private passenger "auto". The deductible is waived for these services.

(Vehicle Wrap Coverage)

h. Vehicle Wrap Coverage

If you have Comprehensive or Collision coverage on an "auto" that is a total loss, in addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

(Airbag Accidental Discharge)

F. SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions is amended at 3. to include the following language:

If you have purchased Comprehensive or Collision Coverage under this policy, this exclusion does not apply to mechanical breakdown relating to the accidental discharge of an air bag. This coverage applies only to a covered auto you own and is excess of any other collectible insurance or warranty. No deductible applies to this coverage.

G. BROADENED LIMITS OF INSURANCE

(Audio, Visual and Data Electronic Equipment Coverage)

SECTION III - PHYSICAL DAMAGE COVERAGE - C. Limit of Insurance at 1.b. is amended to provide the following limits:

b. Limits of \$1,000 per "loss" is increased to \$5,000 per "loss". All other terms and provisions of this section remain applicable.

(Auto Loan/Lease Total Loss Protection)

SECTION III - PHYSICAL DAMAGE COVERAGE - C. Limit of Insurance is amended by adding the following language:

- 4. In the event of a total "loss" to a covered "auto" shown in the Schedule pages, subject at the time of the "loss" to a loan or lease, we will pay any unpaid amount due including up to a maximum of \$500 for early termination fees or penalties on the lease or loan for a covered"auto" less:
 - a. The amount paid under the Physical Damage Coverage Section of the policy; and
 - b. Anv:
 - (1) Overdue lease / loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous loans or leases.

(Glass Repair - Deductible Amendment)

H. GLASS REPAIR - DEDUCTIBLE

SECTION III - PHYSICAL DAMAGE COVERAGE - D. Deductible is amended by adding the following:

Any deductible shown in the Declarations as applicable to the covered "auto" will not apply to glass breakage if the damaged glass is repaired, rather than replaced.

(Amended Duties in the Event of Accident, Claim, Suit or Loss)

I. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Under SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, the following is added to paragraph 2. **Duties In The Event of Accident, Suit or Loss:**

- d. Knowledge of any "accident", "claim", "suit" or "loss" will be deemed knowledge by you when notice of such "accident", "claim", "suit" or "loss" has been received by:
 - (1) You, if you are an individual:
 - (2) Any partner or insurance manager if you are a partnership;
 - (3) An executive officer or insurance manager, if you are a corporation:
 - (4) Your members, managers or insurance manager, if you are a limited liability company; or
 - (5) Your officials, trustees, board members or insurance manager, if you are a not-for-profit organization.

(Waiver of Subrogation by Contract)

J. WAIVER OF SUBROGATION REQUIRED BY CONTRACT

Under SECTION IV. BUSINESS AUTO CONDITIONS, A. Loss Conditions 5. Transfer of Rights of Recovery Against Others to Us the following language is added:

However, we waive any rights of recovery we may have against the person or organization with whom you have agreed in writing in a contract, agreement or permit, to provide insurance such as is afforded under the policy to which this endorsement is attached. This provision does not apply unless the written contract or written agreement has been executed, or permit has been issued, prior to the "bodily injury" or "property damage."

(Unintentional Failure to Disclose)

K. UNINTENTIONAL FAILURE TO DISCLOSE

Under SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, the following is added to 2. Concealment, Misrepresentation Or Fraud:

Your unintentional error in disclosing, or failing to disclose, any material fact existing at the effective date of this Coverage Form, or during the policy period in connection with any additional hazards, will not prejudice your rights under this Coverage Form.

(Hired, Leased, Rented or Borrowed Auto Physical Damage)

L. HIRED. LEASED. RENTED OR BORROWED AUTO PHYSICAL DAMAGE

Under SECTION IV - BUSINESS AUTO CONDITIONS B. General Conditions 5. Other Insurance Paragraph 5.b. is replaced by the following:

- b. (1) For "Comprehensive" and "Collision" Auto Physical Damage coverage provided by this endorsement, the following are deemed to be covered "autos" you own:
 - (a) Any Covered "auto" you lease, hire, rent or borrow; and
 - (b) Any Covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

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

(2) Limit of Insurance For This Section

The most we will pay for any one "loss" is the lesser of the following:

- (a) \$75,000 per accident, or
- (b) actual cash value at the time of loss, or
- (c) cost of repair.

Minus a \$500 deductible. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss. No deductible applies to "loss" caused by fire or lightning.

- (3) This Hired Auto Physical Damage coverage is excess over any other collectible insurance.
- (4) Definitions For This Section
 - (a) Comprehensive Coverage: from any cause except the covered "auto's" collision with another object or the covered "auto's" overturn. We will pay glass breakage, "loss" caused by hitting a bird or animal and, "loss" caused by falling objects or missiles.
 - (b) Collision Coverage: caused by the covered "auto's" collision with another object or by the covered "auto's" overturn.

(Mental Anguish)

M. MENTAL ANGUISH

Under SECTION V - DEFINITIONS, C. is replaced by the following:

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including mental anguish or death resulting from bodily injury, sickness, or disease.

(Extended Cancellation Condition)

N. EXTENDED CANCELLATION CONDITION

Under CANCELLATION, of the COMMON POLICY CONDITIONS form, item 2.b. is replaced by the following:

b. 60 days before the effective date of cancellation if we cancel for any other reason.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the Other insurance Condition in the Business Auto Coverage Form and the Other Insurance – Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

- Such "insured" is a Named Insured under such other insurance; and
- You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

- B. The following is added to the Other Insurance Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:
 - This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
 - Such "insured" is a Named Insured under such other insurance; and
 - You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

ENDORSEMENT NO. 3

Effective 12:01 AM Std Time: 7/1/2022

issued to:

Tyrrell Resources, Inc.

Policy Number:

SF22ECPU00483NC

Company:

Navigators Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSUREDS ENDORSEMENT (PRIMARY NON-CONTRIBUTORY)

1. It is hereby agreed that the persons or entities scheduled below qualify as insureds under SECTION II. WHO IS AN INSURED, but only with respect to a pollution incident arising out of your work.

Scheduled Additional Insureds

Any clients for whom you perform your work but only when required by written contract with your client provided the contract is executed and effective prior to the date the pollution incident first commenced, and only for the lesser of the amount stated in the contract or the applicable limits of liability in this policy.

2. Solely with respect to the additional insureds scheduled above, the following is added to SECTION IV. CONDITIONS, paragraph 16. Other Insurance:

Notwithstanding any other provision to the contrary in this Policy, with respect to the additional insureds scheduled above, and only when required by written contract, the insurance afforded by this policy shall be primary and non-contributory with any other valid and collectible insurance and our obligations are not affected by any such other insurance.

- 3. Nothing in this endorsement shall operate or be construed to increase any of the limits of liability under this
- 4. No coverage is afforded under this Policy for any loss arising out of a scheduled additional insured's own liability, sole negligence, or willful or deliberate misconduct.

All other terms, conditions, and exclusions shall remain the same.

Form No: NENV 8001 (03-13)

ENDORSEMENT AGREEMENT



WAIVER OF SUBROGATION BLANKET BASIS

REP B1 9120660 RENEWAL NA 7-78-62-15

HOME OFFICE SAN FRANCISCO

EFFECTIVE DECEMBER 31, 2022 AT 12.01 A.M.
AND EXPIRING DECEMBER 31, 2023 AT 12.01 A.M.

PAGE 1 OF 1

ALL EFFECTIVE DATES ARE AT 12:01 AM PACIFIC STANDARD TIME OR THE TIME INDICATED AT PACIFIC STANDARD TIME

> TYRRELL RESOURCES, INC. PO BOX 8219 TRUCKEE, CA 96162

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.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE 2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

PERSON OR ORGANIZATION

JOB DESCRIPTION

ANY PERSON OR ORGANIZATION
FOR WHOM THE NAMED INSURED
HAS AGREED BY WRITTEN
CONTRACT TO FURNISH THIS
WAIVER

BLANKET WAIVER OF SUBROGATION

NOTHING IN THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY OTHER THAN AS ABOVE STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR LIMITATIONS IN THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

NOVEMBER 20, 2022

PRESIDENT AND CEO

2572 OLO DP 217

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

7/7/2023

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(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

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CERTIFICATE HOLDER	CANCELLATION					
lisa@building-rx.com Seneca Hospital District PO Box 737	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
Chester, CA 96020	AUTHORIZED REPRESENTATIVE					
	Eric Roberson/KAP	Eric Roverson				

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APPLICATION FOR PUBLIC WORKS CONTRACTOR REGISTRATION

Registration Information

Type: Public Works

Period: 07/05/2023 06/30/2024

Contractor Information

Contractor Name: Van Meter Ag Inc

Trade Name: Almanor Tree Removal License Type Number: PW-LR-1000952833

Contractor Physical Address

Physical Business Country: United States of America

Physical Business City/ Susanville

Province:

Physical Business Address: 410 N Mesa St

Physical Business State: CA

Physical Business Postal 96130

Code:

Contractor Mailing Address

Mailing Country: United States of America

Mailing Address: 410 N Mesa St

Mailing City / Province: Susanville

Mailing State: CA

Mailing Postal Code: 96130

Contact Info

Daytime Phone:

Mobile Phone:

Daytime Phone Ext.:

Business Email: vanmeteraginc05@gmail.com

Applicant's Email: vanmeteraginc05@gmail.com

Workers' Compensation

Professional Employer Organization (PEO)

Do you lease employees through Professional Employer Organization?

Workers' Compensation Overview

Carrier: State Fund

Policyholder Name: Van Meter Ag Inc

Policy Number: 9017435

Inception Date: 07/01/2023

Expiration Date: June 30, 2024

Certification

Yes I certify that I do not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award

Yes I certify that the contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

Yes I certify that one of the following is true: (1) I am licensed by the Contractors State License Board (CSLB) in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code; or (2) my business or trade is not subject to licensing by the CSLB.

Lunderstand refunds are not authorized

I, Corey Van Meter, the undersigned, am, Van Meter Ag Inc with the authority to act for and on behalf of the above named contractor. I certify under penalty of perjury that all of the above information provided is true and correct. I further acknowledge that any untruthful information provided in this application could result in the certification being canceled.

I certify this on: 4:27 PM

Legal Entity Information

Legal Entity Type: Corporation

Name: Van Meter Ag Inc

RM-61 (10/98)

STATE OF CALIFORNIA

THE RESOURCES AGENCY

STATE BOARD OF FORESTRY

TIMBER OPERATOR LICENSE

License /28/52-1999/2023

VAN METER AG INC PO BOX 1179

CHESTER, CA 96020

Date of Issuance:

1/1/2022

License Number:

A8750

This timber operator license is issued pursuant to the provisions of Article 6, Chapter 8, pursion 4 of the Public Resources Code, the regulations of the State Board of Forestry in Article 3, Subchapter 4, 1, Chapter 2, Division 2, Title 14 of the Administrative Code, and in response to the licensee's application in

This timber operator license does not purport to confer property rights in timber, land, or the products thereof. the prescribed manner.

CDF STOCK 75401300491

(SEE REVERSE SIDE)