

**KARUK TRIBE
COUNCIL MEETING AGENDA**

Thursday, November 17, 2016, 3 PM, Happy Camp, CA

A) CALL MEETING TO ORDER – ROLL CALL

AA) PRAYER / KARUK TRIBE MISSION STATEMENT

The mission of the Karuk Tribe is to promote the general welfare of all Karuk People, to establish equality and justice for our Tribe, to restore and preserve Tribal traditions, customs, language and ancestral rights, and to secure to ourselves and our descendants the power to exercise the inherent rights of self-governance.

CH) APPROVAL OF AGENDA

EE) CONSENT CALENDAR

F) APPROVAL OF MINUTES (October 27, 2016)

****SWEARING IN NEW COUNCIL MEMBERS ****

ACKNOWLEDGEMENT

H) OLD BUSINESS (Five Minutes Each)

1.

I) GUESTS (Ten Minutes Each)

1.

II) DIRECTOR REPORTS (Ten Minutes Each)

2. Bari Talley, People's Center Coordinator (written report)
3. Leaf Hillman, DNR Director (written report)
4. Sandi Tripp, Director of Transportation (written report)
5. April Attebury, Judicial Systems Administrator (written report)
6. Karen Derry, KCDC Operations Manager (written report)
7. Lester Alford, TANF Director (written report)
8. Eric Cutright, IT Director (written report)
9. William Guevara, KTHA Director
10. Laura Mayton, Chief Financial Officer (written report)
11. Dion Wood, TERO/Childcare Director (written report)

12. Rose Butterfly, Education Coordinator (written report)
13. Dora Bernal, HR Director
14. Scott Quinn, Director of Land Management
15. Emma Lee Perez, Contract Compliance

K) REQUESTS (Five Minutes Each)

M) PHONE VOTES (Five Minutes Each)

M) INFORMATIONAL (Five Minutes Each)

N) COMMITTEE REPORTS (Five Minutes Each)

1. KTHA Meeting Minutes

OO) CLOSED SESSION (Five Minutes Each)

1. Enrollment (dinner break)
2. Fatima Abbas
3. Barbara Snider
4. Tribal Council Members

P) SET DATE FOR NEXT MEETING (December 15, 2016 at 3PM, Orleans, CA)

R) ADJOURN

**Karuk Tribe – Council Meeting
October 27, 2016 – Meeting Minutes**

Meeting called to order at 3pm by Chairman Attebery.

Present:

Russell “Buster” Attebery, Chairman
Michael Thom, Vice-Chairman
Charron “Sonny” Davis, Member at Large
Alvis “Bud” Johnson, Member at Large
Arch Super, Member at large
Elsa Goodwin, Member at Large
Josh Saxon, Member at Large (excused at 3:13pm)

Absent:

Robert Super, Vice-Chairman (excused)
Renee Stauffer, Member at Large (excused)

Sonny Davis completed a prayer and Buster Attebery read the Mission Statement.

Agenda:

Elsa Goodwin moved and Michael Thom seconded to approve the agenda with changes, 5 haa, 0 puuhara, 0 pupitihara.

Consent Calendar:

1. Requesting approval to modify MOU 16-M-016. Minor changes to the language on page one and to remove the signature line of the Education Program. The original was approved by Council but not YHS.

Arch Super moved and Michael Thom seconded to approve the consent calendar, 5 haa, 0 puuhara, 0 pupitihara.

Minutes from September 22, 2016:

Arch Super moved and Elsa Goodwin seconded to approve the minutes, 3 haa, 0 puuhara, 2 pupitihara (Michael/Arch).

Guests:

1) Keith Snowflower:

Not present.

2) Kori Novak, Health CEO:

Kori is present to provide an update on the Health Program items. She first presented a contract with the VA on payment for services extending the contract for one year. It did go through the Contract Compliance department and had the appropriate signatures. Agreement 14-A-065 (2) was assigned to the agreement.

Arch Super moved and Sonny Davis seconded to approve agreement 14-A-065 (2), 5 haa, 0 puuhara, 0 pupitihara.

She then provided credential files for Dr. Millington and Dr. Lew. Dr. Lew was introduced as the new Dental Director. She will be primarily in Yreka. She will be working several days a week in Happy Camp. The Council welcomed Dr. Lew.

Kori then announced that she will be looking into Urgent Care status which will allow for a different billing for the Yreka Clinic. This will help with billing for walk-ins. Once she gets that status then she will provide information.

Director Reports:

1) Emma Lee Perez, Contract Compliance:

Emma Lee is present to review her report. She relayed information on the progress of the ICDBG grant and how that is progressing. She has asked how the Council would like to receive communication on the progress of the ICDBG project. She would like to keep the Council well informed. She will provide a weekly email update to the Council to ensure they have timely information on their project in Happy Camp.

She provided her expenditure reports for different programs. Everything is being spent out accordingly with grant requirements.

A CSD grant was received for homelessness and prevention of homelessness. Michael asked how the tracking will be done for meals at the senior nutrition centers. Emma Lee explained that there will be vouchers at local establishments as well as the senior programs and it will be noted on the sign in sheets for the centers, which the internal tracking.

Elsa Goodwin moved and Bud Johnson seconded to approve Emma Lee's report, 5 haa, 0 puuhara, 0 pupitihara.

2) Bari Talley, People's Center Coordinator:

Bari is present to provide an overview of her report. She sought out of state travel to the field museum in Chicago. She would like to have those travels connected to attend Chicago museum in addition to November 10-11, 2016 travel.

Michael Thom moved and Elsa Goodwin seconded to approve out of state travel for Bari Talley, November 10-11, 2016, 5 haa, 0 puuhara, 0 pupitihara.

She continued to update the Council on continued NAGPRA reviews that have been taking place. She and the group continue to work on definitions and changing patriating items.

The library enhancement grant is moving along. They were funded to expand the digital library and will post vacancies.

The Cow Creek Band of Indians viewed some dress making grants that the Tribe has had it was nice to share that cultural knowledge with another Tribe.

Alex Watts-Tobin and the arch team continue to enter information on artifacts. Staffing is moving along and they are hoping to have the employees return to full time soon at the gift shop in Happy Camp.

Bari then commented that the financial report that the People's Center is in the "black" since 2002. The gift store is doing very well. Items in the gift shop will be 10% off in December which will be great for Holiday shopping. Scott asked what the difference was. Bari commented that

they streamlined the process and a different inventory contributed to the increase in revenue and financial stability.

Elsa Goodwin moved and Michael Thom seconded to approve Bari's report, 5 haa, 0 puuhara, 0 pupitihara.

3) Leaf Hillman, DNR:

Not present, report provided.

Arch Super moved and Bud Johnson seconded to approve Leaf's report, 5 haa, 0 puuhara, 0 pupitihara.

4) Sandi Tripp, Director of Transportation:

Sandi is not present, report provided.

Elsa Goodwin moved and Sonny Davis seconded to approve Sandi's report, 5 haa, 0 puuhara, 0 pupitihara.

5) Scott Quinn, Director of Land Management:

Scott is present to review his report. Arch asked if Scott's items can be on the consent calendar. Scott noted that the resolutions could have but there were small changes. Elsa asked about the issue with tracked changes. He did provide the final documents though in his electronic version the tracked changes weren't taken off.

Elsa Goodwin moved and Arch Super seconded to approve resolution 16-R-172, 5 haa, 0 puuhara, 0 pupitihara.

Elsa Goodwin moved and Sonny Davis seconded to approve resolution 16-R-174, 5 haa, 0 puuhara, 0 pupitihara.

His third item is also a trust application.

Elsa Goodwin moved and Bud Johnson seconded to approve resolution 16-R-176, 5 haa, 0 puuhara, 0 pupitihara.

Sonny asked about the property in Somes Bar and the spring on that property. Scott commented the ongoing discussion of the issues with the previous land owner and negotiations on the access to the spring are continuing.

A meeting with the City of Yreka was held and it went very well. It was regarding the "Yreka Creek" project that the City of Yreka is proposing. The City is looking at three different reaches along the Yreka Creek. They have already started working on a trail and information center on Fairlane Road. They received \$10million dollars in grants toward this project. They are attempting to reduce the flooding issue and complete a restoration project. They are looking at doing some work on the Tribes yellow house property. It may be beneficial to the Tribe but will need to be evaluated.

Elsa Goodwin moved and Michael Thom seconded to approve Scott's report, 5 haa, 0 puuhara, 0 pupitihara.

6) April Attebery, Judicial Systems Administrator:

April is present to review her report. She has one action item. She provided an amended report for the Council.

Her first update is a grant for transitional housing. They are still in their no-cost extension which is pending. The DV services grant is going into their third year and is being expended.

The cases that are reflected in her report (4) and that is reflective of persons who have sought assistance and completed a form which tracks that access.

Elsa asked if they are fully staffed. April noted that she has one open position for her program pending.

She then presented contract 11-C-036 (4) with Michelle Krieger for legal consultant services for DOJ/OVAW projects.

Elsa Goodwin moved and Sonny Davis seconded to approve contract 11-C-036 (4), 5 haa, 0 puuhara, 0 pupitihara.

Michael Thom moved and Elsa Goodwin seconded to approve April's report, 5 haa, 0 puuhara, 0 pupitihara.

7) Karen Derry, KCDC OM/ED

Karen is present to review her report. Amkuuf is fully staffed again and they completed their inventory for audit preparations. She reported that the coding program is working well in Happy Camp and Frank is doing a great job. She reported on the computer center visits and use for college courses.

Head Start received four days of technical assistance. There was some staff in attendance and a conference as a follow up. A corrective action plan was submitted into a written report, from 2014. Governance training was done today.

The Head Start cook position in Yreka has been offered and accepted. The Head Start grant was submitted.

Karen sought approval of the Head Start position descriptions. All position descriptions are being updated to allow for cross-training and team derived language.

Elsa Goodwin moved and Michael Thom seconded to approve the position description for the Head Start teacher, 5 haa, 0 puuhara, 0 pupitihara.

Michael Thom moved and Sonny Davis seconded to approve the bus monitor/teacher assistant position description, 5 haa, 0 puuhara, 0 pupitihara.

She attended a conference for C-Stores. She noted that out of Washington the northern tribes have decided to work on a C-Store in Northern and Southern California. She continues to monitor that information. She is working on an RFP design for the C-Store and then get that part down. Energy biomass feasibility study grant has been awarded and she will begin work on that project.

The NVYS grant is a continuation grant. It is late but they are under an extension. She will bring that to the Council once it is signed off internally.

Elsa asked about the audit coming up and the preparations for it. Karen noted that they have everything in place for the audit. She did comment that for Head Start there is a 15% cap on administrative fees. However, they determined that is on the entire grant, which was unknown previously.

Elsa Goodwin moved and Bud Johnson seconded to approve Karen's report, 5 haa, 0 puuhara, 0 pupitihara.

8) Lester Alford, TANF Director:

Not present, no report.

Elsa Goodwin moved and Arch Super seconded to table Lester's report, 5 haa, 0 puuhara, 0 pupitihara.

9) Eric Cutright, IT Director:

Eric was out last week, so he is just now turning in his report.

Elsa asked about the IT staff going on training and coverage. Eric believes that even with training they will have enough staffing to provide office coverage.

The dental version of electronic health record is ongoing and moving along.

Arch and he attended a meeting with Caltrans for the broadband project. Approval of installation of a new generator was done so installation will be done next week. Eric commented that there are 195 estimated clients for Aan Chapaan.

Arch asked about the casino camera that can record the construction. The camera will not go live until there is continual construction but it is installed and ready to go live.

The new cameras are in and due to weather may not be installed yet for Somes Bar. Buster asked how the weather would hold up that project. Eric noted that while it is pouring it isn't recommended to climb ladders and install items on sides of buildings. The staff will begin the project just as soon as they can.

Elsa Goodwin moved and Bud Johnson seconded to approve Eric's report, 5 haa, 0 puuhara, 0 pupitihara.

10) Bill Guevara, KTHA ED:

Bill is not present, Ann provided Bill's report. Until a construction staff is sought, they will hold off on those projects, but "in action" projects will continue along as scheduled. Ann explained the staffing struggles that are continuing. Dora commented that there are some applicants that may need screened. The KTHA BOC and ED will work on that with HR.

Continued progress is moving with the Phase II Wellness Center and then the Happy Camp project has already begun. A survey was done for employees which allowed them to provide information to the ED on the different communities and their positions.

Ann commented that they will be working on possible temporary positions for unit prep. This is a priority for KTHA and they are evaluating the needs of staffing for completion on homes.

Bud Johnson moved and Sonny Davis seconded to approve Ann's report, 5 haa, 0 puuhara, 0 pupitihara.

11) Laura Mayton, CFO:

Not present, report provided.

She has one action item noted in her report, which was to increase the maintenance budget line item to allow for training. They previously didn't do too much travel, but with training plans, they need the line item to allow for training.

Michael Thom moved and Arch Super seconded to approve the increase to the maintenance budget by \$10,000, 5 haa, 0 puuhara, 0 pupitihara.

Elsa Goodwin moved and Arch Super seconded to approve Laura's report, 5 haa, 0 puuhara, 0 pupitihara.

12) Dion Wood, TERO Director:

Not present, no report.

Arch Super moved and Elsa Goodwin seconded to table Dion's report, 5 haa, 0 puuhara, 0 pupitihara.

13) Dora Bernal, HR Director:

Dora is present to provide her report.

She first sought approval of the Newsletter. The Food Security Coordinator position description has had some revisions but it is ready for approval. She provided both items to the Tribal Council.

The Council then went back to the newsletter revisions. Buster commented that if Directors do not put project information in, then they should provide a brief with contact information. Dora asked if there was a bid for the Newsletter and Karen reported that the bid is done, she just needs to get that to Dora.

Michael has edits to the Notice of Election page as well and they will remove the election pages as that information will be outdated. Elsa would like Dora to put a blurb about the departments and information. Karen will submit an article as well. Elsa would like the clinic days opening longer to be included as well.

Elsa Goodwin moved and Michael Thom seconded to approve the newsletter with changes, 5 haa, 0 puuhara, 0 pupitihara.

The position description was tabled.

Elsa Goodwin moved and Michael Thom seconded to approve Dora's report, 5 haa, 0 puuhara, 0 pupitihara.

Phone Votes:

1. Request approval of resolution 16-R-171 approving the water consortium strategic plan and by-laws. Passed.
2. Request approval of resolution 16-R-170 authorizing approval of agreement to accept \$25,000 through the Tribe / BIA for burning at Red Cap. Passed.

Closed Session:

Informational: opiate task force should have continued momentum and accountability of that assignment.

Arch Super moved and Josh Saxon seconded to approve the Human Resources Coordinator position and post the vacancy, 6 haa, 0 puuhara, 0 pupitihara.

Bud Johnson moved and Sonny Davis seconded to approve insurance for a haunted house for TANF, 5 haa, 0 puuhara, 0 pupitihara.

Elsa Goodwin moved and Sonny Davis seconded to approve Verna Reece and Renee Stauffer as an alternate to the NCIDC Board, 5 haa, 0 puuhara, 0 pupitihara.

Elsa Goodwin moved and Michael Thom seconded to approve \$132.65 NCTCC lunch supplies, 5 haa, 0 puuhara, 0 pupitihara.

Employee drawing: Jaclyn Ownsbey

Resolution for enrollment will be tabled until the planning meeting to coincide with the election process.

Informational: internal review was finalized and recommendations made regarding employee disciplinary action as well as legal review.

Arch Super moved and Bud Johnson seconded to waive policy for Tribal Member CG for 3 months to gain access to services, and work with Debbie on continued outreach services, 5 haa, 0 puuhara, 0 pupitihara.

Consensus: refer Tribal Member RA to the KTHA BOC for review of assistance.

Consensus: re-post the Council Cook contract.

Michael Thom moved and Elsa Goodwin seconded to waive the 3% insurance with employee DL, 3 haa, 2 puuhara (Elsa/Arch), 0 pupitihara. Buster shall reiterate to employee to follow policies of the Tribe from now on.

Informational: The Tribal Council would like to view information on previous employee GA before making a determination.

Informational: the KTHA BOC will schedule a face-to-face meeting with Tribal Member JB and family representative to clearly communicate items.

Informational: TERO travel will be discussed at a later time.

Informational: Cost of \$48,796.80. 65 years of age and older, Part D coverage, budget for 5 years will go to the next meeting.

Informational: Employee DC will be terminated ASAP and a replacement sought.

Informational: Tribal Member patient will provide a letter committing to payment of their services.

Informational: Request to waive TERO was sought. The Tribal Council requested to view information and obtain feedback.

Informational: to review the KCDC feasibility study and become familiar with the document.

Arch Super moved and Michael Thom seconded to approve the credentialing and privileging for Dr. Lew and Dr. Millington, 5 haa, 0 puuhara, 0 pupitihara.

Next Meeting Date: November 17, 2016 at 3pm in Happy Camp.

Respectfully Submitted,

Russell “Buster” Attebery, Chairman

Recording Secretary, Barbara Snider

Bari Talley, People's Center Coordinator
Report for Tribal Council Meeting on November 17, 2016
Reporting Period to October 20 to November 9, 2016

Action Item: None.

Grants

NAGPRA

- **2015 NAGPRA Consultation/Documentation Grant (#NG-05-15-0107-15)** Peabody Museum of Archaeology and Ethnology)– 10/01/2015 to 11/30/2017. Phil Albers cancelled his appointment as the Male Cultural Practitioner. Ben Saxon was appointed and approved by Council in his place and will attend the documentation trip Cambridge, MA on November 14 through 16, along with the other team members, Bari, Leaf, Verna, Brittany and Lisa. A macro lens was purchased through this grant (\$800) and other photography equipment through the Basic Library Grant and shipped to Katy Mollerud, NAGPRA Coordinator at Harvard. Katy, Lisa, and Bari had a phone conference on November 9 to discuss the upcoming visit including Peabody Museum's Photography Permission Policy and the Tribe's goals for photography. Additionally, Katy expressed interest in learning more about the Traditional Knowledge (TK) License and Labels pilot project that the Karuk Tribe (and a few other Tribes) are working on with Dr. Jane Anderson/Local Context, CoDA, Mukurtu, the Sustainable Heritage Network and WSU Center for Digital Scholarship and Curation.
- **NAGPRA Repatriation Grant 06-12-R54/P12AP10343 (Benton County Historical Society & Museum)** – 10/01/2012 to 7/01/2016. Interim and Final reports were sent to National NAGPRA office on 10/31/2016.
- **2012-2015 NAGPRA Grant 06-12-GP-570 (Karuk Autry)** – Letters were sent to Erika Cooper, NAGPRA, Bear River Band of Rohnerville Rancheria, and Suntayea Steinruck, THPO, Tolowa Dee-Ni' Nation, with documentation of the items held up from our repatriation claim by the Autry because those tribes viewed the items previous visits. Copies of the booklet and video ***Koovúr Úumkun Kunpikshipvunaatih*** - They All Have Spirits from the Karuk Tribe's visit to the Autry were sent with the letters asking them to notify the Autry that they do not wish to be listed as "culturally associated" with the items, hoping to expedite our claim.

IMLS

- **2016 IMLS Native American Library Services Enhancement Grant** – 10/01/2016 to 09/30/2018. "***Xahávik***: Digital Enhancement for Karuk Tribal Libraries' Web" – Working on getting the position descriptions finalized and flown for the vacant positions involved in accomplishing grant objectives.
 - **Sípnuk Archives, Libraries & Museum** – Lisa and Angela presented on Sípnuk Digital Libraries, Archives and Museum to an HSU class on environmental writing with Carly Marino, HSU Special Collections Librarian on October 26.

People's Center Report for Tribal Council Meeting on November 17, 2016 (continued)

- Lisa is working on a collaborative IMLS Museum Services grant application, with Carly Marino on a collaborative grant between HSU and Sípnuuk. Goals of the grant include professional development for museum staff, cultural education where tribal staff will present informative lectures at our two local high schools and to HSU undergraduate students on cultural sensitivity, tribal protocols regarding intellectual property rights and our developing TK Label pilot project regarding Karuk Traditional Knowledge.
 - Dr. Jane Anderson (NYU) and Maria Montenegro (WSU) held a TK License and Labeling Workshop in Orleans at the DNR Community Room on November 3 and 4 with 9 people in attendance.
 - Leaf, Lisa and Bari will travel to Chicago on November 10 and 10 to meet with Dr. Jane Anderson, Field Museum NAGPRA staff Helen Robbins and Emily Hayflick to initialize and explore the enactment of a pilot TK License and Labels project. Together, will look at how their database is set up and how the license and labels can provide more accurate cultural information to the Field Museum, as well as how we can make it work in real time for all parties and to inform us on how to work with other institutions.
- **IMLS BASIC GRANT NG-05-15-0107-15** – 08/01/2015 to 07/31/2016. Final narrative and financial report was sent in Tuesday, November 8. This was about a week late, in part because of a glitch in our communications whereby email messages between @karuk.us members were sent to the junk email.
- **IMLS Basic Grant NG-05-16-0111-16** – awarded for August 1, 2016 – July 31, 2017. \$7,000, including \$1,000 for educational component (conference). Purchased \$700 of photography equipment: lights, tripods, etc., was purchased out of this grant and will be used on the Peabody Documentation project as well as digitizing physical items to increase Sípnuuk content.

Other People's Center activities and programs:

Part-time and On-Call Gift Store Clerks – Elaine Garcia was hired as the Part-time Gift Store Clerk and is in training. The People's Center will be closed on Saturdays until these positions are filled and fully trained.

Respectfully submitted,

Bari G.M. Talley

Department of Natural Resources

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Karuk Tribe

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**DEPARTMENT OF NATURAL RESOURCES
TRIBAL COUNCIL REPORT
November 2016**

Please accept the following information as the Department of Natural Resources written report for the upcoming Tribal Council Meeting.

DIRECTOR OF NATURAL RESOURCES AND ENVIRONMENTAL
POLICY/Leaf Hillman

WATER QUALITY COORDINATOR/ Susan Corum

Participated in the following meetings/processes:

- Participated in fish disease meetings involving the coho biological opinion.
- Attended KBMP meeting in Yreka.
- Participated in IMIC calls.
- Participated in CCHAB meetings.
- Participated in KFHAT calls.
- Participated in FASTA team calls.

Reports

- Council Report

Water Quality Crew Update

- Our season is starting to slow down as we transition to the winter sampling.

FISHERIES PROGRAM/Toz Soto

The fisheries program is involved in annual spawning surveys that include surveys on tributaries and the mainstem Klamath River. The Salmon River and Scott River are surveyed twice per week. Crews work one day a week on small mid Klamath tributaries and spend 4 days per week surveying the mainstem Klamath between the Shasta River and Happy Camp. The Salmon and Scott spawning surveys have been challenging this season because of the extreme high water and rain fall. High river flows have caused us to cancel nearly half of this year's surveys. Recovering carcasses has been nearly impossible because high flows have washed them downstream. This year's fall chinook population estimates are going to be less accurate than years past. Additionally the video counting weir on the Scott River is not functioning due to high flow and therefor counts

are reliant on alternative methods. The run size is already small therefore making it even more difficult to collect data necessary to make a prediction for future runs.

The program senior biologist is working in collaboration with our policy advocate and other basin tribes to develop and draft fish disease guidance document that will be submitted to Klamath water management agencies such as BOR and NOAA fisheries. The document synthesizes four technical memo's from the Arcata USFWS Office regarding the fish disease problem and attempts to find a solution to the pending lawsuit filed by the tribes and others regarding BOR's violation of the Biological Opinion and ESA take limit. The current document is nearly complete and will be submitted to the water managers within a few days.

The flow accounting group known as the FASTA Team is working on designing and implementing a fall pulse flow as a first step in a fish disease mitigation action that's aimed at reducing spores loads from chinook carcasses that in turn infect the alternate host of the fish disease c-Shasta. The alternate host is a polychaete worm that in time releases disease spores that infect fish. The pulse flow is schedule to occur November 9th and 10th as an attempt to wash infected chinook carcasses out of the river on to the banks. It's largely an experimental event with monitoring set up to determine if there is a change in infected carcass abundance below Iron Gate dam. Carcasses typically decompose for weeks below Iron Gate, all the time releasing spores into the water column. In a natural river (un dammed river) fall flow peaks would occur during rain events and wash infected carcasses into the willows or on to the banks. Iron Gate dam releases during the fall have become rare and contribute to proliferation of the disease life cycle.

Other projects include; PIT tagging and Coho Ecology Studies, Restoration Project Planning and Design Team and Out migrant trapping at Big Bar.

For more information regarding the program, please contact Toz Soto at tsoto@karuk.us.

NATURAL RESOURCES POLICY ADVOCATE/ Craig Tucker

Implications Trump Election

The reality of Trump's election is still sinking in. I think I will simply share my initial thoughts.

1. Dam Removal. Our dam removal plan is before FERC and the make up of FERC will remain. They are appointees but have terms. One of them expires June of next year. I think we will try to get a decision before Trump gets to replace any of them. I don't think Trump cares about salmon or rivers, but he allegedly likes good deals. Our agreement with PacifiCorp my appeal to him.
2. Lands Legislation – with Trump at the helm and republican congress, I don't think a big lands bill is going anywhere, although if we think small, like 250 acres of Katimiin, we may still be able to get a little something done.
3. Scott and Shasta – this is where we may be in trouble. We are not likely to get much help from agencies in addressing our needs for more technical analysis. We may want to simply use the courts to make change as the CA Supreme Court still sympathetic to our issues.

4. Funding – this is my biggest concern. I expect Trump administration to start cutting environmental programs as soon as they can.

In summary, I think I should consider a digging fox holes. In other words, the next 4 years may be spent holding the gains we have made with little movement forward on many of our issues.

PIKYAV FIELD INSTITUE PROGRAM MANAGER /Lisa Hillman

Please note information/activities are for the period of: 10/20/16 through 11/09/16. No Action Items this month. At this section, I would like to extend my heartfelt gratitude to several members of our Tribal employee staff who have made it possible to move action items quickly through their offices and into the hands of our Tribal Council decision-makers. The following colleagues and Tribal leaders are those I would like to thank with special emphasis: Dora Bernal, Dion Wood, Emma Lee Perez, Joshua Saxon, Tawnia Johnson, William A. Tripp, and Sinead Talley.

Responding to Pikyav Field Institute Program’s needs under extenuating circumstances, these employees reached out to help review, edit, finalize, and move through the administrative approval process for us – above and beyond the call of duty. I am honored by their hard work for our DNR program, and highly respect their commitment to the Karuk Tribe. Yôotva, yôotva.

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The Pikyav Field Institute is pleased to announce that our program has a new K-12 Environmental Division Coordinator. Nicole Woodman began working at our DNR base location on November 1. Together with Ben Saxon and Heather Rickard from our Food Security Division, Nicole taught her first lesson to students at Orleans Elementary during a field trip to Camp Creek on the story of chiipakpak, Robin, and how he came to have a red breast. Please consider introducing yourselves to this fine addition to our tribal employee body, and see her Division Coordinator Report attached below.

With two open Division Coordinator positions currently posted on our website, we hope to be able to have a team together very soon to actively further our Program’s scope of work. In the meantime, the Program Manager has been working with a number of existing and newly developing partnerships with external academic and archives, library and museum institutions to design competitive grant proposals, all for the purpose of furthering our DNR’s Strategic Plan for Organizational Development.

Out-of-State Travel Report:

Washington, D.C. – Program Manager attended the U.S. Department of Education’s required Grantee Meeting for Indian Demonstration Grants. On October 31, we had a full day agenda focused on grant administrative topics. On November 2, I had a face-to-face meeting with Grant Manager John Cheek. This meeting was as uneventful as it was unproductive.

Pikyav Field Institute Division Reports

K-12 ENVIRONMENTAL EDUCATION DIVISION COORDINATOR/ Nicole Woodrow

Please note information/activities are for the period of: 11/2/16 through 11/9/16.

- As of November 2nd, 2016, I was officially hired as the Pikyav Field Institute Project's (Project) K-12 Environmental Education Division Coordinator. For the past week I have; met staff and community members, participated in a two-day training on Licensing and Labels of Traditional Knowledge, became familiarized with Project's goals and responsibilities, reviewed several Nanu'ávaha Curriculum Lessons and provided input. I will continue to enhance curriculums and implement further lessons.
- On November 8th, 2016, I and staff from the Food Security Project facilitated an after-school program activity at Orleans Elementary School. It was the Project's first informal lesson as we engaged the youth by reciting a Karuk story about Chiipákpaak (Robin) and the madrone berries, focusing on language and our relationship with the land. Together, 13 youth and 10 adults participated in harvesting and processing madrone berries to make necklaces to take home.
- In addition, the Pikyav Field Institute Program Manager and I have requested travel for myself to attend an event titled Pathways to Fluency: Cultural Survival Through Language Revitalization occurring December 12 - 15, 2016 in Albuquerque, NM. Pathways to Fluency is a project of The MICA Group, the Tides Foundation, in association with the Cultural Resource Fund and it is strongly recommended to attend in order to successfully apply for further Phase 3 language funding. As we are hoping to integrate more Karuk language into the K-12 Nanu'ávaha Curriculum, this event would be an important first step.

SÍPNUUK DIVISION – Sípnuuk Assistant, Angela McLaughlin

September 26, Lisa and I presented our perspectives on digital preservation and tribal library and archival needs to an HSU undergraduate studies program on cultural preservation. We also used this day to further digitize and explore the depth of HSU's archival material on Karuk cultural heritage. Lisa and Sinead are working with Library staff Carly Marino to strategize on repurposing our pre-proposal to National Archives to meet internal programmatic needs, digitize and inventory Karuk Digital Heritage Collections materials, allowing for student assistance in our digital return efforts and historical media processing, and developing our partnership with HSU under the Pikyav Field Institute's Sípnuuk Division.

WATERSHED RESTORATION PROGRAM/ Earl Crosby

Through the latter portion of September through mid-November we have or will provide input and assistance towards various projects within DNR;

- 1) Provided input at Western Klamath Restoration Partnership Core Team Meeting in Orleans and Rx Working Group Nov. Meetings.
- 2) Multiple Monday calls in discussion with Klamath National Forest on regards to Westside Salvage Project
- 3) Continued participation with the Elk Creek Project being developed in conjunction with the Happy Camp Ranger District.
- 4) Attended two separate meetings with CalTrans regarding the Ike's Revegetation Project.
- 5) Attended the Annual meeting with CalTrans District 1 and 2
- 6) Attended the October and Nov. KRAB Meeting in Orleans
- 7) Met with partners at the Seiad Creek Habitat Enhancement Site
- 8) Hosted annual EPA visit and discussed ongoing projects
- 9) Assumed Interim Food Security Coordinator duties.
- 10) Attended Summit Meeting in Happy Camp
- 11) Attended Gap Fire After Action Review
- 12) Attended the Climate Change Workshop in Orleans
- 13) Working with DNR Grant Writer exploring the USDA Farm to School Grant for Food Security Funding

In conclusion, we would like to thank the Tribal Council for their continued support. If you have any questions, please do not hesitate to call me at (530) 469-3454 or email me at ecrosby@karuk.us

Earl Crosby
Watershed Restoration Coordinator

ADMINISTRATIVE OPERATIONS MANAGER /Donalene (Sissie)
Griffith

GSA information:

GSA Vehicles have arrived – arrangements being made for pickup

Daily Tasks:

Continue to work daily on processing invoices for payment. Complete Budget Modifications as needed for all coordinators at DNR, helping with Budget preparation for proposals, tracking budget line items, tracking In-Kind Match for grants.

DNR – Leaf Hillman

Working on EE&A's for Coordinators review.

Budget Mod. for FY 2017 – Revised with DNR changes

DNR -WKRP – Bill Tripp

Processed invoice for SRRC contract 16-C-100 (Invoice No. 1)

Processed invoice for SRRC contract 15-C-016 (Invoice No. 6)

Processed invoice for MKWC contract 15-C-015 (Invoice No. 10)

Processed invoice for Jessica Stauffer 15-C-052 (Invoice No. 103)

BIA Climate Change

Processed final reports on this grant and closed out

FAC – New Grant

Nothing to Report

NFWF Grant – New Six Rivers Resiliency Project

Nothing to Report

Watershed – Earl Crosby

JV to close fund code 2130-80

Processing JV's to close 5060 fund codes

Water Quality – Susan Corum

Processed invoice for Aquatic Ecosystem contract 15-C-024 (Invoice No. 16-06)

FISHERIES – Toz Soto

New Grant funded – USFWS – working on getting budget set up for new fund code

Food Security:

Processed invoice for Wilverna Reece Contract 16-C-062 - 9/30/16 – (Invoice No. 17-001)

Processed invoice for Weston Stroud (Invoice No. 3) 16-C-068

Processed invoice for Jenny Staats (Invoice No. 3) 16-C-087

Processed invoice for Stormie Polmateer (Invoice No. 17-001 & 17-002) 16-C-093

Policy Advocate – Craig Tucker

Set up new contract for Confluence Resource Consulting 16-C-117

Set up new contract for Saxton and Associates 16-C-101

Request for contract Modification No. 2 for SSP&A 16-C-046, extension and add additional funding

Processed invoice for ICF Jones & Stokes (Invoice No. 2) 14-C-088

THPO – Alex Watts-Tobin

Nothing to Report

FUELS/FIRE - David

Nothing to Report

THPO/ARCHAEOLOGIST/Alex Watts-Tobin

The THPO-Archaeologist has been working with four Arch Techs this month: Analisa Tripp and Vikki Preston on the WKRP project, and Pihnef Elston and Gabe Montgomery as on-calls, who have worked both on WKRP and on the Westside project.

- The WKRP Arch team has been able to send out Arch Techs every day of survey on the WKRP project. There has been some need for fill in work by the on-call workers to cover for absences by the regular Arch Techs owing to school and TREX duties. The on-call workers have performed admirably, and have been well trained up in the main duties of that position. The Forest Service has hired on three new workers, and progress is excellent. As of today, the requested survey work along fire lines and in mechanical implementation areas has been completed in three of the focal areas: Ti Bar, Patterson, and Rogers Creek. There are roughly 200 acres in Donahue left to do, and so the surveys are on track to complete the assignments on time.
- The Archaeologist has been working with Bill Tripp, the GIS specialist, and a small group of representatives from the Forest Service to develop Project Design Features for Cultural Resources. A followup meeting was held on 11-07-16, in which a good proportion of the prescriptions were developed that worked within guidelines for wildlife habitat and the Cultural Resources protocols. This group will assist the prescription group in developing the scoping document for NEPA review. In addition, owing to the near completion of the cultural surveys, in the next month the Archaeologist will be working with Bill Tripp to start work on the Cultural Resources Specialist Report, which is planned to be ready January 2017.
- The THPO-Archaeologist is monitoring the work done by Arch Techs on the Westside project.
- The THPO attended the NAHC meeting in Sacramento, and gave some comments on the Sutter Butte Flood Control Agency case and on the status of Katimiin.
- The THPO has coordinated a staff meeting on 11-08-16 to iron out the details of the transition of all Arch Techs and Cultural Monitors to Tribal Employees, under the new job descriptions for Cultural Techs I, II, and III. The MOA for work on housing projects is due to go before the Housing Board on 11-21-16 and the revised job descriptions will be ready imminently. They are planned for review and approval by Council at the December 7th DNR meeting.

DEPUTY DIRECTOR OF ECO-CULTURAL REVITALIZATION/Bill Tripp

ASSISTANT FIRE MANAGEMENT OFFICER/David Medford

Overview for October / November 2016:

- The Fire and Fuels crews status
- o We have completed 2016 Klamath River TREX
- o We are currently working on the National Fish and Wildlife Foundation project in Orleans
- o Just received our two new GSA vehicles for our 10 person BD crew

Fuel Reduction Projects

- KNF-Elk Creek Project 38 Acres has been completed and waiting on Klamath NF for final inspection.
- Tishanik Unit 5 acres has been completed
- Shivshaneen Unit 10 acres we are still working on this project
- FEMA has been completed just finalizing the paper work
- NFWF Started September 12, 2016
- o 100 acres of Fuel Reduction – 40 acres completed
- o 50,000 LF Handline construction completed 40,00LF

Proposals Pending:

- Pre-proposal for Resilient Landscapes submitted
- Prescribed fire Interagency Agreement with SRF-Approved and Implemented
- Prescribed fire Interagency Agreement with KNF-Pending
- Working on a proposal to KTHA to treat Tribal Trust and Fee land-Pending

FEMA Trailer

- KCDC board approved the USFS rental agreement to relocate the FEMA trailer to Oak Bottom space 15
- Tom Horn will be moving the trailer to Oak Bottom plus hooking up a power cord to plug into the outlet on site.

EMT Class- Started November 8th and we have two crewmembers in the class

GIS SPECIALIST/DATA STEWARD/Jill Beckmann

Jill Beckmann Projects:

- Continue work on integrating Karuk traditional ecological knowledge into the Somes Bar Integrated Fire Management project. Design guidelines for Northern Spotted Owl and begin on guidelines for Elk habitat.
- Assist with grant application to National Science Foundation, coordinated by staff at the University of Washington, exploring the dynamic relationship between Wildlife and Human populations. We want to explore models that display the effects of TEK on the landscape and how it may support NSO habitat needs in addition to the benefits felt by many other species of cultural importance.
- Participate in Natural Areas Restoration conference at UD Davis and learn about various research and applied science techniques being implemented in other parts of California and elsewhere. Learn about sudden oak disease, California drought and tree mortality, remote sensing applications and LiDAR, climate change, and integration of cultural management into land management.
- Work with CoDA on progress on the Karuk Tribe Cultural Resources database and geographic application. Get an update from them on task one and ask them to submit a report of their deliverables for this task so that we can start on tasks 2 and 3.
- Work on processing LiDAR data for the Somes Bar Integrated Fire Management Project using the Fusion program to get canopy cover metrics and tree approximate objects (TAO). TAO provides points for the top of each tree and approximate crown radius, allowing us to get a sense of the spatial arrangement of overstory trees by height within our project area. This may help with wildlife and general prescription needs.
- Work with Josh Eichamer on using our LiDAR data in Fuels Modeling processes for the SBIFMP.
- Continue to update and manage draft treatments for the Somes Bar Integrated Fire Management project.
- Help draft and document prescriptions for the Somes Bar Integrated Fire Management Project, as part of the prescription work group.
- With Kenny, provide GIS support to WKRP Archeologists for WKRP treatments, prioritization of treatments, and data management protocols for 2016 season.
- Provide needed data and documents to WKRP members as requested.

Kenny Sauve Projects:

- Collected/processed the Common Stand Exam photos from the 2015 and 2016 filed seasons. The photos will assist in making management decisions related to WKRP.
- Updated/edited fuel Breaks and Burn Units for WKRP.
- Updated/edited forestry layout data for WKRP.
- Provided GIS support to Karuk Archeologists Technicians for WKRP treatments, prioritization of treatments, and data management protocols for 2016 season.
- Set up iPad's for Karuk food crew.
- Processed and stored Earl Crosby's iPad data he collected while on the Pony and Gap fires.
- Downloaded and stored Food Security grove surveys from the 2016 field season.
- Processed GIS data collected/created during the 2016 Klamath River TREX.

Jill Beckmann Meetings/Training Attended:

- 10/17-21 – Presentation and participation in Natural Areas Association Conference in Davis, CA.
- 10/25, 11/2 – Prescription Work Group meetings
- 10/31 – Meet with Sean Jeronimo and Derek Churchill at University of Washington to learn about processing LiDAR data to get canopy cover and tree approximate objects using Fusion software.
- 11/7 – Meet with Bill Tripp, Alex Watts-Tobin, Corrine Black and Andrew Spain to talk about integrating TEK into the Somes Bar Integrated Fire Management Project.
- 11/4 – Conference call and virtual meeting with Josh Eichamer, from Six Rivers NF, who is working on fuels modelling for the Somes Bar Integrated Fire Management Project.
- 11/8 – GoToMeeting with CoDA to discuss progress on the Karuk Tribe Cultural Resources Database and Geographic Application.

Kenny Sauve Meetings/Training Attended:

- 10/20 10/2, 10/3, met with Karuk Archeological Technicians to process their WKRP field data surveys.
- 10/28 met Karuk food security crew
- 11/2, 11/8 WKRP Prescription Work group meeting
- 11/7 met with USFS wildlife biologist to give GIS support for developing NSO habitat types

Jill J. Beckmann

GIS Specialist / Data Steward

Kenny Sauve

GIS Technician II

Department of Natural Resources

530-496-3342 (work)

ENVIRONMENTAL COORDINATOR/ Carlotta Whitecrane

EPA GAP & PPG

- Meeting the PPG Grant Program Objectives
- Preparing FY 2018 GAP Proposal,
- FY 17 guidance letter received via email 10/18/16
- DNR staff meeting to review GAP workplan, revise and edit

Regional Tribal Operation Council

- Attended RTOC meeting.
- Region 9 EPA & Tribal Northern California Rep outreach 10/27/16
- Prep for 1st Conference Call RTOC Region 9 Nor Cal Rep 11/16/16

Tribal Science Council

- TSC prep for Face to Face Meeting in May 2017
- Environmental Justice pre-panel conference call 10/19/16
- EJ Panel 10/25/16
- TSC meeting 10/27/16

GRANTS AND AGREEMENTS DIVISION COORDINATOR/ Sinéad Talley

1. Worked regularly to research potential grant sources that can help meet DNR needs and further strategic planning of the Department.
2. Completed ANA Project Planning and Development Training in Albuquerque, NM with Lisa Hillman (10/18-10/20). Training was exceptionally helpful in its ability to provide comprehensive information and strategic planning for the ANA application process, particularly for me as an inexperienced grant writer with no formal introduction to ANA prior to this training. Topics that assisted me most in my approach to the project included:
 - a. Community-based planning tools, such as how to best designate a steering committee, distribute community surveys, hold community meetings and focus groups, and complete related activities as needed to directly involve the tribal community in the project development process
 - b. How to clearly and concisely describe our community needs, goals, and project direction as aligned with the desired ANA format
 - c. Designating clear and effective project design with corresponding objectives and activities, also in accordance with ANA formatting needs
3. Finalized our NSF Coupled Natural-Human Systems research proposal and presented to Tribal Council for approval at 11/3 Health Board meeting. Proposal will be submitted with the Tribe as a sub-recipient for researchers at the University of Washington. Deadline: 11/15.
4. Participated in Farm to School meeting with Earl Crosby and Ramona Taylor (Foodsheds Program, MKWC) to begin developing project and proposal. Met with Earl to follow up and prepare further, then conducted outreach to local schools who may be interested in participating to gauge level of interest and considerations for match. Deadline: 12/8.
5. Participated in conference call for potential ICDBG application to cover DNR facilities with Bill Tripp, Sue Burcell and Emma Lee Perez. Discussed application requirements and preliminary needs. Emma Lee will take our proposed idea to Council alongside those from additional Tribal Departments in an upcoming meeting.
6. Finalized BIA Forestry and Tribal Youth Initiative proposal with Lisa Hillman; approved by Council at DNR Council meeting 11/2. Currently preparing for submission to BIA. Deadline: 11/15.
7. Attended and presented at DNR Special Council Meeting 11/2.
8. Participated in a 'Licenses and Labeling' workshop hosted by Dr. Jane Anderson and Maria Montenegro at DNR. Workshop covered the significance and application of

Traditional Knowledge (TK) Labels in the broader context of intellectual property law and its implications for Native peoples (11/3-11/4).

9. Prepared application to the IMLS Native American/Native Hawaiian Museum Services grant program with Lisa Hillman. If selected for funding, this project would provide support for the Sípnuuk Digital Library, Archives and Museum in the form expanded content, increased digitization for, and enhanced access to Tribal collections. To be presented for Council approval at 11/17 meeting.

Karuk Community Health Clinic
64236 Second Avenue
Post Office Box 316
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Fax: (530) 493-5364

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64236 Second Avenue • Post Office Box 1016 • Happy Camp, CA 96039

Sandi Tripp
Department of Transportation Director
For Council Meeting on November 17, 2016
Reporting Period – October 21, 2016 to November 10, 2016

TRIBAL TRANSPORTATION IMPROVEMENT PROGRAM (TTIP) PROJECT SUMMARIES

Project Title: Red Cap Road Bike Way

Phase 1 - Complete 2015

Phase 2 – Construction to be completed by September 2016 (Extended to January 30, 2017)

Description: Reconstruct Red Cap Road - shoulder widening pedestrian and bicycle safety.

Status: In Process - Fully funded through a grant from FHWA TTP Safety Funds and State of California Dept. of Transportation and Karuk Tribe TTP Annual Allocation.

Phase 2 is in progress and nearly complete. We have a multiple issues with the AC surface unraveling. We have decided to reject the paving for both material and workmanship defects. I will be working with the County to send the contractor a letter of notice regarding the AC and multiple other punch list items. I am very disappointed in the product that this contractor has delivered and I will ensure that the contractor meets all contractual obligations. The striping phase will be implemented as soon as possible. I will keep Tribal Council informed as this whole process evolves.

Project Title: Happy Camp Complete Streets Project

Description: Reconstruction - Safety Project

Status: In Process – As you are aware this project is located on SR96 in Happy Camp from the west end of town at the intersection of Second Avenue and SR 96, to the east end of town at the intersection of Old Highway 96 and SR96.

During this reporting period the Karuk DOT Team met again in Yreka with Caltrans, Siskiyou County and our Consultant to coordinate the compilation of health related data and public involvement. These two categories are part of what we anticipate to be required for the ATP Grant application that we will be submitting in May or June 2017. I will soon be coordinating with Tribal Council and other interested stakeholders to work with our team to ensure we rank as high as possible in the scoring rubrics for this very competitive grant program.

As noted previously, we have worked on this project for at least five years, and we have ensured the project is identified and programmed in several transportation related planning documents. The process of including a project in transportation documents for the County and State are important steps to receiving award.

Recently, Caltrans informed us of an Active Transportation Program (ATP) *earmark* for projects that are submitted by Caltrans. With Caltrans submitting our application for the Happy Camp Complete Streets Project we expect to be afforded a considerable advantage in acquiring award. The upcoming Cycle 4 ATP Grant NOFA will be solicited in the spring of 2017, and this may in fact be the most important phase of the overall project. If we are successful in award for Cycle 4, it will almost ensure that we receive future phases of funding to complete the project.

Plan for completing this project by 2019-2020: We will start by submitting for Cycle 4 PA&ED Application (2017); Cycle 5 - PS&E Development (2018); and finally for Cycle 6- Construction Implementation (2019).

I will ensure Council is informed on the progress of this Project as we move forward.

Happy Camp - TRIBAL TRANSPORTATION SAFETY AUDIT MEETING:

As noted in last month's Tribal Council report, I submitted an application for a Tribal Transportation Safety Assessment (T2SA) sponsored by the Caltrans Native American Liaison Branch), and we were fortunate to have been selected to participate in this unique opportunity with transportation experts from UC Berkeley Tech Transfer.

On October 27, 2016 The T2SA team was on site and worked with our project team (Caltrans, Siskiyou County, Green DOT Transportation, and the Karuk DOT) to complete a comprehensive review of all issues associated with the Happy Camp Complete Streets Project. We will soon be provided a technical report highlighting the results of a site visit to Happy Camp (the project area), the plan will provide a full analysis of the transportation facility, a list of potential recommendations for safety improvements and will include potential funding sources for proposed improvements.

I will make sure to forward a copy of the report to Tribal Council as soon as it is made available.

Project Title: Orleans Community Safety Corridor Project

Description: Planning

Status: In Process

As you may recall this project has several anticipated Phases, the first phase of the project is entitled the Orleans Community Center Connectivity Project (OCCC), this project is associated with the three acre parcel in Orleans (the old Hotel Property) that we received a Caltrans grant to complete. Since receiving the Caltrans grant we worked on and were successful in developing a 202(a)(9) Fund Transfer Agreement (202(a)(9)FTA). The other phases will be funded through grant funds and TTP funds as available. We are currently soliciting a RFP for a planning and design firm and an RFQ for a Local OCCC Coordinator. I really hope to find a local person...tribal person preferably, to be our local coordinator. I will keep Council informed as we move forward in this process.

Orleans - TRIBAL TRANSPORTATION SAFETY AUDIT MEETING:

As noted above and in last month's Tribal Council report, I submitted an application for a Tribal Transportation Safety Assessment (T2SA) sponsored by the Caltrans Native American Liaison Branch), and we were fortunate to have been selected to participate in this unique opportunity with transportation experts from UC Berkeley Tech Transfer.

On October 28, 2016, the T2SA team worked with our project team (Caltrans, Humboldt County, Green DOT Transportation, and the Karuk DOT) to complete a comprehensive review of all issues associated with the Orleans Complete Streets Project. Tech Transfer will soon provide us with a technical report highlighting the results of the site visit to Orleans (the project area), the plan will include a full transportation facility analysis, a list of potential recommendations for safety improvements and will include potential funding sources for proposed improvements.

I will make sure to forward a copy of the report to Tribal Council as soon as it is made available.

Sharps Road Project

Description: Construction

Status: In Process

The Sharps Road Project is an Official TTIP project. During this reporting period I have been working with FHWA to complete the Environmental Analysis and Categorical Exclusion (CE) for this project, the document was completed and I received the final approved CE on November 8, 2016. Note: Completion of the CE is required before we can begin the actual construction implementation.

I have also been coordinating with the Gaming Committee and the Construction Team to ensure all required plans and supporting documents are in place to ensure full compliance with FHWA TTP Regulations 25 CFR Part 170 and Karuk Tribal Contract and Procurement policies.

As you are aware, a total of \$350,000 of Karuk TTP funding has been allocated to assist in the (re)construction of Sharps Road in Yreka, please see Action Item #1 - Contract documents (**#17-C-010 WDH California, LLC**) for your review and approval. I look forward to working with the Team to complete this project. The Karuk DOT will ensure oversight and inspection of all project tasks associated with this contract.

ICDBG - Karuk Tribe Family Services Center

Description: Planning/Bid Development

Status: In Progress

I have been working with Emma Lee Perez to develop a Bid Packet and supporting documents for our current ICDBG Grant. **We are currently soliciting for Design/Build services and plan our Pre-Bid meeting for November 14, 2016 at 10:00am at the Headway Building.**

Project Title: 2% Planning

1.) General Project Coordination and Planning Efforts

Status: In Process

I will be developing a RFP for Project Planning to ensure we have expert knowledge to assist us in obtaining funding to accomplish our DOT goals. All projects associated with the Karuk Tribe Transportation Department require extensive coordination and collaboration.

2.) Update of the Karuk Tribe Long Range Transportation Plan (LRTP)

Status: In process and near completion- The Karuk Tribe DOT is working on updating the current LRTP. I will have a draft document for your review by January 2017.

3.) Tribal Transportation Improvement Program (TTIP) Update

Status: I worked with FHWA I now have an Official 2015-2020 TTIP.

Committee Participation:

Attended the North Coast Tribal Transportation Commission meeting (NCTTC), HCAOG Technical Advisory Committee (HCAOG TAC), FHWA Safety Management System Steering Committee (SMS Steering Committee), Karuk Resources Advisory Board Meetings (KRAB), Caltrans TERO Sub-Committee meeting, Caltrans Native American Advisory Committee (NAAC), Quarterly National Tribal Transportation Program Coordinating Committee Meeting (TTPCC), Siskiyou County LTC Social Services TAC, Meeting with National Transit Data Base Rep., met with UC Berkeley Tech Transfer/Transportation Safety Assessment.

Project Title: Road Maintenance

I am very proud of the work our DOT Maintenance crew completes; they are a fine example of well managed coordination, team work and professionalism.

The Crew has been able to accomplish many force account projects. Our goal is to accomplish most all of our maintenance Projects in house; the following maintenance projects will be completed in during field season 2016:

- **Road repair and crack seal on all routes within the Yreka KTHA Housing community**
- **Tishawnik Roads Project – Construction Management**
- **Somes Bar Work Center – Surface Maintenance**
- **Red Cap Road Review and Assist**
- **Crack filling and sealing on transportation facilities in Yreka**

Road maintenance funding provides staff and operational coverage for the activities listed below, as performed by a crew from the Karuk Tribe Department of Transportation.

Activities

- Equipment repair and maintenance, street sweeping, debris and brush removal from roadside and gutters, crack sealing, minor roadway patching, curb painting.

**Current numbers are not available fiscal year end calculations; I will ensure a complete update at next month’s meeting.*

Program	Code	Total Budget	Expensed to date	Balance	% Expended
Federal Highway Administration (FHWA)	2231	\$3,528,723	\$747,030	2,781,692*	21.17%
Term Dates	Total Months	Month # for report period	# Months Remaining	% Completed.	Extension Option Y/N
10/1/15 – 9/30/16	12	6	0	100%	Allows for annual carryover of all unused TTP funds
Progress Report Due Date	Completed?	Date Completed.	Fiscal Report Due Date	Completed?	Date Completed.
	no	12/16	12/16	yes	12/16

Action Items:

#1 – Requesting Approval of Contract #17-C-010 in the amount of \$350,000, between the Karuk Tribe and WDH California, LLC. This contract is to assist in the construction of Sharps Road in Yreka, CA.

Karuk Community Health Clinic
64236 Second Avenue
Post Office Box 316
Happy Camp, CA 96039
Phone: (530) 493-5257
Fax: (530) 493-5270

Karuk Tribe



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REQUEST FOR CONTRACT/ MOU/ AGREEMENT

Check One: **Contract**
 MOU
 Agreement
 Amendment

Karuk Tribe Number Assigned: 17-C-010

Funder/Agency Assigned: FHWA TTP
Prior Amendment: No

REQUIRED → *Procurement Attached *Budget Attached
*System for Award Management (SAM) (CONTRACTS ONLY)
*KCDC/ KTHA Notification/ review required Yes No

Requestor: Sandi Tripp **Date:** November 10, 2016

Department/Program: Department of Transportation

Name of Contractor or Parties: WHD California, LLC

Effective Dates (From/To): November 17, 2016 September 30, 2017

Amount of Original: \$350,000
Amount of Modification:
Total Amount: \$350,000

Funding Source: 2231-03-7600.13

Special Conditions/Terms:

Brief Description of Purpose:
Contract with WHD California, LLC for Sharps Road Project in Yreka, California.

** REQUIRED SIGNATURES **

Sandi Tripp
Requestor 11-10-16
Date

**Chief Financial Officer Date

**Director, Administrative Programs & Compliance Date

**Director of Self Governance(MOU/MOA) or TERO (Contracts) Date

Other Date

Sole Source Provider Justification for Construction Services

WDH California, LLC

Contract #17-C-010

The Karuk Tribe identifies WDH California, LLC as the General Contractor for all aspects of the Karuk Tribe Casino Project. Due to their exclusive design knowledge for this Project, the Karuk Tribe recognizes the above named Contractor as a sole source provider for Contract #17-C-010,

The said contractor and respective project equipment is currently on site; due to this fact, the Karuk Tribe recognizes cost saving for mobilization/demobilization as a compelling reason to further deem WDH California, LLC as a sole source provider for Contract #17-C-010.

KARUK TRIBE
SHARPS ROAD CONSTRUCTION PROJECT
CONTRACT DOCUMENTS

Owner:

Karuk Tribe
64236 Second Avenue
P.O. Box 1016
Happy Camp, California 96039
(530) 627-3063



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B.

BID

Proposal of WDH California, LLC (hereinafter called "**BIDDER**"), organized and existing under the laws of the State of California, doing business as WDH California, LLC
(a corporation, a partnership, an individual, etc.)

to the Karuk Tribe (hereinafter called "**OWNER**").

In compliance with Karuk Tribal Contracting Policy, Bidder hereby proposes to perform all Work for the completion of the construction of the **Sharps Road Construction Project** in strict accordance with the Contract Documents, including the Technical Specifications (Standard Specifications and Special Provisions) and Drawings titled "**Sharps Road Construction Project**", within the time set forth therein, and at the prices stated in the Bid Schedule.

By submission of this **BID**, each **BIDDER** certifies, and in the case of a joint **BID** each party thereto certifies as to his organization, that this **BID** has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this **BID** with any other **BIDDER** or with any competitor.

In the event that the product of a unit price and an estimated quantity does not equal the extended amount quoted, the unit price shall govern and the corrected product of the unit price and the estimated quantity shall be deemed to be the amount bid. If the sum of two or more items in a bidding schedule does not equal the total amounts quoted, the individual items amounts shall govern and the corrected total shall be deemed to be the amount bid.

BIDDER hereby agrees to commence **WORK** under this contract on or before a date to be specified in the **NOTICE TO PROCEED** and to fully complete the **PROJECT** within **365** consecutive calendar days thereafter. **BIDDER** further agrees to pay as liquidated damages, the sum of **\$1500.00** for each consecutive calendar day thereafter as provided in Section 25 of the General Provisions (Time for Completion and Liquidated Damages section).

BIDDER agrees to perform all the work described in the **CONTRACT DOCUMENTS** for the unit prices or lump sum stated in the Bid Schedule.

BID SCHEDULE

Sharps Road Extension CONSTRUCTION DIVISION SUMMARY

Item Number	Bid Schedule Items	Amount
1	Temporary Traffic Control	\$15,000.00
2	Construction Staking	\$15,000.00
3	Contractor Materials Testing & Quality Control	\$15,000.00
4	Clearing and Grubbing	\$35,000.00
5	Roadway Excavation and Grading	\$270,000.00
SUBTOTAL:		\$350,000.00
TOTAL BID AMOUNT:		\$350,000.00

Estimated quantities designated with (F) are final pay items in accordance to Section 9-1.02C, "Final Pay Item Quantities" of the Standard Specifications.

Respectfully Submitted:

Signature

Address

Title

Date

License No.

Expiration Date

SEAL – (if BID is by a corporation)

C.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

_____ as Principal, and

_____ as Surety, are hereby held and firmly

bound unto the Karuk Tribe, as **OWNER** in the penal sum of _____ for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 2016.

The Condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the completion of the **Sharps Road Construction Project**.

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the form attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation, shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal

BY: _____ (Seal)

Surety

BY: _____ (Seal)

IMPORTANT - Surety companies executing BONDS must be authorized to transact business in the state where the project is located.

D.

CONTRACTOR QUESTIONNAIRE

Name: _____

Social Security Number: _____

D.B.A.: _____

Street address: _____

City: _____ Telephone: _____

State License Number: _____ Type: _____

Bank References: _____

List three most recent construction jobs by name and address:

How long in business? _____ How many employees? _____

Are you an equal opportunity employer? _____

Are you eligible to perform federal government work? _____

Name and address of insurance carrier: _____

Conflict of Interest:

Are you or any member of your family related to any employee of the Owner or member of the governing board of the Owner?

No: _____ Yes: _____ If yes, please explain relationship:

Signature of License Holder

Date: _____

Signature of Company Representative (if different)

Date: _____

E.

NON-COLLUSIVE AFFIDAVIT

AFFIDAVIT

State of _____

County of _____

_____, being first duly sworn, deposes and says:

That he is, _____ the party making the foregoing proposal for bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has no colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not, in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Owner or any person interested in the proposed contract, and that all statements in said proposal for bid are true.

Project Name: **SHARPS ROAD CONSTRUCTION PROJECT**

Location: Sharps Road, Yreka, California

(Signature)

(Name and title)

(Date)

(Signature should be notarized.)

F.

**STATEMENT OF QUALIFICATIONS
ALASKA NATIVE OR INDIAN OWNED ENTERPRISES**

Note: This document must be submitted no later than 7 days before the date for receipt of BIDS.

The undersigned certifies under oath the truth and correctness of all answers to questions made hereinafter:

- Applicant wishes to qualify as an "Economic Enterprise" as defined in Section 3(e) of the Indian Financing Act of 1974 (P.L. 93-262); that is: "an Indian-Owned... commercial, industrial or business activity established or organized for the purpose of profit: Provided, that such Indian ownership shall constitute not less than 51 percent of the enterprise",

or

- A "Tribal Organization" as defined in Section 4(c) of the Indian Self-Determination and Education Assistance Act (P.L. 93-638); that is: "the recognized governing body of any Indian Tribe; any legally established organization of Indians which is controlled, sanctioned or chartered by such governing body or which is democratically elected by the adult members of the Indian community to be served by such organization and which includes the maximum participation of Indians in all phases of its activities: Provided, that in any case where a contract is let or grant made to an organization to perform services benefiting more than one Indian Tribe, the approval of each such Indian Tribe shall be a prerequisite to the letting or making of such contract or grant..."

1. Name of Enterprise or Organization: WHD California LLC

Address: 3214 NE 42nd St., Vancouver, WA 98663

Telephone No: 503-484-1103

2. Check One:

- Corporation
- Joint Venture
- Partnership
- Sole Proprietorship
- Other (Specify) _____

3. If a Corporation, answer the following:

a. Date of incorporation: _____

b. State of Incorporation: _____

c. Give the names and addresses of the officers of this corporation and establish whether they are Indian (I) or Non- Indian (NI).

Name and Social Security No.	I or	Title	Address	% of Stock Ownership
		President		
		Vice-President		
		Secretary or Clerk		
		Treasurer		

d. Complete the following information on any stockholder who is not listed in C above, owning 51% or more of the stock. Establish whether they are Indian (I) or Non-Indian (NI).

Name and Social Security No.	I or	Address	% of Stock Ownership

If a Sole Proprietorship or Partnership, answer the following:

a. Date of Organization: _____

b. Give the following information on the individual or partners and establish whether they are Indian (I) or Non-Indian (NI).

Name and Social Security I or Address No.	% of Ownership

If a joint Venture, answer the following:

a. Date of Joint Venture Agreement: _____

b. Attach the information for each member of the joint venture prepared in the appropriate format given above.

4. Give the name, address, and telephone number of the principal spokesperson of your organization:

5. Will any officer or partner listed in Q4 be engaged in outside employment?

Yes

No

If Yes, complete the following:

Name/Title	Hours Per Week Outside the Enterprise

6. Does this enterprise have any subsidiaries or affiliates or is it a subsidiary or affiliate of another concern?

Yes No

If yes, complete the following:

Name and Address of subsidiary, affiliate or other concerns	Description of Relationship

7. Does this enterprise or any person listed in Q4 above have or intend to enter into any type of agreement with any other concern or person which relates to or affects the on-going administration, management or operations of this enterprise? These include but are not limited to management, and joint venture agreements and any arrangement or contract involving the provision of such compensated services as administrative assistance, data processing, management consulting of all types, marketing, purchasing, production and other type of compensated assistance.

Yes No

If yes, attach a copy of any written agreement or an explanation of any oral or intended agreement.

8. a. Indicate the core crew employees in your work force, their job titles, and whether they are Indian or Non-Indian. Core crew is defined as an individual who is a current bona-fide individual who is regularly employed by the contractor in a supervisory or other key position when work is available.

b. Over the past three years, what has been the average number of employees?

_____.

9. Attach evidence showing membership in a tribe or other evidence of enrollment in a federally recognized tribe or qualification as a California Indian according to federal law.
10. Attach a certified copy of the charter, articles of incorporation, by-laws, partnership agreement, joint venture agreement and/or other pertinent organizational documentation.

NOTE: Omission of any information may be cause for this statement not receiving timely and complete consideration.

The persons signing below certify that all information in the statement, including exhibits and attachments, is true and correct.

Print or type name below all signatures.

If applicant is Sole Proprietor, sign below:

Name	Date

If applicant is in a Partnership or Joint Venture, all Partners must sign below:

Name	Date

Name	Date

If applicant is a corporation, affix corporate seal:

Name	Date

By: _____
 President's Signature

Attested by: _____
 Corporate Secretary's Signature

G.

NOTICE OF AWARD

To:

PROJECT DESCRIPTION:

This is a construction contract for completion of the **Sharps Road Construction Project**.

You are hereby notified that your BID has been accepted in the amount of \$350,000.00

You are required to execute the Agreement and furnish CONTRACTOR'S Performance and Payment BONDS, if required, to the OWNER within ten calendar days from the date of this Notice to you. In addition, you are required to furnish a certificate of insurance before the Notice to Proceed will be issued.

You are required to submit a plan for the maximum utilization of Indian and Alaska Native workers. Notice to Proceed will not be issued until the OWNER has received and approved this plan and the TERO Officer has issued a TERO Permit enumerating the plan. Reference General Provisions Section 49. If you need information on Indian Employment, contact Dion Wood at (530) 493-1600 ext. 2030

If you fail to execute and furnish the Agreement and any required BONDS within ten days from the date of this Notice, the OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this **NOTICE OF AWARD** to the **OWNER**.

Dated this _____ day of _____, _____

Karuk Tribe
(Owner)

By _____
Russell Attebery

Title Chairman

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By WDH California, LLC

this the _____ day of _____ 2016

By _____

Title _____

H.

Karuk Community Health Clinic

64236 Second Avenue
Post Office Box 316
Happy Camp, CA 96039
Phone: (530) 493-5257
Fax: (530) 493-5270

Karuk Tribe



Karuk Dental Clinic

64236 Second Avenue
Post Office Box 1016
Happy Camp, CA 96039
Phone: (530) 493-2201
Fax: (530) 493-5364

Administrative Office

Phone: (530) 493-1600 • Fax: (530) 493-5322
64236 Second Avenue • Post Office Box 1016 • Happy Camp, CA 96039

**KARUK TRIBE
CONSTRUCTION CONTRACT
CONTRACT NUMBER 17-C-010**

This Agreement, made this November 17, 2016, by and between the **Karuk Tribe**, hereinafter called "**Owner**" and **WHD California, LLC** hereinafter called "**Contractor**."

Witnesseth: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will commence and complete **all construction (including obtaining necessary permits), inspection and commissioning of the Karuk Tribe's Sharps Road Construction Project in Yreka, California.**
2. The Contractor will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described herein.
3. The Contractor agrees to full compliance with all environmental commitments as identified in the Karuk Tribe Transportation Program Categorical Exclusion (23CFR771.117(a)).
4. The Contractor will commence the work required by the Contract documents within ten calendar days after the date of the Notice to Proceed and will complete the same by **5 p.m. September 30, 2017.**
5. The Contractor agrees to perform all of the work described in the Contract Documents and comply with the terms therein for the sum of **Three hundred fifty thousand dollars and zero cents (\$350,000.00)**, as shown in the Bid (Proposal) documents.
6. The term "**Contract Documents**" means and includes the following:

- Advertisement for Bids
- Information for Bidders
- Bid/Bid Schedule
- Bid Bond
- Contractor Questionnaire
- Non-Collusive Affidavit
- Statement of Qualifications
- Notice of Award
- Agreement
- Payment Bond

Performance Bond
Notice to Proceed
Change Order Information
General Conditions
Karuk Tribal Employment Rights Policy
Special Provisions
Davis-Bacon Wage Determinations
Technical Specifications
Project Plans

7. The Owner will pay to the Contractor in the manner and at such times as set forth in the General Provisions such amounts as required by the Contract Documents.
8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

In Witness Whereof, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in 3 (no.) copies, each of which shall be deemed an original on the date first above written.

OWNER: KARUK TRIBE

Contractor

BY: _____
Russell Attebery

BY: _____
Name

TITLE: Chairman

TITLE: Owner

P O BOX 1016

3214 NE 42nd St

HAPPY CAMP, CA 96039

Vancouver, WA 98663

TEL: 530-493-1600

TEL: 503-484-1103

FAX: 530-493-5322

I.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

WHD California, LLC, 3214 NE 42nd St, Vancouver, Washington 98663
(Name and Address of Contractor)

a LLC, hereinafter called Principal, and _____,
(Corporation Partnership or Individual) (Name and Address of Surety)

hereinafter called Surety, are held and firmly bound unto the Karuk Tribe 64236 Second Avenue, Happy Camp, California 96039, hereinafter called Owner, in the penal sum of \$ _____, in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas, the Principal entered into a certain contract Owner, dated the _____, a copy of which is hereto attached and made a part hereof for the all construction (including obtaining necessary permits), inspection and commissioning of the Karuk Tribe's **Sharps Road Construction Project** in Yreka, California.

Now Therefore, if the Principal shall promptly make payment to all persons, firms, sub-contractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by sub-contractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

Provided further, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed there under or the Technical Specifications accompanying the same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the Technical Specifications.

Provided further, that no final settlement between the Owner and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

In Witness Thereof, this instrument is executed in _____ counterparts
(Number)

one of which shall be deemed an original, this the _____ day of _____, 2016.

(SEAL) _____
(Name of Principal)

BY: _____
(Signature for Principal)

(Address)

ATTEST: _____
(Principal Secretary)

WITNESS: _____
(Witness as to Principal)

(Address)

(SEAL) BY: _____
(Attorney-in-Fact)

(Address)

ATTEST: _____
(Surety Secretary)

WITNESS: _____
(Witness as to Principal)

(Address)

NOTE: Date of Bond must not be prior to date of Contract. If Principal is Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must be authorized to transact business in the State where the project is located.

J.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

WHD California, LLC, 3214 NE 42nd St., Vancouver, WA 98663
(Name and Address of Contractor)

a _____, hereinafter called Principal, and _____
(Name and Address of Surety) Corporation Partnership or Individual)

hereinafter called Surety, are held and firmly bound unto the Karuk Tribe 64236 Second Avenue, Happy Camp, California, 96039, hereinafter called OWNER, in the penal sum of \$_____ day in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ a copy of which is hereto attached and made a part hereof for the all construction (including obtaining necessary permits), inspection and commissioning of the Karuk Tribe's **Sharps Road Construction Project** in Yreka, California.

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the Work to be performed there under or the Technical Specifications accompanying the same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Technical Specifications.

Provided further, that no final settlement between the OWNER and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

In witness thereof, this instrument is executed in 3 counterparts one of which shall be deemed an original, this the _____ day of _____, 2016.

(SEAL) _____
(Name of Principal)

BY: _____
(Signature for Principal)

(Address)

ATTEST: _____
(Principal Secretary)

WITNESS: _____
(Witness as to Principal)

(Address)

(SEAL) BY: _____
(Attorney-in-Fact)

(Address)

ATTEST: _____
(Surety Secretary)

WITNESS: _____
(Witness as to Principal)

(Address)

NOTE: Date of Bond must not be prior to date of Contract. If Principal is Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must be authorized to transact business in the State where the project is located.

K.

NOTICE TO PROCEED

To: WHD California, LLC
(Contractor)

(Address)

Date: _____

Project: **Sharps Road Construction**

You are hereby notified to commence work in accordance with the Agreement dated _____, on or before _____ and you are to complete the work by _____.

Prior to commencing work, you shall obtain Certificates of Insurance acceptable to the Owner and place them on file with the Owner (reference General Provision section 16).

Within ten days of this notice, you shall provide a Construction Progress Schedule to the Owner through the Contract Manager for approval (reference Special Provisions section 7).

Karuk Tribe
(Owner)

By: _____
Russell Atteberry

Title: Chairman

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by:

(Contractor)

this the ____ day, of _____, 20__.

By: _____

Title: _____

L.

GENERAL CONDITIONS

1. Definitions
2. Additional Instructions, Detail Drawings
3. Reports and Records
4. Drawings and Specifications
5. Site Investigation & Conditions
6. Shop Drawings
7. Materials, Services and Facilities
8. Substitutions
9. Patents
10. Surveys, Permits, Regulations
11. Laws and Regulations Affecting Work
12. Taxes
13. Protection of Work, Property, Persons
14. Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements
15. Operations and Storage Areas
16. Insurance
17. Indemnification
18. Contract Security
19. Accident Prevention and Safety Program
20. Temporary Sanitary Facilities
21. Supervision by Contractor
22. Subcontracting
23. Separate Contracts
24. Days of Work, Hours of Work
25. Time for Completion and Liquidated Damages
26. Progress Schedules & Requirements for Compliance
27. Land and Rights-of-Way
28. Suspension of Work, Termination and Delay
29. Inspection and Testing
30. Correction of Work
31. Changes in the Work
32. Changes in Contract Price
33. Differing Site Conditions
34. Use and Possession Prior to Completion
35. Record Drawings
36. Cleanup and Finish Grading
37. Measurement and Payment
38. Variation in Estimated Quantities
39. Final Inspections
40. Payments to Contractor
41. Assignments
42. Guaranty
43. Acceptance of Final Payment as Release
44. Contract Manager's Role and Authority
45. Resolution of Disputes
46. Equal Employment Opportunity
47. Clean Air and Water
48. Indian Preference

1. **DEFINITIONS**

- 1.1 Wherever used in the contract documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:
- 1.2 Addenda - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the contract documents, drawings and technical provisions, by additions, deletions, clarifications or corrections.
- 1.3 Bid - The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the work to be performed.
- 1.4 Bidder - Any person, firm or corporation submitting a bid for the work.
- 1.5 Bonds - Bid, Performance, and Payment Bonds and other instruments of security, furnished by the Contractor and his surety in accordance with the contract documents.
- 1.6 Change Order - A written order to the Contractor authorizing an addition, deletion or revision in the work within the general scope of the contract documents, or authorizing an adjustment in the contract price or contract time.
- 1.7 Contract Documents - The contract, including Advertisement For BIDS, Information For Bidders, Bid, Bid Bond, Agreement, General Provisions, Labor Provisions, Special Provisions, Payment Bond, Performance Bond, Notice of Award, Notice to Proceed, Change Order, Drawings, Technical Specifications, Submittal Requirements, and Addenda.
- 1.8 Contract Price - The total monies payable to the Contractor under the terms and conditions of the Contract Documents.
- 1.9 Contract Time - The number of calendar days stated in the Contract Documents for the completion of the work.
- 1.10 Contract Manager - The person with the owner organization who is authorized to administer the contract for the Owner.
- 1.11 Contractor - The person, firm or corporation with whom the Owner has executed the Agreement.
- 1.12 Contract Manager Representative - The representative of the Contract Manager authorized to deal with the Contractor at the site to administer the technical aspects of the Contract and to assure compliance with the Drawings and Specifications.
- 1.13 Drawings - The part of the contract documents which show the characteristics and scope of the work to be performed.
- 1.14 Engineer – The person, firm or corporation named as such in the contract documents.
- 1.15 Field Order - A written order effecting a change in the work not involving an adjustment in the contract price or an extension of the contract time, issued by the Owner or Contract Manager to the Contractor during construction.
- 1.16 Indian Health Service (IHS).
- 1.17 Notice Of Award - The written notice of the acceptance of the bid from the Owner to the successful Bidder.
- 1.18 Notice To Proceed - Written communication issued by the Owner to the Contractor authorizing him to proceed with the work and establishing the date of commencement of the work.
- 1.19 Owner - The Karuk Tribe.
- 1.20 Plans - The part of the contract documents which show the characteristics and scope of the work to be performed and which have been prepared or approved by the Contract Manager. In as far as these contract documents are concerned; the terms Drawings and Plans are synonymous.
- 1.21 Project - The undertaking to be performed as provided in the contract documents.

- 1.22 Shop Drawings - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Sub-Contractor, manufacturer, supplier or distributor, which illustrate how specific portions of the work shall be fabricated or installed.
- 1.23 Specifications - A part of the contract documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship. In as far as these contract documents are concerned; the terms Technical Provisions and Specifications are synonymous.
- 1.24 Sub-Contractor - An individual, firm or corporation having a direct contract with the Contractor or with any other sub-contractor for the performance of a part of the work at the site.
- 1.25 Substantial Completion - That date as certified by the Contract Manager when the construction of the project is sufficiently completed in accordance with the contract documents, so that the project or specified part can be utilized for the purposes for which it is intended.
- 1.26 Special Provisions - Modifications and additions to General Conditions which may be required by a federal agency for participation in the project, or such requirements that may be imposed by applicable state or local laws, or the Owner's contracting practices.
- 1.27 Supplier - Any person or organization who supplies materials or equipment for the work, including that fabricated to a special design, but who does not perform labor at the site.
- 1.28 Technical Specifications - A part of the contract documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship. In as far as the contract documents are concerned, the terms Technical Specifications and Technical Provisions are synonymous.
- 1.29 Work - All labor necessary to produce the construction required by the contract documents and all materials and equipment incorporated or to be incorporated in the project.
- 1.30 Written Notice - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the work.

2. ADDITIONAL INSTRUCTIONS, DETAIL DRAWINGS ORDER OF PRECEDENCE

- 2.1 The Contractor may be furnished additional instructions and detail drawings, by the Contract Manager as necessary to carry out the work required by the contract documents.
- 2.2 The additional drawings and instruction thus supplied will become a part of the contract documents. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions.
- 2.3 In the event of an inconsistency between provisions of this contract, the inconsistency shall be resolved by giving precedence in the order given in the Special Provisions section of these documents.

3. REPORTS AND RECORDS

- 3.1 The Contractor shall submit to the Contract Manager a schedule of quantities and costs, payrolls, reports, estimates, records and other data where applicable, and as are required by the contract documents for the work to be performed.
- 3.2 The Contractor shall keep all records related to the contract for a minimum of three years after acceptance of the completed work.

4. DRAWINGS AND TECHNICAL SPECIFICATIONS

- 4.1 The intent of the drawings and technical provisions is that the Contractor shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the work in accordance with the contract documents and all incidental work necessary to complete the project in an acceptable manner, ready for use, occupancy or operation by the Owner.
- 4.2 In case of conflict between the drawings and technical specifications, the technical specifications shall govern. Figure dimensions on drawings shall govern over scale dimensions, and detailed drawings shall govern over general drawings.
- 4.3 Any discrepancies found between the drawings and technical specifications and site conditions or any inconsistencies or ambiguities in the drawings or technical specifications shall be immediately reported to the Contract Manager, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.

5. **SITE INVESTIGATION AND CONDITIONS**

- 5.1 The Contractor will take steps necessary to ascertain the nature and location of the work, and investigate the general and local conditions which can affect the work or its cost, including but not limited to:
- a) conditions bearing upon transportation, disposal, handling, and storage of materials;
 - b) the availability of labor, water, electric power, and roads;
 - c) uncertainties of weather, river stages, tides, or similar physical conditions at the site;
 - d) the conformation and conditions of the ground; and
 - e) the character of equipment and facilities needed preliminary to and during work performance.
- The Contractor also will observe and determine the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Owner, as well as from the drawings and technical specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Owner.
- 5.2 The Owner assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Owner. The Owner does not assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its representatives before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

6. **SHOP DRAWINGS**

- 6.1 The Contractor shall provide shop drawings as may be necessary for the prosecution of the work as required by the contract documents. The Contract Manager will have the drawings promptly reviewed and will recommend approval or disapproval of all shop drawings. Approval of any shop drawing shall not release the Contractor from responsibility for deviations from the contract documents. The approval of any shop drawing which substantially deviates from the requirement of the contract documents shall be evidenced by a change order.
- 6.2 When submitted for review and approval, shop drawings shall bear the Contractor's certification that he has reviewed, checked and approved the shop drawings and that they are in conformance with the requirements of the contract documents.
- 6.3 Portions of the work requiring a shop drawing or sample submission shall not begin until the shop drawing or submission has been approved by the Contract Manager. A copy of each approved shop

drawing and each approved sample shall be kept in good order by the Contractor at the site and shall be available to the Owner.

7. MATERIALS, SERVICES AND FACILITIES

- 7.1 It is understood that, except as otherwise specifically stated in the contract documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the work within the specified time.
- 7.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the work. Stored materials and equipment to be incorporated in the work shall be located so as to facilitate prompt inspection.
- 7.3 Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
- 7.4 Materials, supplies and equipment shall be in accordance with samples submitted by the Contractor and approved by the Contract Manager.
- 7.5 Materials, supplies or equipment to be incorporated into the work shall not be purchased by the Contractor or the Sub-Contractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.
- 7.6 The Contractor shall promptly remove from the premises all materials rejected by the Contract Manager for failure to comply with the contract documents. The Contractor shall promptly replace the materials with acceptable materials without expense to the Owner.

8. SUBSTITUTIONS

- 8.1 Whenever a material, article or piece of equipment is identified on the drawings or technical specifications by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The Contractor may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the contract documents by reference to brand name or catalogue number, and if, in the opinion of the Contract Manager, such material, article, or piece of equipment is of equal substance and function to that specified, the Contract Manager may approve its substitution and use by the Contractor. Any cost differential shall be deductible from the contract price and the contract documents shall be appropriately modified by change order. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the contract price or contract time.

9. PATENTS

- 9.1 The Contractor shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified. However, if the Contractor has reason to believe that the design, process, or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Contract Manager.

10. **SURVEYS, PERMITS, REGULATIONS**

- 10.1 The Owner shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the work together with a suitable number of bench marks adjacent to the work as shown in the contract documents. From the information provided by the Contract Manager, unless otherwise specified in the contract documents, the Contractor shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations and other working points, lines, elevations and cut sheets.
- 10.2 The Contractor shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.
- 10.3 Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor unless otherwise specified in the contract documents. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the contract documents are at variance therewith, he shall promptly notify the Contract Manager in writing, and any necessary changes shall be adjusted as provided in Section 31 -"Changes in the Work".

11. **LAWS AND REGULATIONS AFFECTING WORK**

- 11.1 The Contractor shall at all times observe and comply with Federal, State, City, County and Tribal laws, ordinances and regulations which in any manner affect the conduct of the work; and all such orders and decrees as exist at the present and which may be enacted later by legislative bodies or tribunals having legal jurisdiction or authority over the work. No pleas of misunderstanding or ignorance thereof will be considered. The Contractor shall be wholly responsible for any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree.

12. **TAXES**

- 12.1 This contract may be subject to all provisions of the Karuk Tribe TERO Ordinance. Within 10 days of execution of this contract, Contractor shall contact the Karuk Tribal Employment Rights office at 530-493-1600, Extension 2030 for a TERO packet and instructions. An amount equal to 2% (two percent) of this contract sum, and all future change orders is payable to the Karuk Tribe as a TERO fee. Contractor may include the entire TERO fee in his first application for payment, or include the TERO fee in each of his progress payment applications.

13. **PROTECTION OF WORK, PROPERTY AND PERSONS**

13.1 The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. He will take all necessary precautions for the safety of and will provide the necessary protection to prevent damage, injury or loss to all employees on the work and other persons who may be affected thereby, all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto.

14. **PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS**

14.1 The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work sites which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall remove trees only when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound.

14.2 The Contractor shall protect from damage all existing improvements and utilities:

- i. at or near the work site, and
- ii. on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor.

14.3 The existence and location of utilities are not guaranteed by the Owner and shall be investigated and verified in the field by the Contractor before commencing construction activities in any particular area. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contract Manager may have the necessary work performed and charge the cost to the Contractor.

15. **OPERATIONS AND STORAGE AREAS**

15.1 The Contractor shall confine all operations (including storage of materials) to areas authorized or approved by the Contract Manager. The Contractor shall hold and save the Owner and its representatives free and harmless from liability of any nature occasioned by the Contractor's performance.

15.2 Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contract Manager and shall be built with labor and materials furnished by the Contractor without expense to the Owner. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. Only with the written consent of the Contract Manager may the buildings and utilities be abandoned and not removed.

15.3 The Contractor shall use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contract Manager. In such case, the Contractor shall minimize disruption and delays to traffic in the affected areas. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

16. **INSURANCE**

- 16.1 The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself or by any Sub-Contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
- i. Claims under workmen's compensation, disability benefit and other similar employee benefit acts;
 - ii. Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;
 - iii. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
 - iv. Claims for damages insured by usual personal injury liability coverage which are sustained
 - a. by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or
 - b. by any other person; and
 - v. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.
- 16.2 Certificates of Insurance acceptable to the Contract Manager shall be filed with the Contract Manager prior to commencement of the work. These Certificates shall contain a provision that coverage's afforded under the policies will not be canceled unless at least fifteen (15) days prior written notice has been given to the Contract Manager.
- 16.3 The Contractor shall procure and maintain, at his own expense, during the contract time, liability insurance as hereinafter specified;
- 16.3.1 Contractor's General Public Liability and Property Damage Insurance including vehicle coverage issued to the Contractor and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to any property, arising out of or in connection with any operations under the contract documents, whether such operations be by himself or by any Sub-Contractor under him, or anyone directly or indirectly employed by the Contractor or by a Sub-Contractor under him. Insurance shall be written with a limit of liability of not less than \$500,000 for all damages arising out of bodily injury, including death, at any time resulting there from, sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$200,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$500,000 aggregate for any such damage sustained by two or more persons in any one accident.
- 16.3.2 The Contractor shall acquire and maintain, if applicable, Fire and Extended Coverage insurance upon the project to the full insurable value thereof for the benefit of the Owner, the Contractor, and Sub-Contractors as their interest may appear. This provision shall in no way release the Contractor or Contractor's surety from obligations under the contract documents to fully complete the project.
- 16.4 The Contractor shall procure and maintain, at his own expense, during the contract time, in accordance with the provisions of the laws of the state in which the work is performed, Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the project and in case any work is sublet, the Contractor shall require such Sub-Contractor similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under Workmen's Compensation statute, the Contractor shall provide, and shall cause each Sub-contractor to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

16.5 The Contractor shall secure, if applicable, "All Risk" type Builder's Risk Insurance for work to be performed. Unless specifically authorized by the Contract Manager, the amount of such insurance shall not be less than the contract price totaled in the bid. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the contract time, and until the work is accepted by the Contract Manager. The policy shall name as the insured the Contractor and the Owner.

17. **INDEMNIFICATION**

17.1 The Contractor will indemnify and hold harmless the Owner, his agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting there from; and is caused in whole or in part by any negligent or willful act or omission of the Contractor, and Sub-contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

17.2 In any and all claims against the Owner or any of his agents, or employees by any employee of the Contractor, any Sub-contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Sub-Contractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.

17.3 The obligation of the Contractor under this paragraph shall not extend to the liability of the Owner, his agents, or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or technical specifications.

18. **CONTRACT SECURITY**

18.1 If required in the contract documents, the Contractor shall within ten days after the receipt of the Notice of Award furnish the Contract Manager with a Performance Bond and a Payment Bond in penal sums equal to the amount of the contract price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the contract documents, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the contract documents. Such bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the work is to be performed. The expense of these bonds shall be borne by the Contractor. If at any time a surety on any such bond is declared as bankrupt or loses its right to do business in the state in which the work is to be performed, the Contractor shall within ten days after notice from the Contract Manager to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Contract Manager. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the Contract Manager.

19. **ACCIDENT PREVENTION AND SAFETY PROGRAM**

- 19.1 The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons, including employees, and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to U.S. Department of Labor (OSHA), and all other applicable federal, state, county, and local laws, ordinances, codes, the requirements set forth below, and any regulations that may be detailed in other parts of these documents. Where any of these are in conflict, the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations and penalties set forth herein.
- 19.2 The Contract Manager will notify the Contractor of any observed non-compliance with the foregoing provisions and the action to be taken. The Contractor shall, upon receipt of such notice, immediately take corrective action. If the Contractor fails or refuses to comply promptly, the Contract Manager may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of claims for extension of time, or for excess costs or damages by the Contractor.
- 19.3 The Contractor shall develop and maintain for the duration of this contract, a safety program that will effectively incorporate and implement all required safety provisions. The Contractor shall appoint an employee who is qualified and authorized to supervise and enforce compliance with the safety program.
- 19.4 The Contractor as a part of his safety program, shall maintain at his office or other well-known place at the job site, safety equipment applicable to the work as prescribed by the aforementioned authorities, all articles necessary for giving first aid to the injured, and shall establish the procedure for the immediate removal to a hospital or a doctor's care of persons who may be injured on the job site.
- 19.5 If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the Contract Manager. In addition, the Contractor must promptly report in writing to appropriate authorities and the Contract Manager's representative all accidents whatsoever arising out of, or in connection with, the performance of the work whether on, or adjacent to, the site, giving full details and statements of witnesses. If a claim is made by anyone against the Contractor or any Sub-Contractor on account of any accident, the Contractor shall promptly report the facts in writing to the Contract Manager giving full details of the claim.
- 19.6 The Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs and other traffic control devices, and shall take all necessary precautions for the protection of the work and safety of the public. Highways closed to traffic shall be protected by effective barricades, and obstructions shall be illuminated during the hours of darkness. Suitable warning signs shall be provided to control and direct traffic properly. The Contractor shall erect warning signs in advance of any place on the project where operations may interfere with the use of the road by traffic, and at all intermediate points where the new work crosses or coincides with an existing road.
- 19.7 Compliance with the requirements of this provision by Sub-Contractors will be the responsibility of the Contractor.

20. **TEMPORARY SANITARY FACILITIES**

20.1 The Contractor shall provide and maintain necessary sanitary conveniences for the use of those employed on or about the work properly secluded from public observation in such a manner and at such points as shall be approved by the Contract Manager, and their use shall be strictly enforced.

21. **SUPERVISION BY CONTRACTOR**

21.1 The Contractor will supervise and direct the work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will employ and maintain on the work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

22. **SUBCONTRACTING**

22.1 The Contractor may utilize the services of specialty Sub-Contractors on those parts of the work which, under normal contracting practices, are performed by specialty Sub-Contractors.

22.2 The Contractor shall not award work to Sub-Contractor(s) in excess of 67% of the contract price, without prior written approval of the Contract Manager.

22.3 The Contractor shall be fully responsible to the Owner for the acts and omissions of his Sub-Contractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

22.4 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind Sub-Contractors to the Contractor by the terms of the contract document insofar as applicable to the work of Sub-Contractors and to give the Contractor the same power as regards terminating any subcontract that the Contract Manager may exercise over the Contractor under any provision of the contract documents.

22.5 Nothing contained in this contract shall create any contractual relation between any Sub-Contractor and the Owner.

23. **SEPARATE CONTRACTS**

23.1 The Owner reserves the right to let other contracts in connection with this project. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs. If the proper execution or results of any part of the Contractor's work depends upon the work of any other Contractor, the Contractor shall inspect and promptly report to the Contract Manager any defects in such work that render it unsuitable for such proper execution and results.

23.2 The Owner may perform additional work related to the project by him, or he may let other contracts containing provisions similar to these. The Contractor will afford the other Contractors who are parties to such contracts (or the Owner, if he is performing the additional work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his work with theirs.

23.3 If the performance of additional work by other Contractors or the Owner is not noted in the contract documents prior to the execution of the contract, written notice thereof shall be given to the Contractor prior to starting any such additional work. If the Contractor believes that the performance of such additional work by the Owner or others involves him in additional expense or entitles him to

an extension of the contract time, he may make a claim therefore as provided in Sections 31 and 32.

24. DAYS OF WORK, HOURS OF WORK

24.1 Regular work shifts shall be eight hours daily Monday through Friday, except on holidays indicated below. Time of beginning and ending the day's work shall be approved by the Contract Manager. The Contract Manager, when in his opinion it is justified, may grant the Contractor permission to work overtime upon written request by the Contractor. When for good reason short periods of overtime work are required, the Contract Manager may give approval without advance written notice.

24.2 Construction work will not be permitted on Saturdays, Sundays, nor on New Year's Day, Martin Luther King's Day, President's Day, Memorial Day, Independence Day, Labor Day, Native American Day, Veterans Day, Thanksgiving Day and Christmas Day, nor any other holidays declared by the federal government. When any of the above holidays falls on Saturday and the preceding Friday is established as a holiday or when any of the holidays fall on Sunday and the following Monday is established as a holiday, no construction will be permitted on those days. The Contract Manager, when in his opinion it is justified, may grant the Contractor permission to work on any of the above days upon written application by the Contractor. Approval shall be required at least 48 hours in advance.

25. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

25.1 The time for completion of the work is an essential condition of the contract documents. The time for completion appears in the Agreement. The work embraced shall be commenced on a date specified in the notice to proceed.

25.2 The Contractor will proceed with the work at such rate of progress to insure full completion within the time for completion. It is expressly understood and agreed, by and between the Contractor and the Owner, that time for completion of the work under the contract is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

25.3 If the Contractor shall fail to complete the work within the time for completion, or extension of time granted by the Contract Manager, then the Contractor will pay to the Owner the amount for liquidated damages as specified in the contract documents for each calendar day that the work shall be incomplete after the date established by the time for completion.

25.4 The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and the Contractor has promptly given written notice of such delay to the Contract Manager.

25.4.1 To any preference, priority or allocation order duly issued by the Contract Manager.

25.4.2 To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and

25.4.3 To any delays of Sub-Contractors occasioned by any of the causes specified in paragraphs 25.4.1 and 25.4.2 of this article.

26. PROGRESS SCHEDULES AND REQUIREMENTS FOR COMPLIANCE

26.1 If, in the opinion of the Contract Manager, the Contractor falls behind the progress schedule, the Contractor shall take such steps as may be necessary to assure performance within the allowable time for completion. The Contractor may propose for approval by the Contract Manager measures such as increasing number of workers, number of shifts, or overtime operations, days of work, or the amount of construction plant, or all of them. The Contract Manager may require the Contractor to submit for approval such supplementary schedule or schedules necessary to demonstrate that the work shall be performed within the allowable time for completion, all without additional cost to the Owner.

26.2 Failure of the Contractor to comply with the requirements of this provision shall be grounds for determination that the Contractor is not prosecuting the work with such diligence as will insure completion within the specified time for completion. Upon such determination the Contract Manager may terminate the Contractor's right to proceed with the work, or any separable part thereof in accordance with Section 28 entitled "Suspension of Work, Termination and Delay".

27. **LAND AND RIGHTS-OF-WAY**

27.1 Prior to issuance of notice to proceed, the Owner shall obtain all land and rights-of-way necessary for carrying out and for the completion of the work to be performed pursuant to the contract documents, unless otherwise mutually agreed.

27.2 The Contract Manager shall provide to the Contractor information which delineates and describes the lands owned and rights-of-way acquired.

27.3 The Contractor shall provide at his own expense and without liability to the Owner any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.

28. **SUSPENSION OF WORK, TERMINATION AND DELAY**

28.1 The Contract Manager may suspend the work or any portion thereof for a period of not more than 90 days or such further time as agreed upon by the Contractor, by written notice to the Contractor which notice shall fix the date on which work shall be resumed. The Contractor will resume that work on the date so fixed. The Contractor will be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to any suspension.

28.2 If the Contractor is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Sub-Contractors or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the work or if he disregards the authority of the Contract Manager, or if he otherwise violates any provision of the contract documents, then the Contract Manager may, without prejudice to any other right or remedy and after giving the Contractor and his surety a minimum of ten days from delivery of a written notice, terminate the services of the Contractor and take possession of the project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price exceeds the direct and indirect costs of completing the project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be determined by the Contract Manager and incorporated in a change order.

28.3 Where the Contractor's services have been so terminated by the Contract Manager, said termination shall not affect any right of the Owner against the Contractor then existing or which may

thereafter accrue. Any retention or payment of monies by the Owner due the Contractor will not release the Contractor from compliance with the contract documents.

- 28.4 After ten days from delivery of a written notice to the Contractor, the Contract Manager may without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the contract. In such case, the Contractor shall be paid for all work executed and any expense sustained plus reasonable profit.
- 28.5 If, through no act or fault of the Contractor, the work is suspended for a period of more than 90 days by the Contract Manager or under an order of court or other public authority, or the Contract Manager fails to act on any request for payment within 30 days after it is submitted, or the Owner fails to pay the Contractor substantially the sum approved by the Contract Manager or awarded by arbitrators within 30 days of its approval and presentation, then the Contractor may, after ten days from delivery of a written notice to the Contract Manager, terminate the contract and recover from the Owner payment for all work executed and all expenses sustained. In addition and in lieu of terminating the contract, if the Contract Manager has failed to act on a request for payment or if the Owner has failed to make any payment as aforesaid, the Contractor may, upon ten days written notice to the Contract Manager, stop the work until he has been paid all amounts then due, in which event and upon resumption of the work, change orders shall be issued for adjusting the contract price or extending the contract time or both to compensate for the costs and delays attributable to the stoppage of the work.
- 28.6 If the performance of all or any portion of the work is suspended, delayed, or interrupted as a result of a failure of the Contract Manager to act within the time specified in the contract documents, or if no time is specified, within a reasonable time, an adjustment in the contract price or an extension of the contract time, or both, shall be made by change order to compensate the Contractor for the costs and delays necessarily caused by the failure of the Contract Manager.

29. **INSPECTION AND TESTING**

- 29.1 All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the contract documents.
- 29.2 The Owner shall provide any inspection and testing services beyond those required by the contract documents.
- 29.3 The Contractor shall provide at his expense the testing and inspection services required by the contract documents.
- 29.4 If the contract documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor will give the Contract Manager timely notice of readiness. The Contractor will then furnish the Engineer the required certificates of inspection, testing or approval.
- 29.5 Inspections, tests or approvals by the Contract Manager or others are for the sole use of the Owner and shall not relieve the Contractor from his obligations to perform the work in accordance with the requirements of the contract documents.
- 29.6 The Contract Manager and his representatives will at all times have access to the work. In addition, authorized representatives and agents of any participating federal or state agency shall be permitted to inspect all work, materials, and payrolls, records of personnel, invoices of materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the work and also for any inspection, or testing thereof.

29.7 If any work is covered contrary to the written instructions of the Contract Manager it must, if requested by the Contract Manager, be uncovered for his observation and replaced at the Contractor's expense.

29.8 If the Contract Manager considers it necessary or advisable that covered work be inspected or tested by others, the Contractor, at the Contracting Manager's request, will uncover, expose or otherwise make available for observation, inspection or testing—that portion of the work in question, furnishing all necessary labor, materials, tools and equipment. If it is found that such work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such work is not found to be defective, the Contractor will be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate change order shall be issued.

30. **CORRECTION OF WORK**

30.1 The Contractor shall promptly remove from the premises all work rejected by the Contract Manager for failure to comply with the contract documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the work in accordance with the contract documents and without expense to the Owner and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

30.2 All removal and replacement work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected work within 10 days after receipt of written notice, the Owner may remove such work and store the materials at the expense of the Contractor.

31. **CHANGES IN THE WORK**

31.1 All change orders that will increase the contract price are required to have a cost analysis performed and require written approval from the Karuk Tribe prior to implementation.

31.2 The Contract Manager may at any time, as the need arises, order changes within the scope of the work without invalidating the Agreement. If such changes increase or decrease the amount due under the contract documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by change order.

31.3 The Contract Manager also may, at any time, by issuing a field order, make changes in the details of the work. The Contractor shall proceed with the performance of any changes in the work unless the Contractor believes that such field order entitles him to a change in contract price or time, or both, in which event he shall give the Contract Manager written notice thereof within seven days after the receipt of the ordered change. Thereafter the Contractor shall document the basis for the change in contract price or time within 30 days. The Contractor shall not execute such changes pending the receipt of an executed change order or further instruction from the Contract Manager.

32. **CHANGES IN CONTRACT PRICE**

32.1 The contract price may be changed only by a change order. The value of any work covered by a change order or of any claim for increase or decrease in the contract price shall be determined by one or more of the following methods in the order of precedence listed below:

i. Unit prices previously approved.

ii. An agreed lump sum.

iii. The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work. In addition there shall be added an amount to be agreed upon but not to exceed 15% of the actual cost of the work to cover the cost of general overhead and profit.

33. **DIFFERING SITE CONDITIONS**

33.1 The Contractor shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the Contract Manager by written notice of:

33.1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the contract documents; or

33.1.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract documents.

33.2 The Contract Manager shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the work, an equitable adjustment shall be made and the contract documents shall be modified by a change order. Any claim of the Contractor for adjustment hereunder shall not be allowed unless he has given the required written notice; provided that the Contract Manager may, if he determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

34. **USE AND POSSESSION PRIOR TO COMPLETION**

34.1 The Owner shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contract Manager shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Owner intends to take possession of or use. However, failure of the Contract Manager to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Owner's possession or use shall not be deemed an acceptance of any work under the contract.

34.2 While the Owner has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the work resulting directly from the Owner's possession or use. If prior possession or use by the Owner delays the progress of the work or causes additional expense to the Contractor, an adjustment shall be made in the contract price, the time of completion or both, and the contract shall be modified in writing accordingly.

35. **RECORD DRAWINGS**

35.1 Record Drawings shall be prepared by the Contractor and shall include: all information shown on the Contractors drawings and all deviations, modifications or changes from those drawings, however minor, which were incorporated in the work; all additional work not appearing on the contract drawings; and any changes made after the final inspection.

35.2 Record drawing shall be kept current and available on the job site at all times. No construction work shall be concealed until the necessary data has been recorded.

35.3 Record drawings will be jointly inspected for accuracy and completeness by the Contract Manager or his representative at, or just prior to, the Contractor submitting requests for payment. Incomplete drawings will be corrected before payment approval is recommended (Reference section 40, "Payments to Contractor").

35.4 Record drawings shall accurately show, using details, notes, etc., the following information:

- i. The project number, contract number, community name, and other relevant general information.
- ii. The location and description of any utility lines or other installations of any kind or description known to exist within the construction area. The location includes dimensions to permanent features.

- iii. The location and dimensions of any changes from the contract drawings.
- iv. Changes in design details or additional information obtained from working drawings specified to be prepared and/or furnished by the Contractor including but not limited to fabrication, erection, installation plans, and placing details, pipe sizes, insulation materials, dimensions or equipment foundations, etc.
- v. The location and description of all buried facilities installed by the Contractor including at least two ties to permanent features and bury depth of major components, fittings, appurtenances, and change of direction of pipelines.
- vi. All changes or modification which results from the final inspection.
- vii. All information as required in the technical specifications.

35.5 One copy of the Record Drawings shall be delivered to the Contract Manager with the Contractor's written request for final inspection. The Contract Manager will expedite drawings review and will provide written approval or disapproval prior to the final inspection. If the Record Drawings are disapproved, they will be returned to the Contractor for further work and re-submittal. Final payment will not occur until an approved set of drawings is received.

36. **CLEANUP AND FINISH GRADING**

36.1 The Contractor shall restore all areas disturbed by construction to a condition at least equal to that existing prior to construction. Excess construction materials, equipment, tools, waste excavation, and rubbish shall be removed. Excavated areas shall be finish graded to provide drainage as required by the drawings and technical specifications, or in the absence of specific requirements, to provide drainage away from the facilities constructed and to restore original drainage patterns in existence prior to construction and to provide drainage away from excavated areas and installed facilities.

37. **MEASUREMENT AND PAYMENT**

37.1 Completed items of work shall be measured and paid for in accordance with the requirements listed in the bid schedule and any subsequent approved change orders. Payment shall be based on the actual quantities completed and shall represent full compensation under the contract. The price paid for the completed item of work shall include full compensation for furnishing all labor, materials, (other than that furnished by the Owner), tools, equipment, and performing all work required by the provisions of the contract to furnish and install the item of work, complete in place. In all cases, the finished product shall be a complete, operational system or component. The price for the completed item of work shall also include all applicable state and local sales and other taxes.

38. **VARIATION IN ESTIMATED QUANTITIES**

38.1 If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 25% above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 125% or below 75% of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contract Manager within ten days from the beginning of the delay, or within such further period as may be granted by the Contract Manager before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Contract Manager shall ascertain the facts and make any appropriate adjustment for extending the completion date.

39. **FINAL INSPECTION**

39.1 Final inspection will be made by the Owner when the Contractor advises that all materials have been furnished, all the work has been performed, and all the construction provided for by the

contract has been completed in accordance with its terms. The Contractor shall submit a written request to the Owner at least five working days before the requested final inspection date.

- 39.2 If a re-inspection or re-test is required because of uncompleted work, the Owner may charge the Contractor for re-inspection costs.
- 39.3 The Owner will provide written acceptance when all materials, work or other requirements of the drawings, specifications and contract are furnished or completed. The written acceptance will include the date the work is determined to be complete, and until such acceptance, the Contractor will be responsible for all work performed and materials delivered.

40. **PAYMENTS TO CONTRACTOR**

- 40.1 Payment requests shall be made on a monthly interval unless otherwise designated by the Contract Manager. The Contractor will submit to the Contract Manager a partial payment request filled out and signed by the Contractor covering the work performed during the period covered by the partial payment estimate and supported by such data as the Contract Manager may reasonably require. The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored at the site on tribal trust land. If payment is requested on the basis of materials and equipment not incorporated in the work but delivered and suitably stored at the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the Contract Manager, as will establish the Owners title to the material and equipment and protect his interest therein, including applicable insurance. The Contract Manager will, within ten days after receipt of each partial payment estimate, either approve payment and present the partial payment estimate to the Owner, or return the partial payment estimate to the Contractor indicating in writing his reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate. The Owner will, within 20 days of presentation to him of an approved partial payment estimate, pay the Contractor a progress payment on the basis of the approved partial payment estimate. The Owner shall retain 10% of the amount of each payment and 2% TERO tax until final completion and acceptance of all work covered by the contract documents. The Owner at any time, however, after 50% of the work has been completed, if he finds that satisfactory progress is being made, may reduce retention to 5% on the current and remaining estimates. When the work is substantially complete (operational or beneficial occupancy), the retained amount may be further reduced below 5% to only that amount necessary to assure completion. On completion and acceptance of a part of the work on which the price is stated separately in the contract documents, payment may be made in full, including retained percentages less authorized deductions.
- 40.2 Upon completion and acceptance of the work, the Contract Manager shall issue a certificate attached to the final payment request that the work has been accepted by him under the conditions of the contract documents. Within 30 days of completion and acceptance of the work, the Owner shall pay the entire balance found to be due the Contractor including the retained percentages, but except such sums as may be lawfully retained by the Owner.
- 40.3 The Contractor will indemnify and save the Owner or the Owner's agents harmless from all claims growing out of the lawful demands of Sub-Contractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the Contract Manager's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the Contract Manager may, after having notified the Contractor, either arrange payment for unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of the contract documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor, his Surety, or any third party. In paying any

unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the contract documents by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

- 40.4 If the Owner fails to make payment 30 days after approval by the Contract Manager, in addition to other remedies available to the Contractor, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the Contractor.

41. **ASSIGNMENTS**

- 41.1 Neither the Contractor nor the Owner shall sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without written consent of the other party.

42. **GUARANTY**

- 42.1 The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one year from the date of substantial completion of the system that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the systems resulting from such defects. The Contract Manager will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The performance bond, if required, shall remain in full force and effect through the guarantee period.

43. **ACCEPTANCE OF FINAL PAYMENT AS RELEASE**

43.1 The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically accepted by the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the contract documents or the performance bond and payment bonds.

44. **CONTRACT MANAGER'S ROLE AND AUTHORITY**

44.1 The Contract Manager or his designee shall act as the Owner's representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and work performed. He shall interpret the intent of the contract documents in a fair and unbiased manner. The Contract Manager will make visits to the site and determine if the work is proceeding in accordance with the contract documents.

44.2 The Contractor will be held strictly to the intent of the contract documents in regard to the quality of materials, workmanship and execution of the work. Inspections may be made at the factory or fabrication plant of the source of material supply.

44.3 The Contract Manager will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

44.4 The Contract Manager does not have authority to obligate the Owner to change in the terms of the contract without the approval of the Owner.

45. **RESOLUTION OF DISPUTES**

45.1 All claims, disputes and other matters in question arising out of, or relating to, the contract documents or the breach thereof, except for claims which have been waived by the making and acceptance of final payment as provided by Section 43, shall be decided by alternate dispute resolution procedures. These procedures may include but are not limited to conciliation, facilitation, mediation and fact finding.

45.3 The Contractor will carry on the work and maintain the progress schedule during any dispute resolution proceedings, unless otherwise mutually agreed in writing.

46. **EQUAL EMPLOYMENT OPPORTUNITY**

46.1 During the performance of this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

46.2 The Contractor shall take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their 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.

46.3 The Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

46.4 The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, or national origin.

- 46.5 The Contractor shall send, to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the Contractor's commitment under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- 46.6 The Contractor shall comply with all provision of Executive Order No. 11246, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.
- 46.7 The Contractor shall furnish to the Contract Manager, all information required by Executive Order No. 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. Standard Form 100 (EEO - 1), or any successor form, is the prescribed form to be filed within 30 days following the award, unless filed within 12 months preceding the date of award.
- 46.8 The Contractor shall permit access to its books, records, and accounts by the Owner, Owner's representatives or the Office of Federal Contract Programs (OFCCP) for the purposes of investigation to ascertain compliance with the applicable rules, regulations, and orders.
- 46.9 If the OFCCP determines that the Contractor is not in compliance with this clause or any rules, regulations, and orders of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further contracts.
- 46.10 The Contractor shall include the terms and conditions of this section in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order No. 12246, as amended, so that such provisions will be binding upon each Sub-Contractor or vendor.
- 46.11 The Contractor shall take such action with respect to any subcontract or purchase order as the Contract Manager may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with litigation with a Sub-Contractor or vendor as a result of such direction by the Contract Manager, the Contractor may request the Owner and the United States to enter into such litigation to protect the interests of the United States.

47. **CLEAN AIR AND WATER**

- 47.1 The Contractor agrees to comply with all the requirements of section 114 of the Clean Air Act (42 U.S.C. 7414) and section 308 of the Clean Water Act (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Clean Air Act and the Clean Water Act, and all regulations and guidelines issued to implement those acts before the award of this contract.
- 47.2 The Contractor agrees that no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of the facility from the listing.
- 47.3 The Contractor agrees to use best efforts to comply with clean air standards and clean water standards at the facility in which the contract is being performed.
- 47.4 The Contractor agrees to insert the substance of this clause into any nonexempt subcontract, including this subparagraph 48.4.

48. **INDIAN PREFERENCE**

- 48.1 The Contractor agrees:

- 48.1.1 To give preference in employment opportunities under this contract to the greatest extent feasible to Indians who can perform required work, regardless of age (subject to existing laws and regulations), sex, religion, or Tribal affiliation. To the maximum extent feasible and consistent with the efficient performance of this contract, the Contractor further agrees to give preference to the greatest extent feasible in employment and training opportunities under this contract to Indians who are not fully qualified to perform regardless of age (subject to existing laws and regulations), sex, religion, or tribal affiliation.
- 48.1.2 The Contractor also agrees to give preference to Indian Organizations and Indian-owners economic enterprises in the awarding of any subcontracts to the greatest extent feasible and consistent with the efficient performance of this contract. The Contractor shall maintain statistical records as are necessary to indicate compliance with this paragraph.
- 48.2 In connection with the Indian employment preference requirements of this clause, the Contractor shall provide opportunities for on-the-job training incident to such employment that will increase the vocational effectiveness of an Indian employee.
- 48.3 If the Contractor is unable to fill its employment and training opportunities after giving full consideration to Indians as required by this clause, those needs may be satisfied by selection of persons other than Indian in accordance with applicable fair employment practices.
- 48.4 If no Indian organizations or Indian-owned economic enterprises are available under reasonable terms and conditions, including price, for awarding of subcontracts in connection with the work performed under this contract, the Contractor agrees to comply with the provisions of this contract by applying fair, competitive contracting practices.
- 48.5 As used in this clause:
- i. The term "Indian" means a person who is a member of an Indian Tribe or qualifies as a California Indian according to federal law. If the Contractor has reason to doubt that a person seeking employment preference is an Indian, the Contractor shall grant the preference but shall require the individual to provide evidence within 30 days from start of employment.
 - ii. The term "Indian Tribe" means an Indian Tribe, pueblo, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act (85 Stat. 688; 43 U.S.C. 16311) which is recognized as eligible for the special programs and services provided by the United States to Indian because of their status as Indians.
 - iii. The term "Indian Organization" means the governing body of any Indian Tribe or entity established or recognized by such governing body in accordance with the Indian Financing Act of 1974 (88 Stat. 77; 25 U.S.C. 1451); and,
 - iv. The term "Indian-owned Economic Enterprise" means any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, provided that such Indian ownership shall constitute not less than 51% of the enterprise, and that ownership shall encompass active operation and control of the enterprise.

KARUK HOTEL AND CASINO PROJECT

SISKIYOU COUNTY, CALIFORNIA



LOCATION MAP
NTS

Sheet List Table	
Sheet Number	Sheet Title
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C-1	NOTES AND SECTIONS
C-2	EXISTING CONDITIONS
C-3	OVERALL SITE PLAN
C-4	SITE PLAN - NORTH
C-4A	ENLARGED SITE PLAN
C-5	SITE PLAN - SOUTH
C-6	GRADING PLAN
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C-18	STORM PROFILES
C-19	STORM PROFILES
C-20	DETAILS
C-21	DETAILS
C-22	DETAILS
C-23	DETAILS

REVISIONS	Date	Description
CONSULTANTS		
 6400 SE Lake Rd., Suite 270 Portland, Oregon 97222 Voice (503) 652-9090 Fax (503) 652-9091		
PHASE		
CONSTRUCTION DOCUMENTS		
PROJECT NUMBER		
GWC NO. CDP 13-27		
GWA NO.		
PROJECT		
RPK DESIGNED BY NLO DRAWN BY CZ CHECKED BY		
Karuk Hotel and Casino Project Yreka, Ca		
CLIENT		
OWNER KARUK TRIBE 64236 SECOND AVENUE POST OFFICE BOX 1016 HAPPY CAMP CA 96039 TEL: (530) 493-1600 FAX: (530) 493-5322		
CIVIL ENGINEER HERB J. FRICKE, P.E. AKANA 6400 SE LAKE ROAD STE. 270 PORTLAND, OR 97222 TEL: 503-652-9090 FAX: 503-652-9091 CELL: 971-404-1622		
GEOTECHNICAL ENGINEER CGI TECHNICAL SERVICES INC. 1612 WEDDING WAY REDDING, CA 96003 JAMES A. BIANCHIN, C.E.G. TEL: (530) 244-6277 FAX: (530) 244-6276		
ARCHITECT GROUP WEST 3001 FREMONT AVE. SUITE 314 SEATTLE, WA 98103 PAUL SOLDWEDEL TEL: (206) 862-4447 FAX: (206) 862-4446 CELL: (206) 826-4531		
SURVEYOR BRAY & ASSOCIATES CIVIL ENGINEERING & LAND SURVEYING 329 W. MINER ST. YREKA, CA 96097 TEL: (530) 842-6813		
CALL 48 HOURS BEFORE YOU DIG 1-800-227-2600 OR OR ON LINE http://www.usanorth.org/		
SHEET TITLE AND NUMBER		
COVER SHEET		
C-0		
SCALE: NTS		
DATE: 1/29/16		
DRAWN: 1/29/16 BY: NLO		

SHARPS ROAD CONSTRUCTION SET 9.7.16

GENERAL CONSTRUCTION NOTES:

- ALL WORK AND MATERIALS SHALL COMPLY WITH THESE PLANS AND THE PROJECT SPECIFICATIONS.
- CONTRACTOR SHALL OBTAIN ALL NECESSARY LICENSES AND CONSTRUCTION PERMITS AND SHALL CONTACT EACH PERMITTING AGENCY AT LEAST TWO BUSINESS DAYS PRIOR TO STARTING WORK.
- THE LOCATION OF EXISTING UTILITIES SHOWN ON THE PLANS IS APPROXIMATE. ADDITIONAL UNDERGROUND UTILITIES MAY EXIST. CALL UNDERGROUND SERVICE ALERT AT 811 OR 1-800-227-2600 TWO WORKING DAYS BEFORE BEGINNING ANY TRENCHING OR EXCAVATION. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROTECT ALL EXISTING FACILITIES FROM DAMAGE DURING CONSTRUCTION.
- THE CONTRACTOR IS RESPONSIBLE FOR THE COORDINATION OF THE REMOVAL OR RELOCATION OF ANY AND ALL EXISTING UTILITIES WITH THE RESPECTIVE UTILITY COMPANY. COST OF THIS COORDINATION IS TO BE INCLUDED IN THE PRICE BID FOR THE VARIOUS IMPROVEMENTS TO COMPLETE THE PROJECT.
- ANY ALTERATION FROM THESE PLANS, EXCEPT FOR MINOR FIELD ADJUSTMENT NEEDED TO MEET EXISTING FIELD CONDITIONS, SHALL FIRST BE APPROVED BY THE ENGINEER. ANY ALTERATION OR VARIANCE FROM THESE PLANS SHALL BE DOCUMENTED ON CONSTRUCTION FIELD PRINTS AND TRANSMITTED TO THE ENGINEER.
- THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE ENGINEER OR AUTHORIZED DESIGNEE.
- THE CONTRACTOR SHALL KEEP AND MAINTAIN A CURRENT SET OF APPROVED DRAWINGS ON SITE AT ALL TIMES AND SHALL KEEP ACCURATE "AS-BUILT" RECORD COPY OF PLANS. "AS-BUILT" DRAWINGS SHALL BE PROVIDED TO OWNER AT COMPLETION OF PROJECT.
- THE CONTRACTOR IS RESPONSIBLE FOR PROTECTING ALL SURVEY MONUMENTS. ANY SURVEY MONUMENTS DISTURBED DURING THE COURSE OF CONSTRUCTION SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR AGREES THAT IT SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL APPLY CONTINUALLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE CITY OF YREKA HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE CITY.
- AN ENCROACHMENT PERMIT FROM THE CITY OF YREKA SHALL BE OBTAINED PRIOR TO THE BEGINNING OF ANY WORK OR CONSTRUCTION WITHIN THE CITY RIGHT-OF-WAY.
- ALL EXCAVATIONS SHALL BE BACKFILLED AT THE END OF EACH WORKING DAY AND ROADS OPEN TO VEHICULAR TRAFFIC UNLESS OTHERWISE APPROVED BY THE OWNER/ENGINEER.
- ALL TRAFFIC CONTROL SHALL BE PER THE "STATE OF CALIFORNIA MANUAL OF TRAFFIC CONTROLS."
- NO PORTION OF THE SITE IS LOCATED WITHIN A FLOOD ZONE SHOWN ON FEMA FLOOD INSURANCE RATE MAP (FIRM) PANEL 1559, MAP NO. 06093C1159D, EFFECTIVE DATE JANUARY 19, 2011.
- BASIS OF BEARING AND BENCHMARK BY BRAY & ASSOCIATES CIVIL ENGINEERING & LAND SURVEYING, THROUGH GROUP WEST, AND WAS NOT PROVIDED TO AKANA. TOPOGRAPHIC INFORMATION SHOWN ON PLANS PROVIDED BY BRAY & ASSOCIATES.
- PROJECT DESIGN-LEVEL GEOTECHNICAL REPORT PREPARED BY CGI TECHNICAL SERVICES, INC., DATED AUGUST 30, 2013 (CGI FILE NO. 13-2094.01). SEE COVER SHEET FOR GEOTECHNICAL ENGINEER CONTACT INFORMATION.

STREET AND STORM DRAIN NOTES:

- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THESE PLANS AND THE PROJECT SPECIFICATIONS.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO FAMILIARIZE HIMSELF WITH THE JOB SITE AND THE LOCATION OF ALL UNDERGROUND FACILITIES SHOWN OR NOT SHOWN ON THESE PLANS. THE CITY OF YREKA WILL NOT BE RESPONSIBLE FOR ANY DAMAGE TO UNDERGROUND FACILITIES.
- UTILITY CONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING COMPACTION TESTS OF ALL TRENCH BACKFILL AND STREET SUBGRADES AND SUBMITTING THEM TO THE OWNER/ENGINEER. NOTIFY THE OWNER/ENGINEER 24 HOURS PRIOR TO TEST.
- THE CONTRACTOR SHALL SATISFY HIMSELF THAT ESTIMATED QUANTITIES SHOWN ARE CORRECT BEFORE BIDDING ON ANY ITEM.
- THE CONTRACTOR SHALL MAINTAIN DUST CONTROL AT ALL TIMES.
- ALL EXISTING PAVEMENT TO BE REMOVED SHALL BE SAWCUT OR WHEELCUT AND REMOVED TO CLEAN STRAIGHT LINES.
- AT ALL LOCATIONS WHERE NEW PAVEMENT JOINS EXISTING, THE EXISTING PAVEMENT SHALL BE COATED WITH AN ASPHALTIC EMULSION.
- THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL UTILITY VALVES, BOXES AND COVERS, AND ADJUSTING OF ALL UTILITY VALVE BOXES AND COVERS TO FINISH GRADE.
- THE CONTRACTOR SHALL RESET MANHOLE RINGS TO SURROUNDING AC PAVEMENT GRADE.
- CONTRACTOR IS RESPONSIBLE FOR PROVIDING TRAFFIC CONTROL DURING CONSTRUCTION. ALL TRAFFIC CONTROL SHALL BE PER THE "STATE OF CALIFORNIA MANUAL OF TRAFFIC CONTROLS."
- ALL EXISTING UTILITY LINES ACROSS TRENCHES SHALL BE MAINTAINED IN SERVICE AND SHALL BE PROPERLY SUPPORTED.
- ALL PIPE LINES OR SUBSTRUCTURES OF ANY KIND, AND TELEPHONE POWER POLES, WATER METERS, VALVES, HYDRANTS, ETC. SHOWN OR NOT SHOWN ON THESE PLANS WITHIN THE LIMITS OF THIS PROJECT OR IN ADJACENT AREAS WHERE IMPROVEMENT WORK IS TO BE DONE SHALL BE REMOVED OR RELOCATED AS NECESSARY. SERVICE DISRUPTIONS WILL BE KEPT TO A MINIMUM AND SHALL OCCUR ONLY AFTER MINIMUM 24 HOURS NOTICE TO ALL PARTIES CONCERNED. CONTRACTOR SHALL BE RESPONSIBLE TO ENSURE THAT ALL CONSTRUCTION BE IN CONFORMANCE WITH THE REGULATION OF CAL-OSHA.

SEWER PLANS:

- ALL MATERIALS AND INSTALLATION OF SEWER FACILITIES TO BE CONSTRUCTED SHALL BE IN ACCORDANCE WITH THESE PLANS AND PROJECT SPECIFICATIONS.
- IT IS THE CONTRACTORS RESPONSIBILITY TO MAINTAIN A CURRENT AND APPROVED SET OF CONSTRUCTION PLANS ON THE JOB SITE AT ALL TIMES.
- SEPARATION OF WATER AND SEWER FACILITIES SHALL CONFORM TO THE RULES AND REGULATIONS OF THE CITY OF YREKA, THE CURRENTLY ADOPTED EDITION F THE UNIFORM PLUMBING CODE AND STATE OF CALIFORNIA DEPARTMENT OF HEALTH SERVICES.
- ALL SEWER PIPE (UNLESS OTHERWISE NOTED) SHALL BE POLYVINYL CHLORIDE (PVC) SDR 35.
- SEWER PROFILE ELEVATIONS ARE TO FLOW LINE (CONDUIT INVERT).
- PRIOR TO CONSTRUCTION OF SEWER, CONTRACTOR SHALL EXPOSE EXISTING SEWER AND VERIFY ITS EXISTING ELEVATION AND LOCATION WHEN CONNECTING TO EXISTING MANHOLE BASE OR STUB.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO SET CLEAN-OUTS TO FINISH GRADE.
- SEWER PIPE ZONE AND TRENCH BACKFILL SHALL BE PLACED IN ACCORDANCE WITH THE CITY OF YREKA'S STANDARDS (SEE DETAILS 610.00 AND 611.00).
- MANHOLES SHALL BE ADJUSTED TO GRADE AFTER PLACING SURFACE COURSE ASPHALT CONCRETE.
- ALL MATERIALS SHALL BE NEW AND UNUSED.
- SEWER LATERALS SHALL BE CONNECTED TO THE MAIN WITH WYE'S
- SEWER LINE SHALL BE TESTED PRIOR TO MAKING PERMANENT SERVICE CONNECTIONS. SEWER TEST SHALL CONFORM TO PROJECT SPECIFICATIONS.

WATER PLANS:

- MATERIAL AND INSTALLATION SHALL CONFORM TO THESE PLANS AND THE PROJECT SPECIFICATIONS.
- IT IS THE CONTRACTORS RESPONSIBILITY TO MAINTAIN A CURRENT AND APPROVED SET OF CONSTRUCTION PLANS ON THE JOB SITE AT ALL TIMES. WATER MAIN SHALL HAVE A MINIMUM OF 36" OF COVER AND 48" OF MAXIMUM COVER FROM TOP OF PIPE TO FINAL GRADE.
- HYDRO TEST AT 150 PSI MIN. FOR A 2 HR DURATION AT LOWEST POINT IN THE WATER LINE. COLIFORM BACTERIA TEST IS REQUIRED.
- METERS SHALL BE PLACED IN ACCORDANCE WITH CITY OF YREKA WATER SERVICE CONNECTION STANDARDS Y401.00 OR Y401.10. METER BOXES IN THE SIDEWALK SHALL HAVE CONCRETE LIDS.
- LOCATING WIRE AND WARNING TAPE SHALL BE INSTALLED PER CITY OF REDDING STANDARD 402.00.
- ALL MATERIALS SHALL CONFORM TO THE PROJECT SPECIFICATIONS.
- ALL VALVES INSTALLED BY THE CONTRACTOR SHALL BE ACCESSIBLE FOR OPERATION WITH COMPLETE VALVE CAN TO GRADE DIRECTLY FOLLOWING CONNECTION TO EXISTING WATER SYSTEM. SEE CITY OF REDDING STANDARD DRAWING 404.00.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADEQUATE SIZING OF THRUST BLOCKS BASED ON FIELD CONDITIONS.
- BACKFILL COMPACTION AND RESURFACING IN EXISTING STREETS SHALL CONFORM TO CITY STREET SPECIFICATIONS (SECTION 100) OR LATEST REVISION THEREOF.
- WATER METERS SHALL BE FROM THE CITY APPROVED METER LISTS.
- THRUST BLOCKS SHALL BE SIZED AND PLACED PER CITY OF REDDING STANDARD DETAIL 403.00.

LEGEND

EXISTING	
	SIGN
	WATER METER
	LUMINAIR
	FIRE HYDRANT
	SANITARY SEWER MANHOLE
	SANITARY SEWER CLEANOUT
	STORM DRAIN MANHOLE
	WATER VALVE
	UTILITY POLE
	DITCH
	EVERGREEN TREE
	DECIDUOUS TREE
	UNDERGROUND POWER
	OVERHEAD POWER
	EDGE OF PAVEMENT
	STORM DRAIN
	SANITARY SEWER
	WATER LINE
	GUY
	FENCE
	DEMOLITION
	DIRECTION OF FLOW

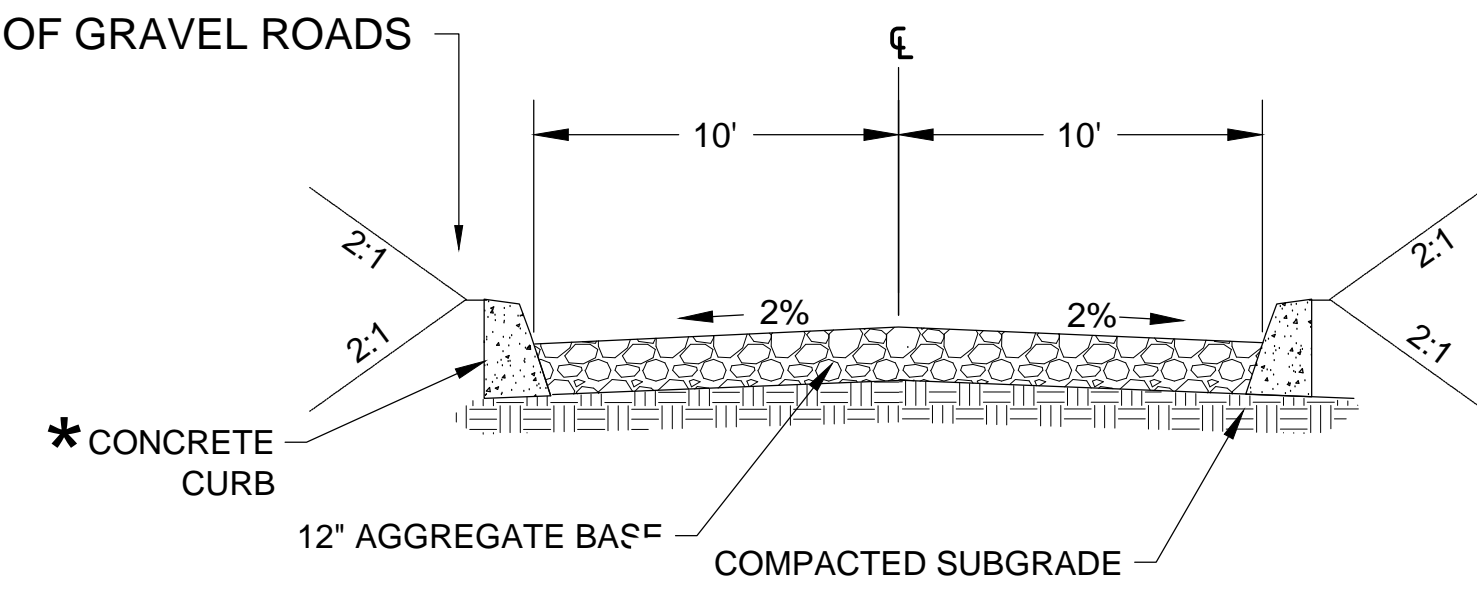
LEGEND

PROPOSED	
	SEWER MANHOLE WITH SLOTTED LID
	SANITARY MANHOLE
	SANITARY CLEANOUT
	OVERFLOW DRAIN
	STORM WATER MANHOLE
	CATCH BASIN
	SEDIMENTATION MANHOLE
	WATER METER
	FIRE HYDRANT
	WATER VALVE
	STORM WATER CLEAN OUT
	WATER LINE
	STORM DRAIN LINE
	LIMITS OF DISTURBANCE
	EROSION CONTROL FENCE
	FIRE-PROTECTION WATER LINE
	SANITARY SEWER LINE
	UNDER-DRAIN PIPE
	BIO BAG
	HANDICAP SPACE
	AGGREGATE BASE
	CONCRETE

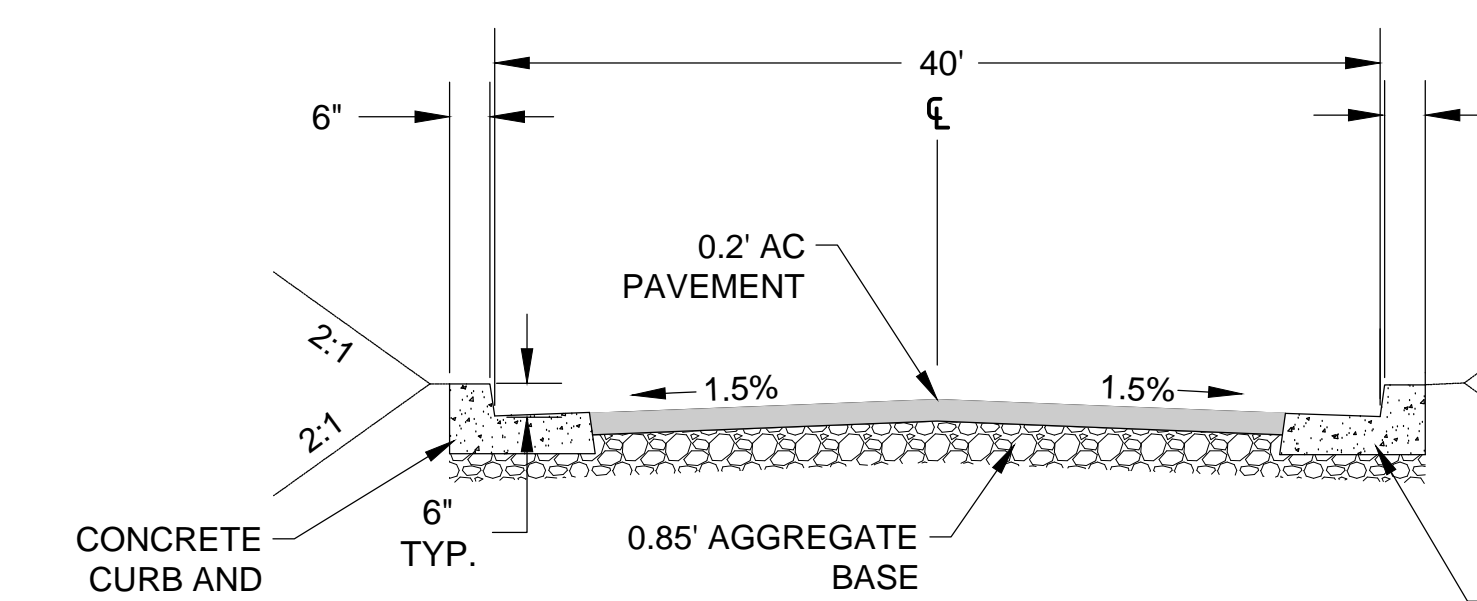
ABBREVIATIONS

AC-FT	=	ACRE-FEET	HI	=	HIGH	PVC	=	POLYVINYL CHLORIDE
APPROX	=	APPROXIMATE	I.E.	=	INVERT ELEVATION	PVI	=	POINT OF VERTICAL INTERSECTION
BIA	=	BUREAU OF INDIAN AFFAIRS	ITR	=	INDEPENDENT TECHNICAL REVIEW	R	=	RADIUS
BM	=	BENCHMARK	K	=	K VALUE	RD	=	ROAD
BTM	=	BOTTOM	L	=	LENGTH	RT	=	RIGHT
BVCS, E	=	BEGIN VERTICAL CURVE START, END	LF, LT	=	LEFT	S	=	SLOPE (%)
BW	=	BOTTOM OF WALL	MAX	=	MAXIMUM	(S)	=	SOUTH
CFS	=	CUBIC FEET PER SECOND	MH	=	MANHOLE	SAN	=	SANITARY
CH	=	CHORD	MIN	=	MINIMUM	SD	=	STORM DRAIN
CL	=	CENTERLINE	MJ	=	MECHANICAL JOINT	SDMH	=	STORM DRAIN MANHOLE
CMP	=	CORRUGATED METAL PIPE	(N)	=	NORTH OR NORTHING	SPY	=	SPILLWAY
CO	=	CLEAN OUT	NAD	=	NORTH AMERICAN DATUM	SSMH	=	SANITARY SEWER MANHOLE
CONC	=	CONCRETE	NAVD	=	NORTH AMERICAN VERTICAL DATUM	STA	=	STATION
DCVA	=	DOUBLE CHECK VALVE ASSEMBLY	NTS	=	NOT TO SCALE	STM	=	STORM
DIA, DI	=	DIAMETER	NWS	=	NORMAL WATER SURFACE	SQ	=	SQUARE
DWG	=	DRAWING	OC	=	ON CENTER	T	=	TANGENT
(E)	=	EAST OR EASTING	OD	=	OUTSIDE DIAMETER	TW	=	TOP OF WALL
ELEV, EL	=	ELEVATION	OW	=	OUTLET WORKS	TYP	=	TYPICAL
EP	=	EDGE OF PAVEMENT	OWC	=	OUTLET WORKS CONDUIT	UNO	=	UNLESS NOTED OTHERWISE
EVCE	=	END VERTICAL CURVE ENDING	OWCP	=	OUTLET WORKS CONTROL POINT	USBR	=	UNITED STATES BUREAU OF RECLAMATION
EW	=	EACH WAY	PC	=	POINT OF CURVE	USGS	=	UNITED STATES GEOLOGICAL SURVEY
EWS	=	EARLY WARNING SYSTEM	PCC	=	POINT OF COMPOUND CURVE	VERT	=	VERTICAL
EXIST, EXIST+	=	EXISTING	PI	=	POINT OF INTERSECTION	(W)	=	WEST
FDC	=	FIRE DEPARTMENT CONNECTION	PMF	=	PROBABLE MAXIMUM FLOOD	WL	=	WATER LEVEL
FF	=	FINISH FLOOR	PP	=	POWER POLE	WAT, WTR	=	WATER
FG	=	FINISH GRADE	PRC	=	POINT OF REVERSING CURVE	Δ	=	DELTA
FT	=	FEET OR FOOT	PSV	=	PRESSURE SUSTAINING VALVE			
GR	=	GRADE	PT	=	POINT OF TANGENT			

SEE SHT C-15 FOR SHOULDER WIDTH OF GRAVEL ROADS

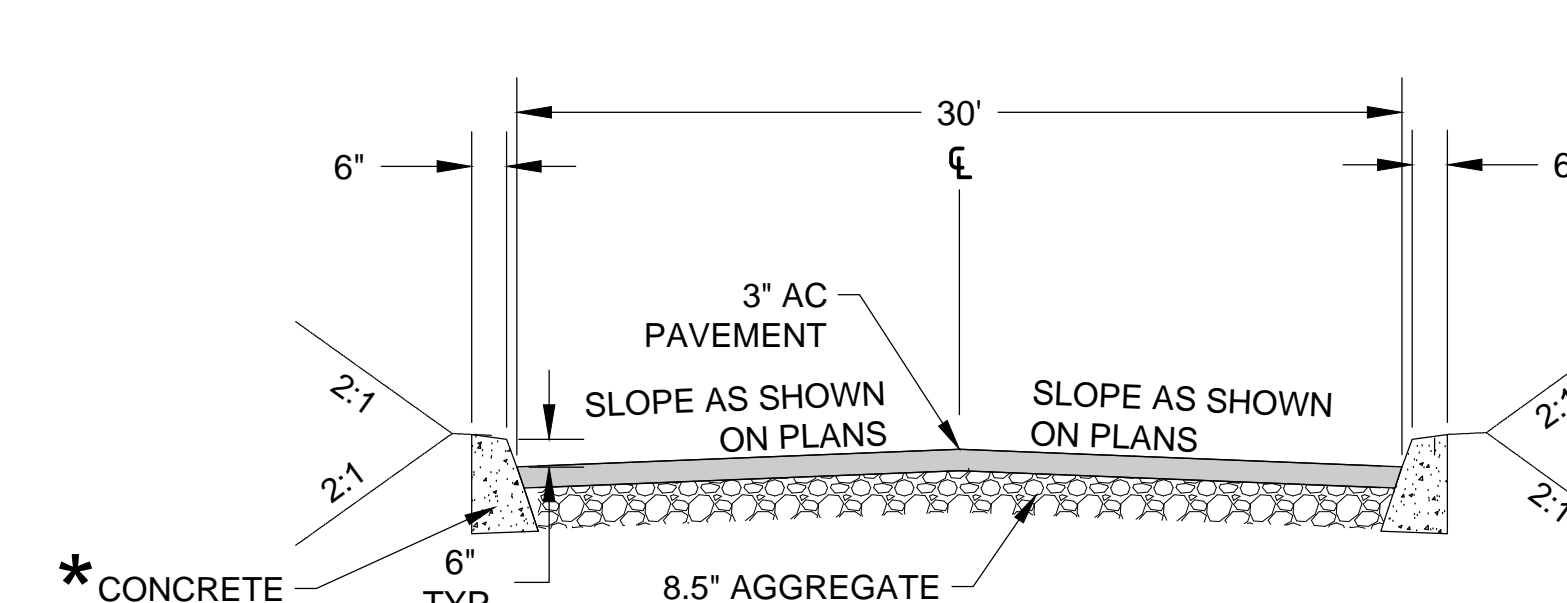


1 TYPICAL GRAVEL ROAD SECTION (PRIVATE) NTS

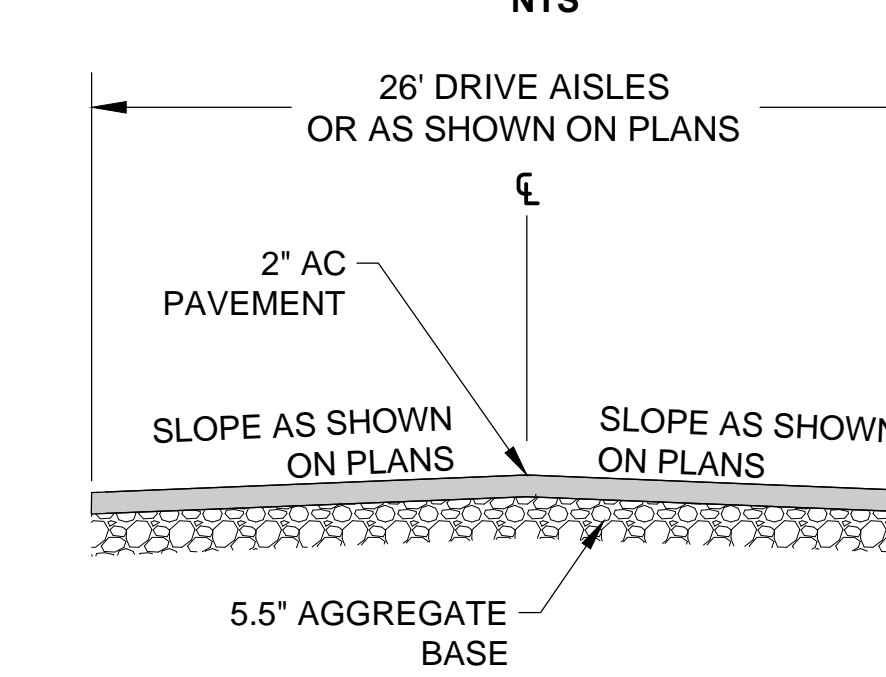


3 PUBLIC PORTION OF SHARPS ROAD TYPICAL STREET SECTION (PUBLIC) NTS

- NOTES:
- COMPLY WITH CITY OF REDDING TYPICAL STREET CROSS SECTION DETAIL 111.00
 - SHOWN FOR REFERENCE ONLY AT MATCH TO FUTURE PUBLIC PORTION OF SHARPS ROAD SHOWN ON SEPARATE PLANS.

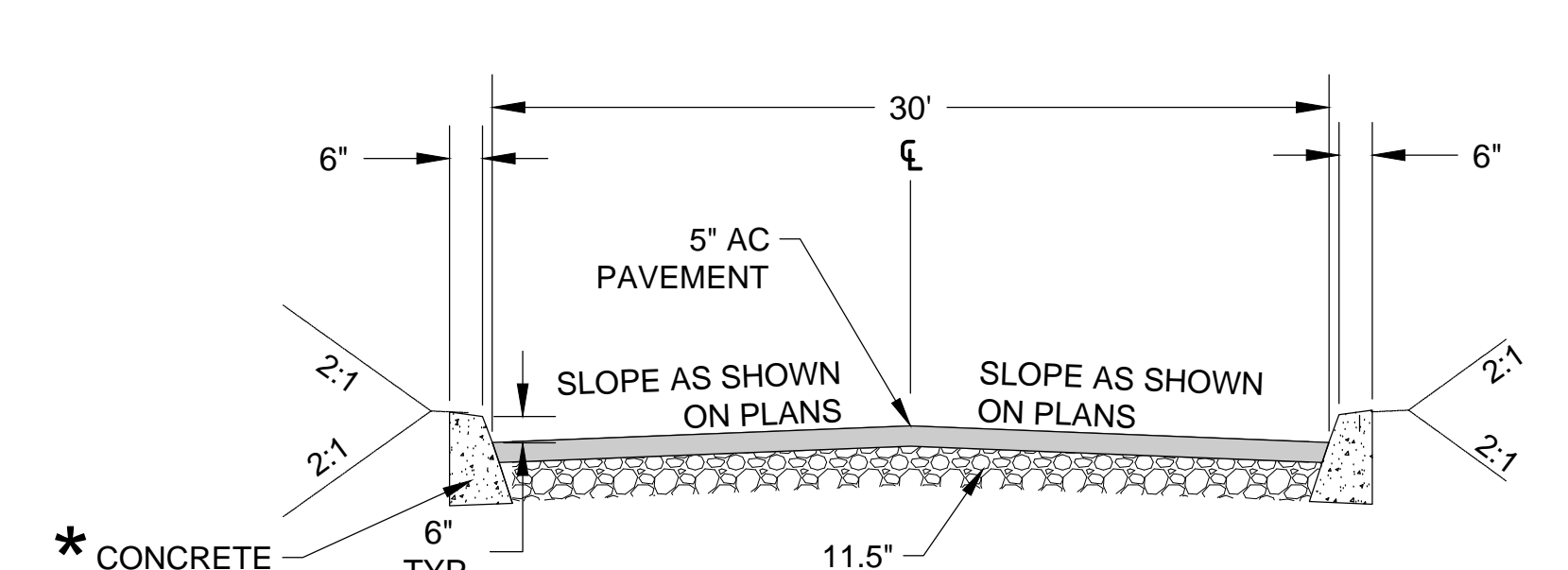


2 MEDIUM ASPHALT PAVING TYPICAL STREET SECTION (PRIVATE) NTS



4 LIGHT ASPHALT PAVING TYPICAL PARKING SECTION (PRIVATE) NTS

* STANDARD CONCRETE VERTICAL CURB PER DETAIL SHEET C-23



5 HEAVY ASPHALT PAVING TYPICAL STREET SECTION (PRIVATE) NTS

NOTES:
SEE C-9 FOR TRANSITION TO MATCH PUBLIC PORTION OF SHARPS ROAD.

ALTHOUGH CITY OF YREKA DETAILS ARE SHOWN, THESE IMPROVEMENTS ARE PRIVATE IMPROVEMENTS NOT SUBJECT TO CITY OF YREKA REVIEW AND APPROVAL.

REVISIONS		
Δ	Date	Description

CONSULTANTS	
	AKANA
6403 SE Lake Rd., Suite 270 Portland, Oregon 97222 Voice (503) 652-9090 Fax (503) 652-9091	

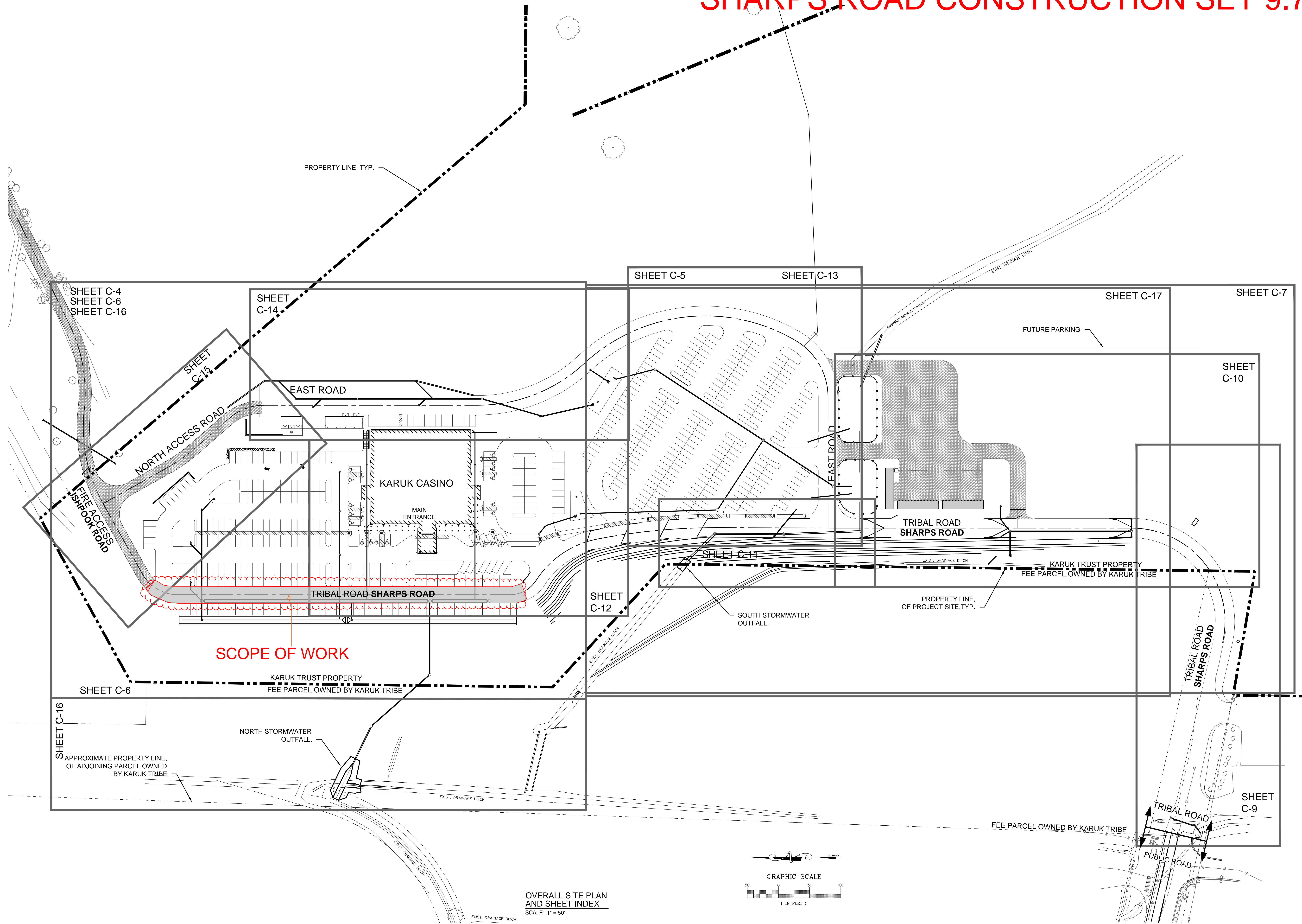
PHASE	
CONSTRUCTION DOCUMENTS	PROJECT NUMBER
GWC NO. CDP 13-27	GWA NO.
PROJECT	PROJECT
RPK	DESIGNED BY
NLO	DRAWN BY
CZ	CHECKED BY

CLIENT	
Karuk Hotel and Casino Project	
Yreka, Ca	

GROUP WEST	
5209 LAKE WASHINGTON BLVD NE SUITE 200 KIRKLAND, WA 98033 PHONE: (425) 892-8805 FAX: (425) 892-8899	

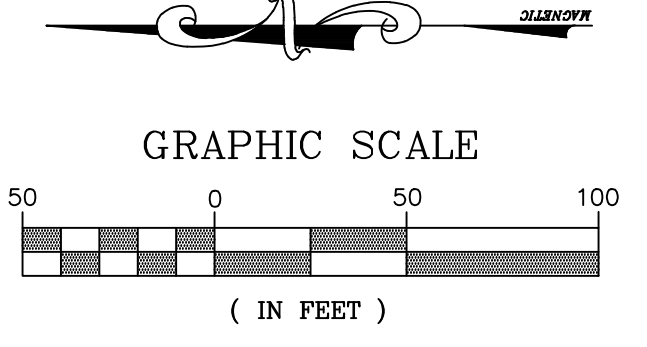
SHEET TITLE AND NUMBER	
NOTES AND SECTIONS	C-1
SCALE	NTS
DATE	1/29/16
PERMITTED	1506096300131.PEM

SHARPS ROAD CONSTRUCTION SET 9.7.16



SCOPE OF WORK

OVERALL SITE PLAN AND SHEET INDEX
SCALE: 1" = 50'



NOTE:
DELIVER ALL MATERIALS TO THE TRUST PARCEL. COORDINATE ALL DELIVERIES WITH PROJECT SUPERINTENDENT.

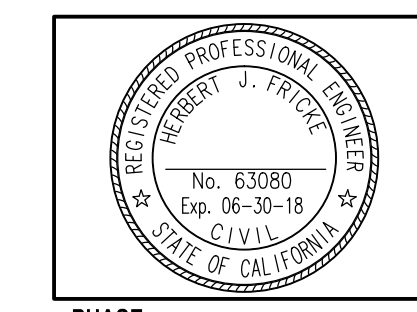
REVISIONS	
No.	Date Description
CONSULTANTS	
 6403 SE Lake Rd., Suite 270 Portland, Oregon 97222 Voice (503) 652-9090 Fax (503) 652-9091	
PHASE	
CONSTRUCTION DOCUMENTS	
PROJECT NUMBER	
GWC NO. CDP 13-27	
GWA NO.	
PROJECT	
RPK DESIGNED BY NLO DRAWN BY CZ CHECKED BY	
CLIENT 	
SHEET TITLE AND NUMBER OVERALL SITE PLAN C-3	
SCALE: 1"=50' DATE: 1/29/16 PLOTTED: 10/26/16 10:51:11 AM	

Karuk Hotel and Casino Project
 Yreka, Ca

SHARPS ROAD CONSTRUCTION SET 9.7.16

REVISIONS	Date	Description

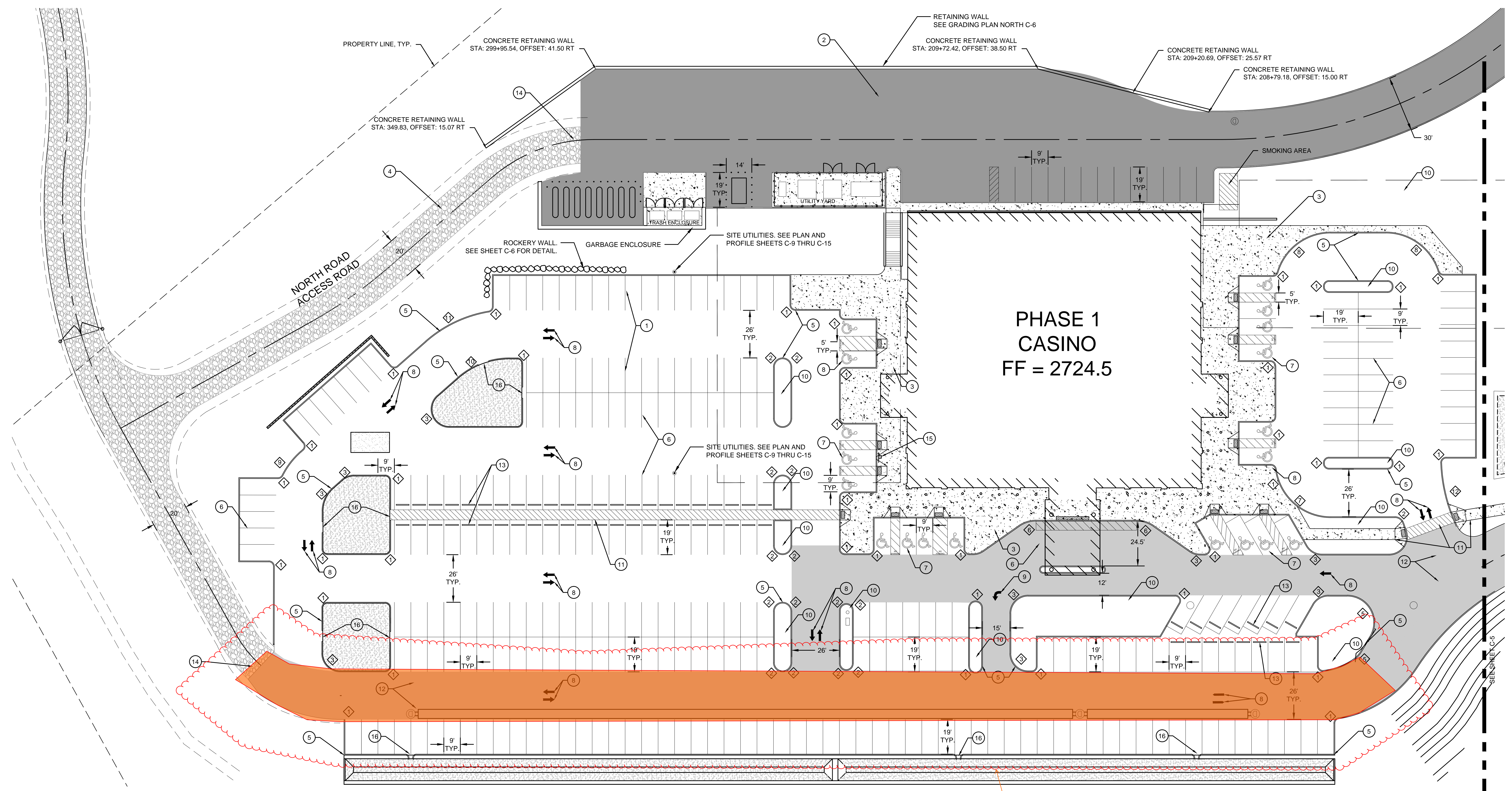
AKANA
 6403 SE Lake Rd., Suite 270
 Portland, Oregon 97222
 Voice (503) 652-9090
 Fax (503) 652-9091



PHASE
 CONSTRUCTION DOCUMENTS
PROJECT NUMBER
 GWC NO. CDP 13-27
 GWA NO.

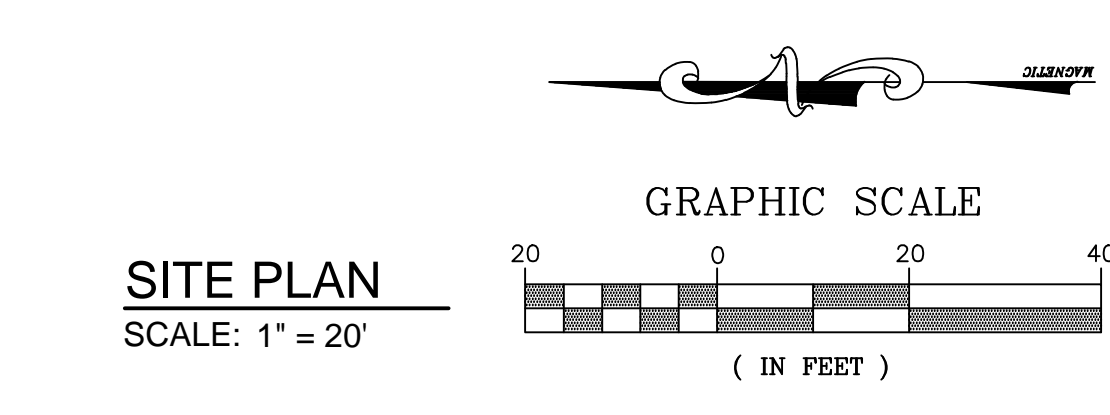
PROJECT
 RPK
 DESIGNED BY
 NLO
 DRAWN BY
 CZ
 CHECKED BY

Karuk Hotel and Casino Project
 Yreka, Ca



- KEYNOTES:**
- 1 CONSTRUCT LIGHT ASPHALT PAVING SECTION (4 C-1)
 - 2 HEAVY ASPHALT PAVING SECTION (5 C-1)
 - 3 CONSTRUCT CONCRETE SIDEWALK SEE SHEET C-23
 - 4 CONSTRUCT GRAVEL PAVING SECTION (1 C-1)
 - 5 CONSTRUCT CONCRETE VERTICAL CURB
 - 6 PLACE 4" WHITE PAINTED PARKING STRIPE
 - 7 PLACE AND INSTALL ACCESSIBLE PARKING STALL MARKINGS AND SIGNAGE SEE SHEET C-23
 - 8 PLACE TYPE I DIRECTIONAL THERMOPLASTIC ARROW (10' LONG PER CALTRANS A24A)
 - 9 PLACE TYPE IV DIRECTIONAL THERMOPLASTIC ARROW (LEFT, PER CALTRANS A24A)
 - 10 PLACE 12" TOPSOIL
 - 11 PLACE WHITE PAINTED PEDESTRIAN WALKWAY, SEE DETAIL SHEET C-23
 - 12 MEDIUM ASPHALT PAVING SECTION (2 C-1)
 - 13 PLACE AND INSTALL PARKING WHEEL STOP
 - 14 ACCESS CONTROL GATE
 - 15 INSTALL ADA PARKING SIGN ON EDGE OF SIDEWALK, AND FRONT OF PAINTED WHEEL CHAIR SYMBOL. TYPICAL ALL ADA PARKING STALLS. SEE BARRIER FREE PARKING SIGN DETAIL SHEET C-23.
 - 16 CONSTRUCT CURB OPENING (TYP). SEE SHEET C-22 FOR DETAILS.

TOTAL PARKING (THIS SHEET)
 CONVENTIONAL SPACES: 297
 ACCESSIBLE SPACES: 19
TOTAL 316



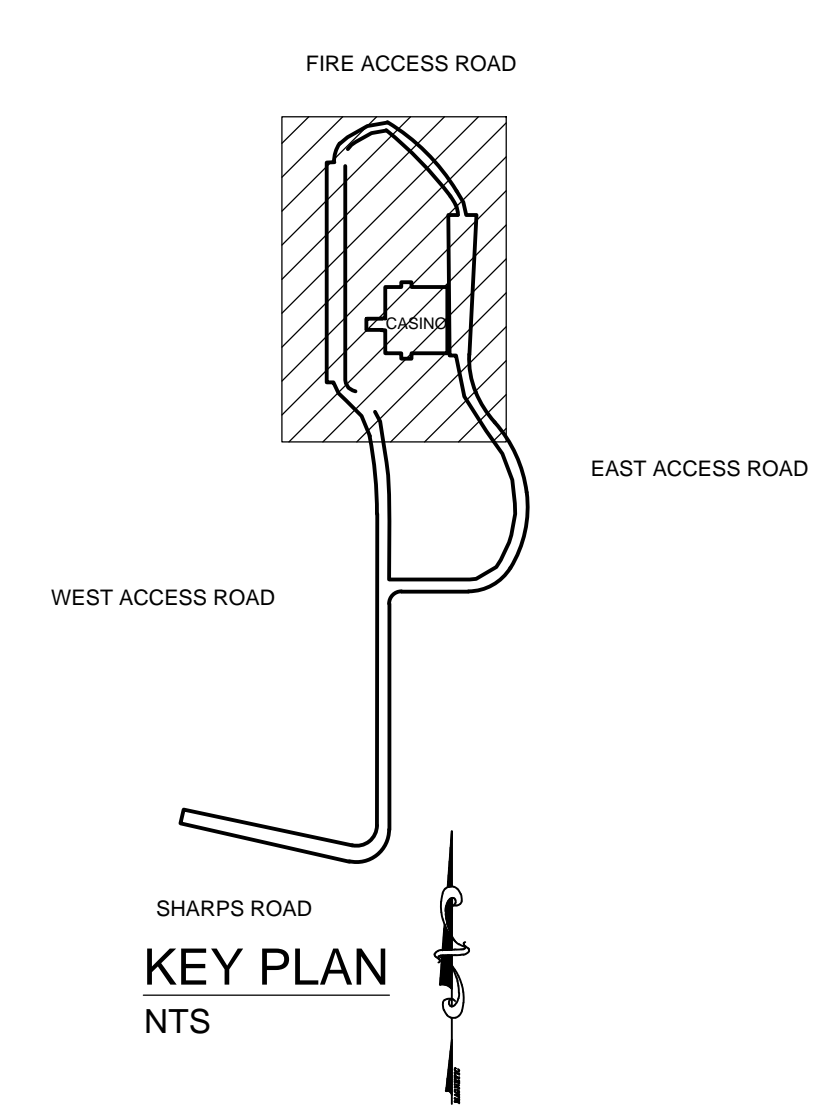
SCOPE OF WORK

CURVE INFORMATION:

◆ R = 3'	◆ R = 27'
◆ R = 5'	◆ R = 30'
◆ R = 10'	◆ R = 38'
◆ R = 12'	◆ R = 43'
◆ R = 15'	◆ R = 69'
◆ R = 16'	◆ R = 87'

	LIGHT ASPHALT PAVING SECTION (4 C-1)
	MEDIUM ASPHALT PAVING SECTION (2 C-1)
	HEAVY ASPHALT PAVING SECTION (5 C-1)
	PEDESTRIAN CONCRETE PAVING
	GRAVEL PAVING SECTION (1 C-1)
	RAINGARDEN SEE STORM DRAIN PLAN

NOTE:
 ALTHOUGH CITY OF YREKA DETAILS ARE SHOWN. THESE IMPROVEMENTS ARE PRIVATE IMPROVEMENTS NOT SUBJECT TO CITY OF YREKA REVIEW AND APPROVAL.



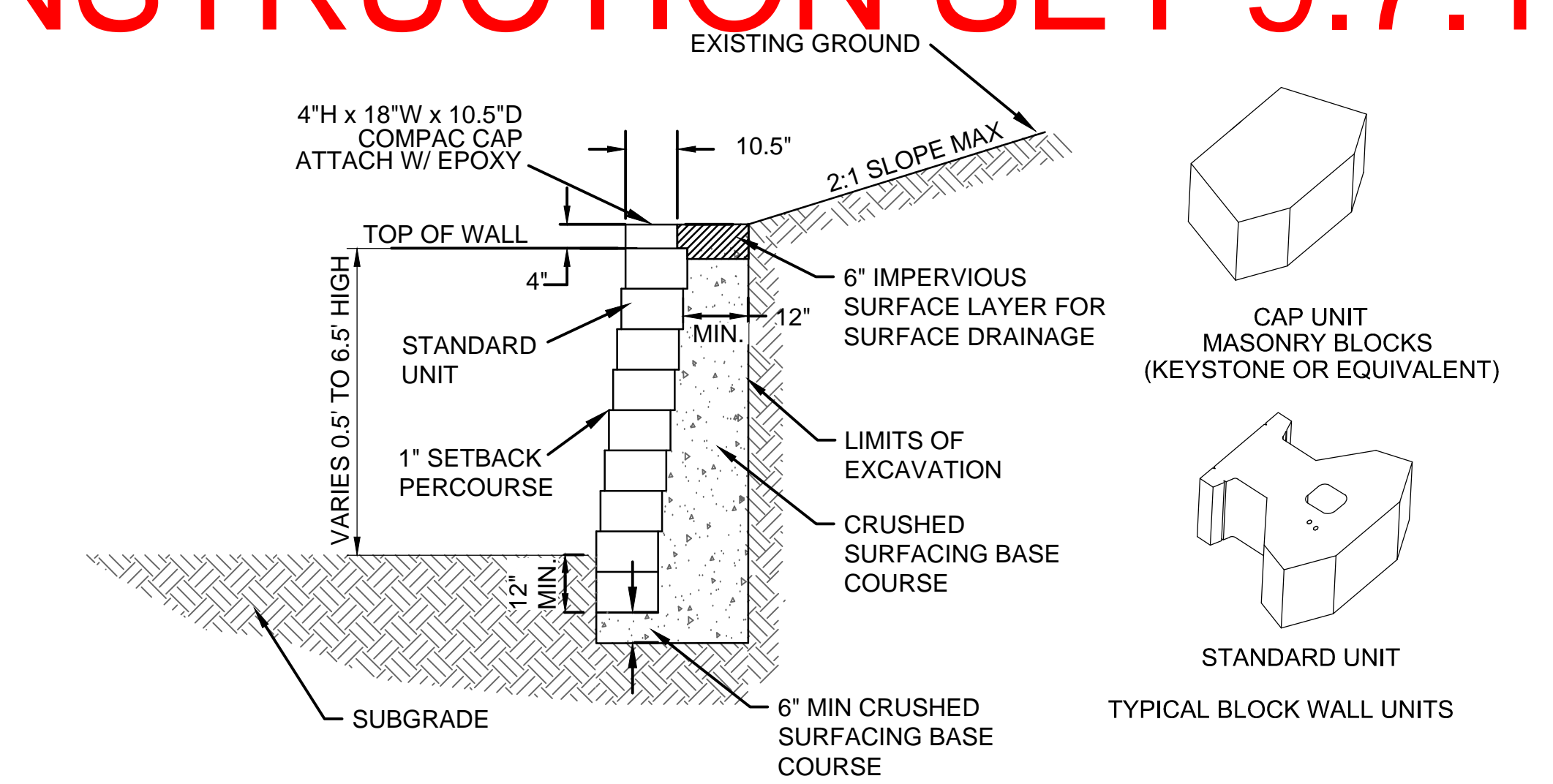
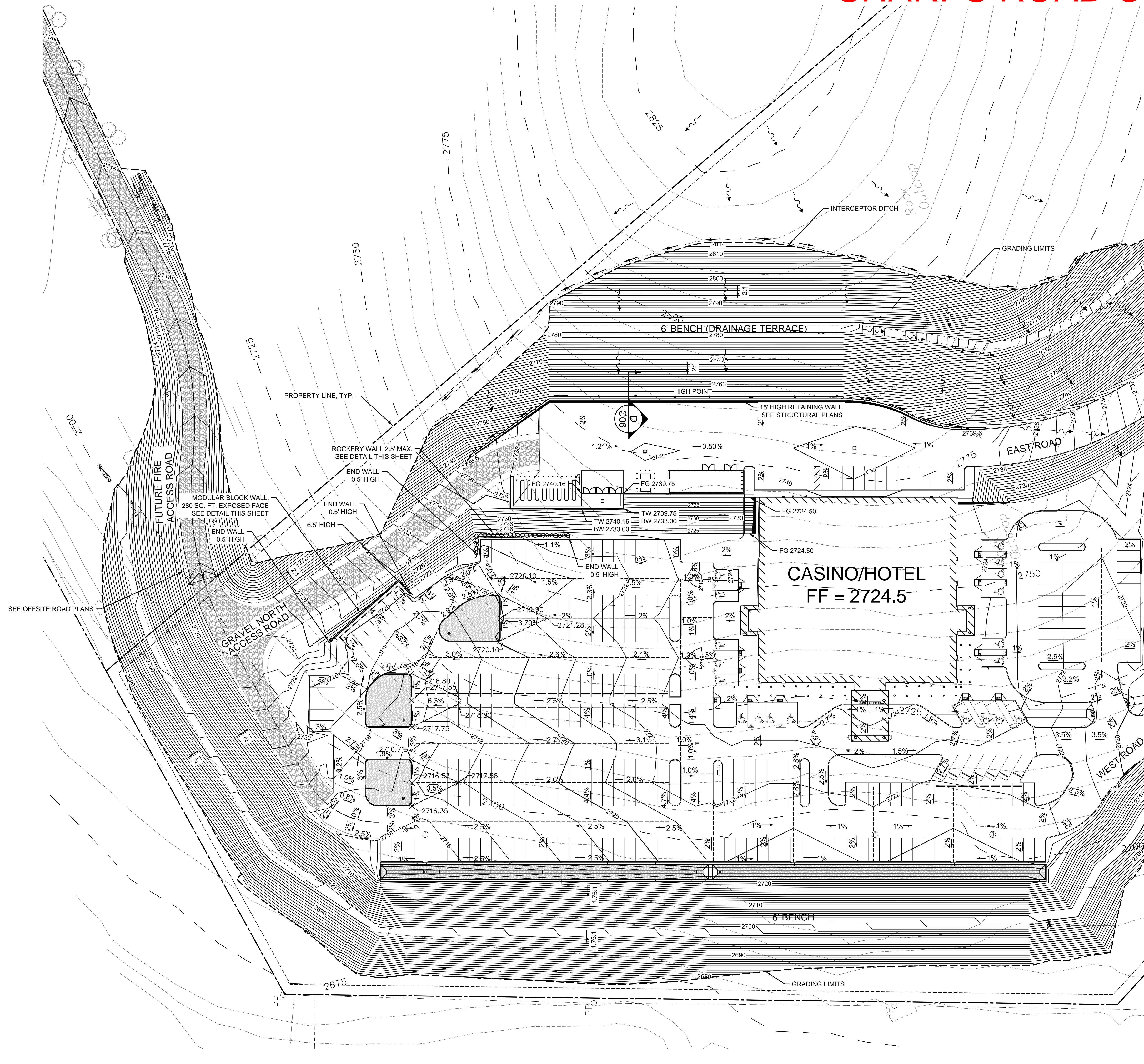
5209 LAKE WASHINGTON BLVD NE
 SUITE 200
 KIRKLAND, WA 98033
 PHONE: (425) 893-8805
 FAX: (425) 893-8899

SHEET TITLE AND NUMBER
 SITE PLAN - NORTH
C-4

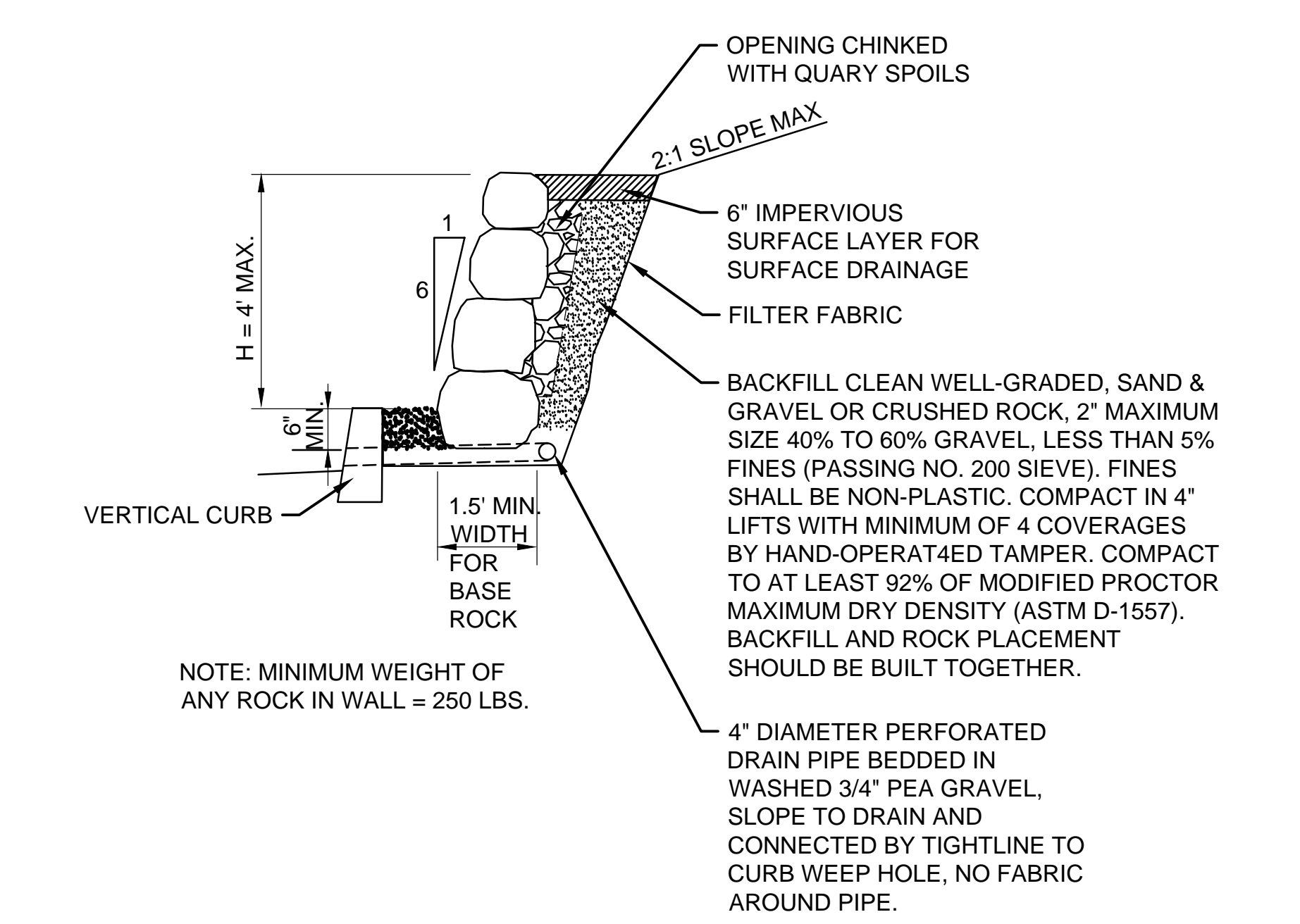
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DATE: 1/29/16
 PLOTED: 1/29/16 10:11 AM

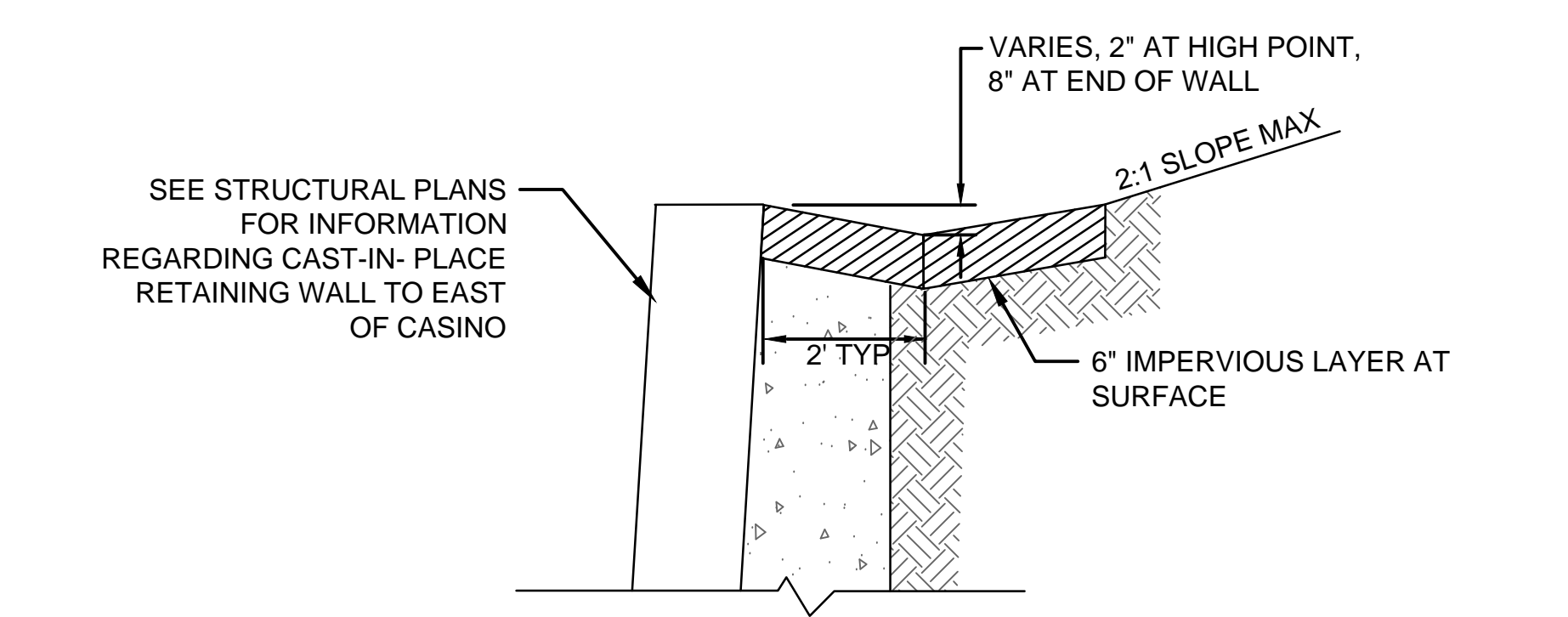
SHARPS ROAD CONSTRUCTION SET 9.7.16



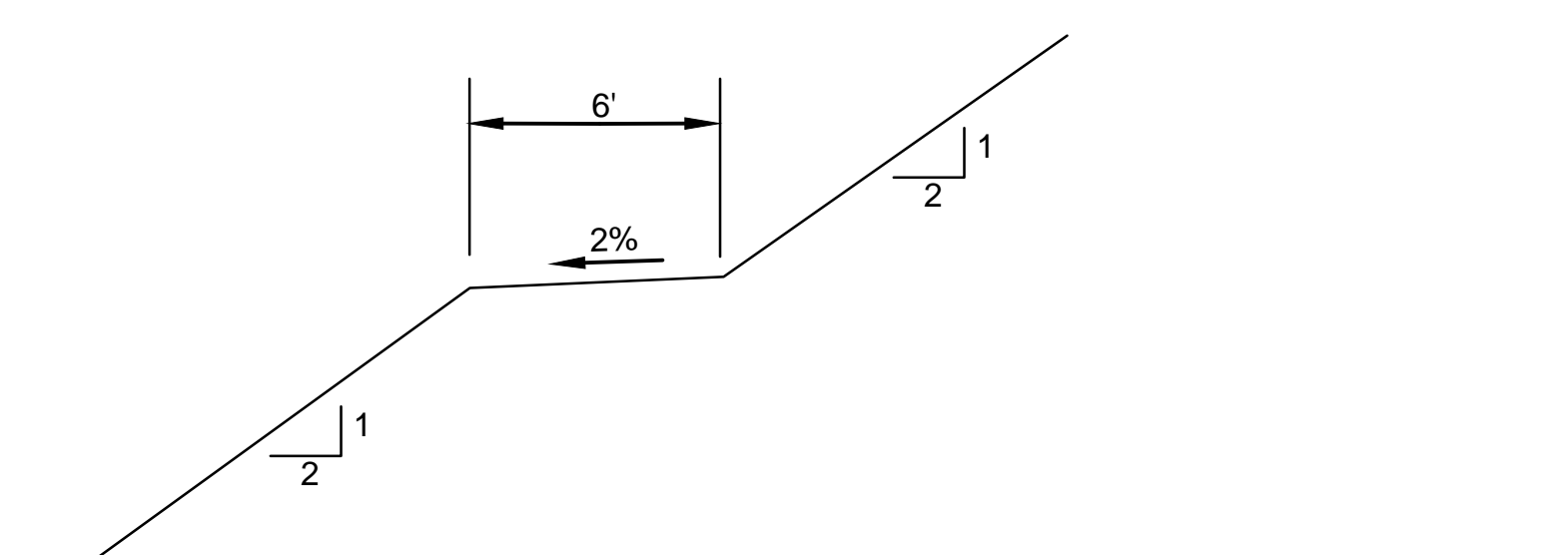
TYPICAL MODULAR BLOCK WALL W/O GEOGRID
SCALE: NTS



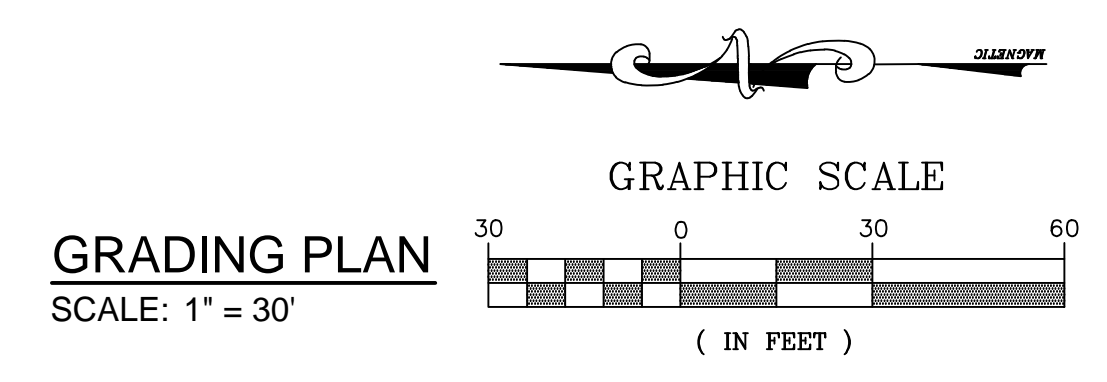
TYPICAL ROCKERY WALL
SCALE: NTS



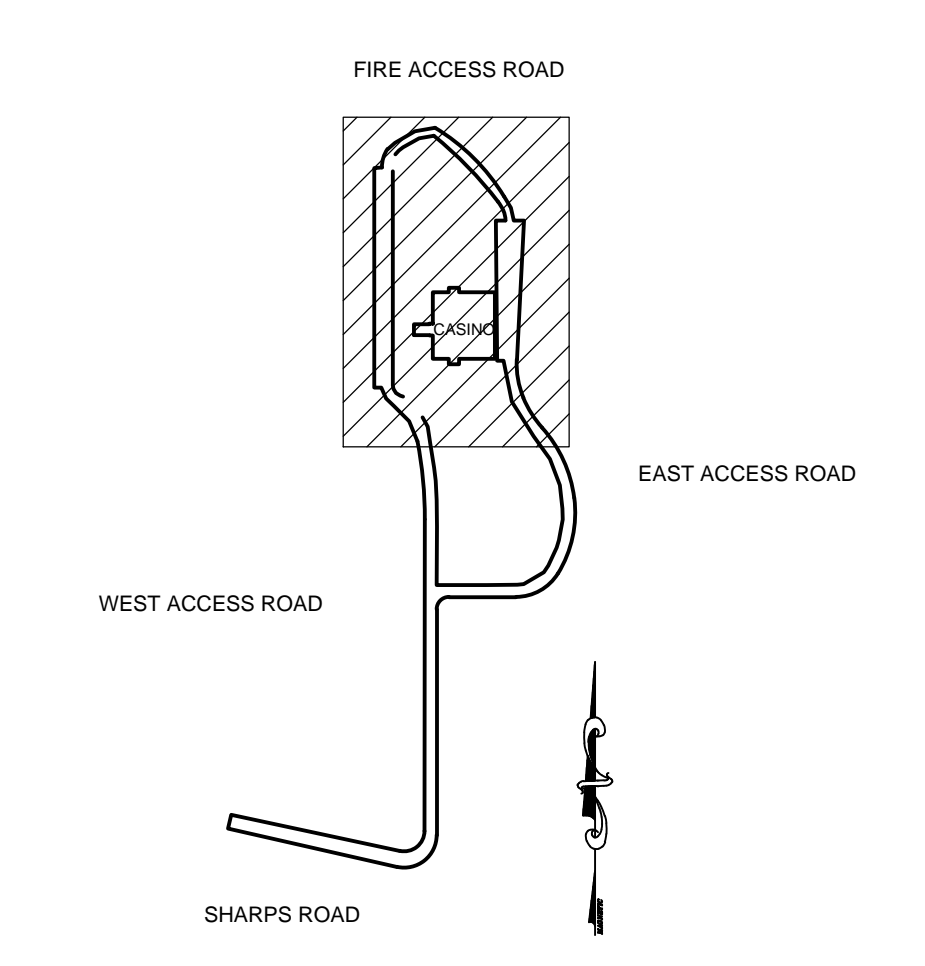
SECTION D-D
SCALE: NTS



DRAINAGE TERRACE CROSS-SECTION
SCALE: NTS



NOTE:
COMPLY WITH SITE STORMWATER POLLUTION
PREVENTION PLAN, PREPARED BY ENPLAN
GROUP, INC.



KEY PLAN
NTS

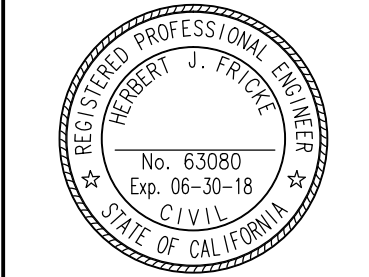
REVISIONS	
NO.	Date Description
CONSULTANTS	
6403 SE Lake Rd., Suite 270 Portland, Oregon 97222 Voice (503) 652-9090 Fax (503) 652-9091	
PHASE	
CONSTRUCTION DOCUMENTS	
PROJECT NUMBER	
GWC NO. CDP 13-27	
GWA NO.	
PROJECT	
RPK DESIGNED BY NLO DRAWN BY CZ CHECKED BY	
CLIENT	
5209 LAKE WASHINGTON BLVD NE SUITE 200 KIRKLAND, WA 98033 PHONE: (425) 893-8805 FAX: (425) 893-8899	
SHEET TITLE AND NUMBER	
GRADING PLAN	
C-6	
SCALE: 1" = 30"	
DATE: 1/29/16	
PERMIT COMMERCIAL WSP08155-641932816 NOTED: 1/29/16 10:11 AM	

Karuk Hotel and Casino Project
 Yreka, Ca

SHARPS ROAD CONSTRUCTION SET 9.7.16

NO.	Date	Description
1	7/26/16	RFP 003

CONSULTANTS
AKANA
 6400 SE Lake Rd., Suite 270
 Portland, Oregon 97222
 Voice (503) 652-9090
 Fax (503) 652-9091

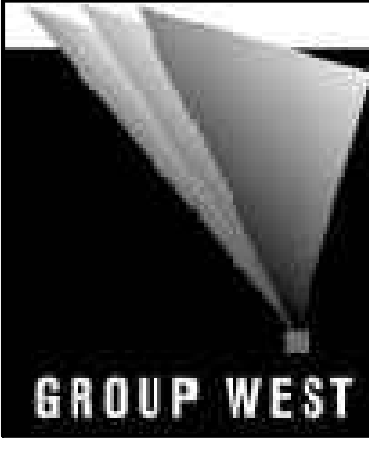
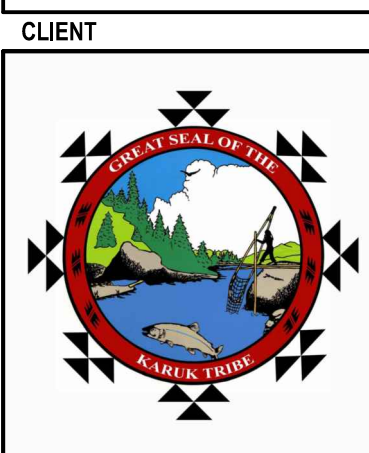


PHASE
CONSTRUCTION DOCUMENTS

PROJECT NUMBER
 GWC NO. CDP 13-27
 GWC NO.

PROJECT
 RPK
 DESIGNED BY
 NLO
 DRAWN BY
 CE
 CHECKED BY

Karuk Hotel and Casino Project
 Yreka, Ca



3209 LAKE WASHINGTON
 BLVD NE
 SUITE 200
 KIRKLAND, WA 98033
 PHONE: (425) 893-9805
 FAX: (425) 828-6899

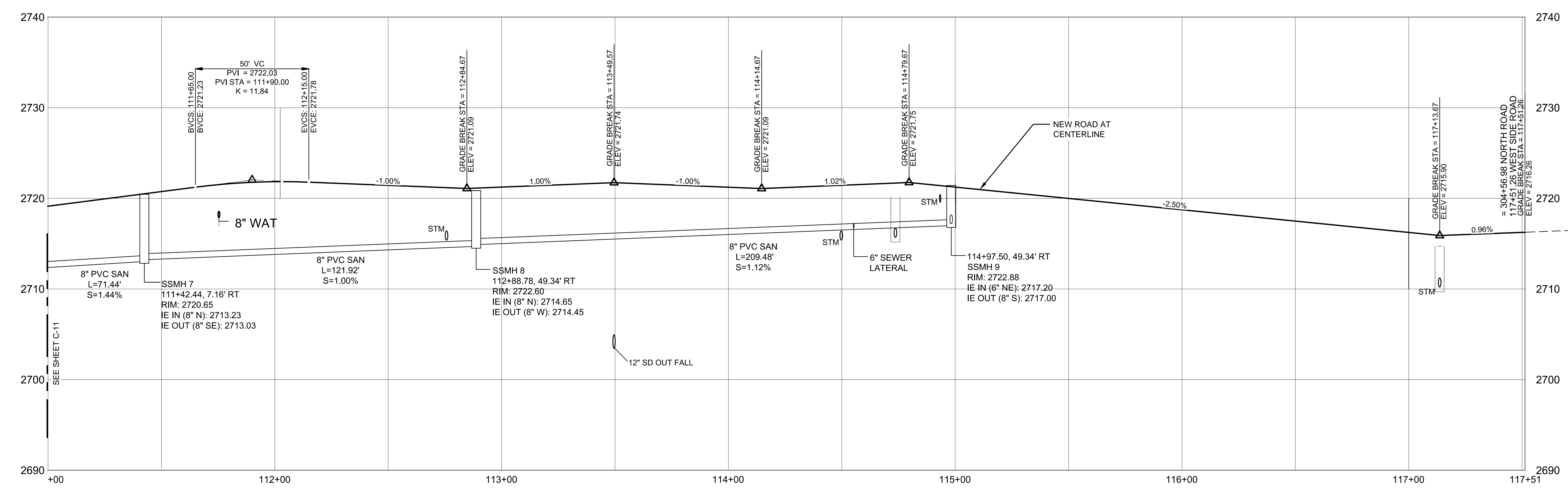
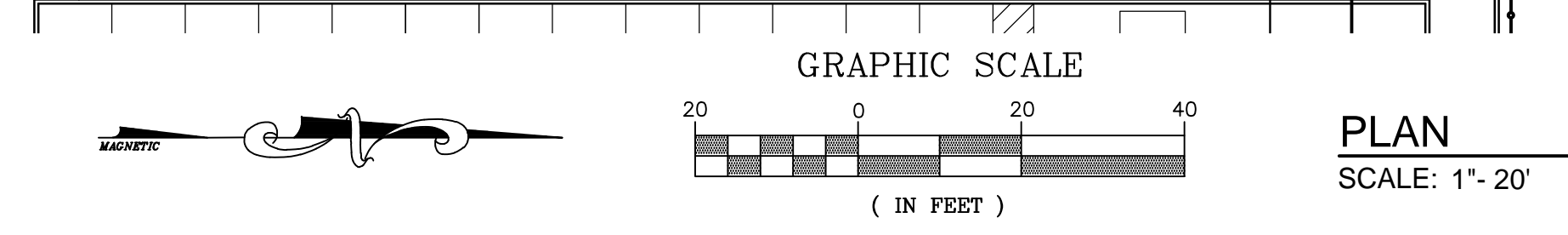
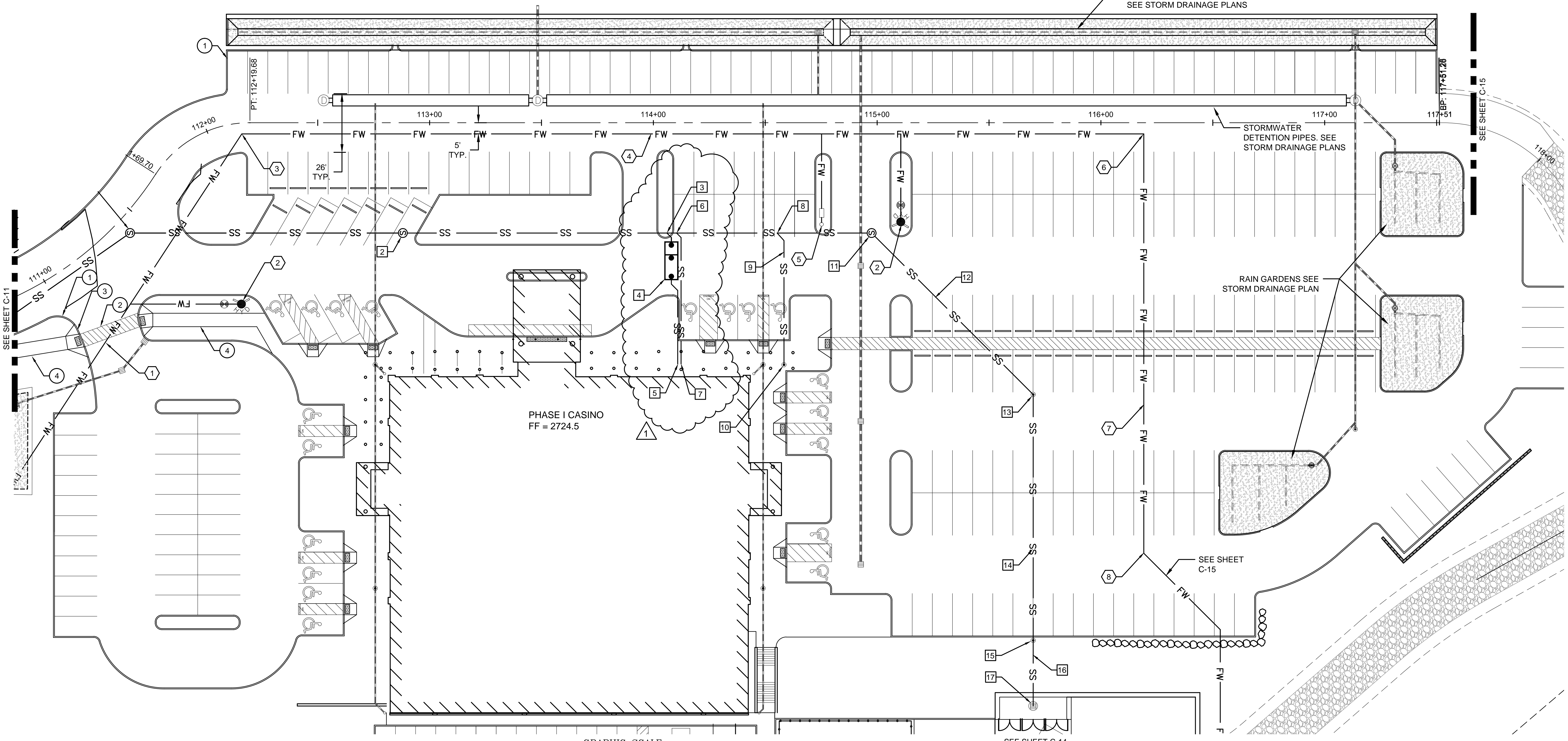
SHEET TITLE AND NUMBER
 PLAN & PROFILE
 WEST RD - NORTH

C-12
 SCALE: 1" = 20'

DATE: 10/29/16
PLOTTED: 10/29/16 10:31:11 AM

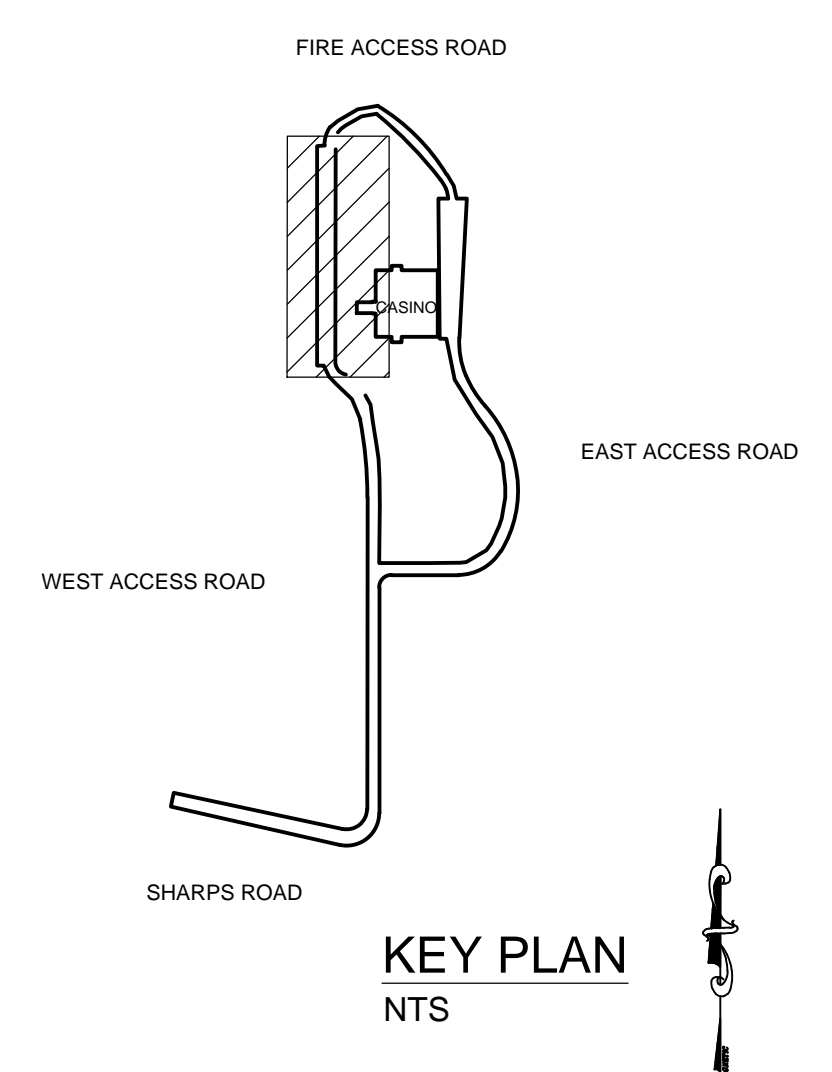
- KEYNOTES:**
- ROAD**
- CONSTRUCT CONCRETE CURB PER CITY OF REDDING DETAIL 134.00
 - PLACE 6" WIDE WHITE PAINTED PEDESTRIAN WALKWAY
 - CONSTRUCT MODIFIED CURB RAMP
 - CONSTRUCT 6" WIDE CONCRETE SIDEWALK SEE SHEET C-23
- SEE SITE PLAN FOR CURB, DRIVE AISLE AND PARKING STALL DIMENSIONS IN PARKING LOTS
- FIRE**
- INSTALL 286 LF 6" PVC C-900 FIRE MAIN, INCLUDING ALL FITTINGS, APPURTENANCES AND THRUST BLOCKS
 - INSTALL FIRE HYDRANT ASSEMBLY PER CITY OF REDDING DETAIL 421.00
 - 112+28.03, 5.00' RF
6" MJ 45° BEND
 - INSTALL 403 LF 6" PVC C-900 FIRE MAIN, INCLUDING ALL FITTINGS, APPURTENANCES AND THRUST BLOCKS
 - INSTALL 6" REDUCED PRESSURE PRINCIPLE BACKFLOW DEVICE PER CITY OF REDDING DETAIL 431.00. PROVIDE FDC AT DEVICE PER DETAIL.
 - 116+19.17 5.00' RT
6" MJ 90° BEND
 - INSTALL 188 LF 6" PVC C-900 FIRE MAIN, INCLUDING ALL FITTINGS, APPURTENANCES AND THRUST BLOCKS
 - 6" MJ 45° BEND

- SEWER**
- 111+42.44, 7.16' RT
SSMH 7
 - 111+41.31, 7.40' RT
SSMH 8
 - 8" x 6" PVC WYE
8" IE: 2718.97
6" IE: 2719.05
W/ 4.83 LF 6" PVC AT 2% SLOPE
 - 114+08.04, 53.33' RT (AT OUTLET)
OIL/GREASE INTERCEPTOR
RIM: 2723.83 (MATCH SURROUNDING PAVEMENT)
IE OUT (6" W): 2719.15
IE IN (6" E): 2719.40
 - INSTALL 37.7 LF 6" PVC SAN AT 2% SLOPE. IE 6": 2720.15 AT 5' FROM BUILDING. SEE PLUMBING PLANS FOR CONTINUATION INTO BUILDING.
 - 8" x 6" PVC WYE
8" IE: 2719.02
6" IE: 2719.10
 - INSTALL 59.3 LF 6" PVC SAN AT 2% SLOPE. IE 6": 2720.30 AT 5' FROM BUILDING. SEE PLUMBING PLANS FOR CONTINUATION INTO BUILDING.
 - 8" x 6" PVC WYE
8" IE: 2719.58
6" IE: 2719.66
 - 6" PVC SAN
L= 60.11 LF
S= 2% MIN.
 - INSTALL 6" SANITARY SEWER CLEANOUT WITH METAL COVER MARKED "SEWER" FOR FUTURE BUILDING EXPANSION. SET COVER TO MATCH FINISHED GRADE OF SURROUNDING SIDEWALK.
 - 114+97.51, 49.32' RT
SSMH 8
 - 6" PVC SAN
L= 102.13 LF
S= 1.42%
 - 115+69.73, 121.55' RT
CLEANOUT
RIM: 2721.65
IE: 2718.65
 - 6" PVC SAN
L= 109.95
S= 1.05%
 - SEWER CLEANOUT
RIM: 2722.75
IE: 2719.80
 - 6" PVC SAN
L= 29.34
S= 31.42% - INSTALL 2 SLOPE ANCHORS PER DETAIL, SHEET C-19. COORDINATE WITH RETAINING WALL INSTALLATION
 - SEWER MANHOLE WITH SLOTTED LID
RIM: 2739.90
IE OUT (W): 2729.00



PROFILE
 SCALE: 1" = 20'

NOTE:
 ALTHOUGH CITY OF YREKA DETAILS ARE SHOWN, THESE IMPROVEMENTS ARE PRIVATE IMPROVEMENTS NOT SUBJECT TO CITY OF YREKA REVIEW AND APPROVAL.

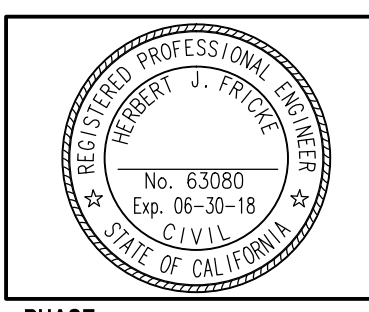


KEY PLAN
 NTS

SHARPS ROAD CONSTRUCTION SET 9.7.16

REV	DATE	DESCRIPTION

CONSULTANTS
AKANA
 6403 SE Leno Rd., Suite 270
 Portland, Oregon 97222
 Voice (503) 652-9090
 Fax (503) 652-9091



PHASE
CONSTRUCTION DOCUMENTS

PROJECT NUMBER
 GWC NO. CDP 13-27
 GWA NO.

PROJECT

RPK
 DESIGNED BY
NLO
 DRAWN BY

CZ
 CHECKED BY

Karuk Hotel and Casino Project
 Yreka, Ca

STORM CONSTRUCTION NOTES:

1. INSTALL AREA DRAIN
2. INSTALL AREA DRAIN
RIM: 2738.86
IE OUT (SE): 2736.36
W/17.68 LF 8" STM @ S=3.00%
3. INSTALL AREA DRAIN
RIM: 2738.50
IE OUT (SE): 2736.00
W/13.44 LF 8" STM @ S=7.59%
4. INSTALL AREA DRAIN
RIM: 2720.76
IE IN (NW): 2718.49
IE OUT (SE): 2718.49
W/49.00 LF 12" STM @ S=1.00%
5. INSTALL AREA DRAIN
RIM: 2720.86
IE OUT (SE): 2718.64
W/15.22 LF 12" STM @ S=1.00%
6. RD CMP STUB TO DETENTION PIPE
6" IE IN: 2710.94
60" IE: 2705.44
7. RD CMP STUB TO DETENTION PIPE
6" IE IN: 2710.87
60" IE: 2705.37
8. SD CMP STUB TO DETENTION MH
12" IE: 2709.92
W/30.50 LF STM @ S=0.50%
CONNECT OVERFLOW TO DETENTION MH
8" IE IN: 2711.3 (N)
W/35.36 LF STM @ S=1.00%
9. SD CMP STUB TO DETENTION PIPE
12" IE: 2711.01
10. STM RD CO
RIM: 2724.50
6" IE: 2720.92
11. STM RD CO
RIM: 2724.50
6" IE: 2720.92
12. STM RD CO
RIM: 2724.50
6" IE: 2719.90
13. STM RD CO
RIM: 2724.50
6" IE: 2719.90

NOTE: ALL AREA DRAINS SHALL BE CITY OF REDDING AREA DRAIN STD DWG 210.00.

RAIN GARDEN SCHEDULE

NO.	AREA (SQ.FT)	LENGTH OF 4" PERFORATED UNDERDRAIN (LF)	OVERFLOW	IE AT OVERFLOW RISER	DIAM. (IN)	LENGTH (LF)	HERBACEOUS PLANTS(1), NO.	PLANTING SHRUBS(2), NO.
1	1548	106.0	2718.02	2713.52	8	27.81	1548	62
2	1542	108.0	2717.28	2712.78	8	27.17	1542	62
3	1419	98.0	2716.15	2711.65	8	35.36	1419	57
4	3190	265.8	2714.72	2710.22	8	30.50	3190	128
5	3248	271.0	2720.21	2715.71	8	28.00	3248	130

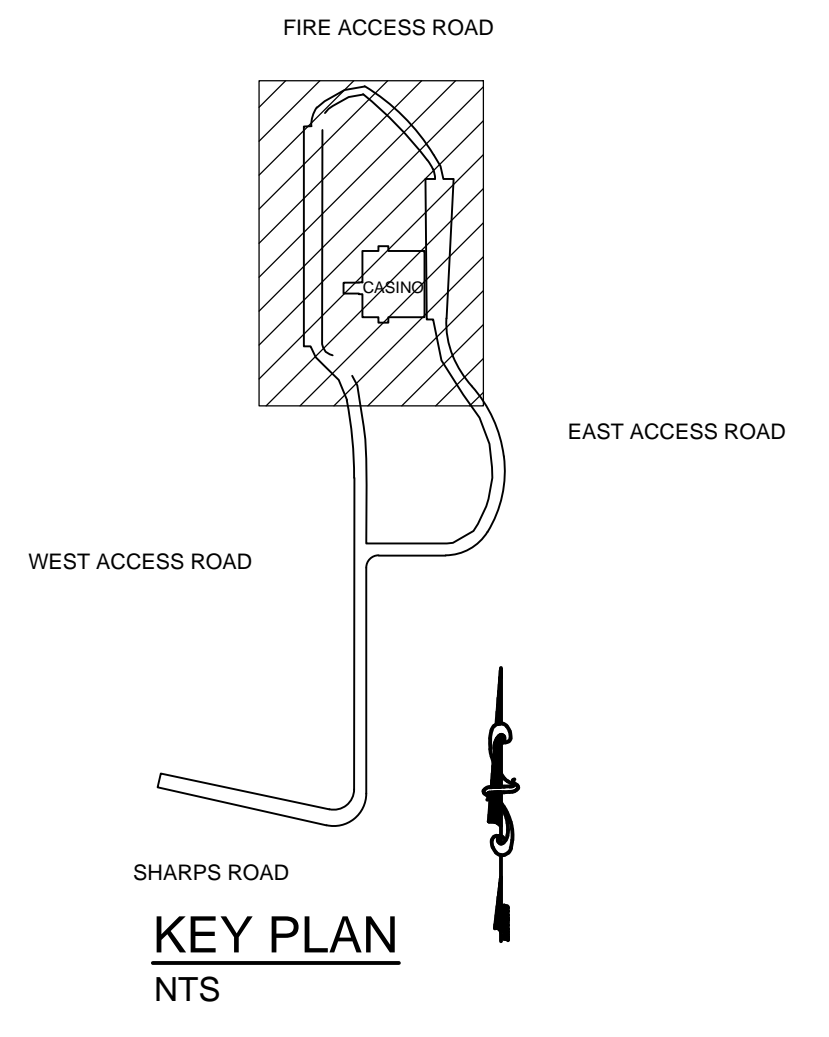
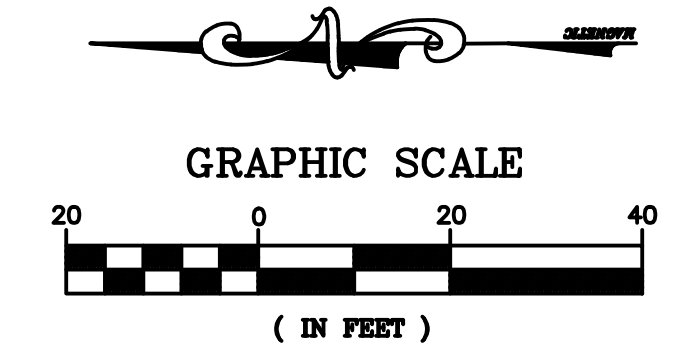
PLANTING NOTES

1. PLANTS TO BE PLANTED AT 1' ON CENTER SPACING, 1/2 GALLON PLANT SIZE. PLANTS MUST BE ON THE FOLLOWING LIST:

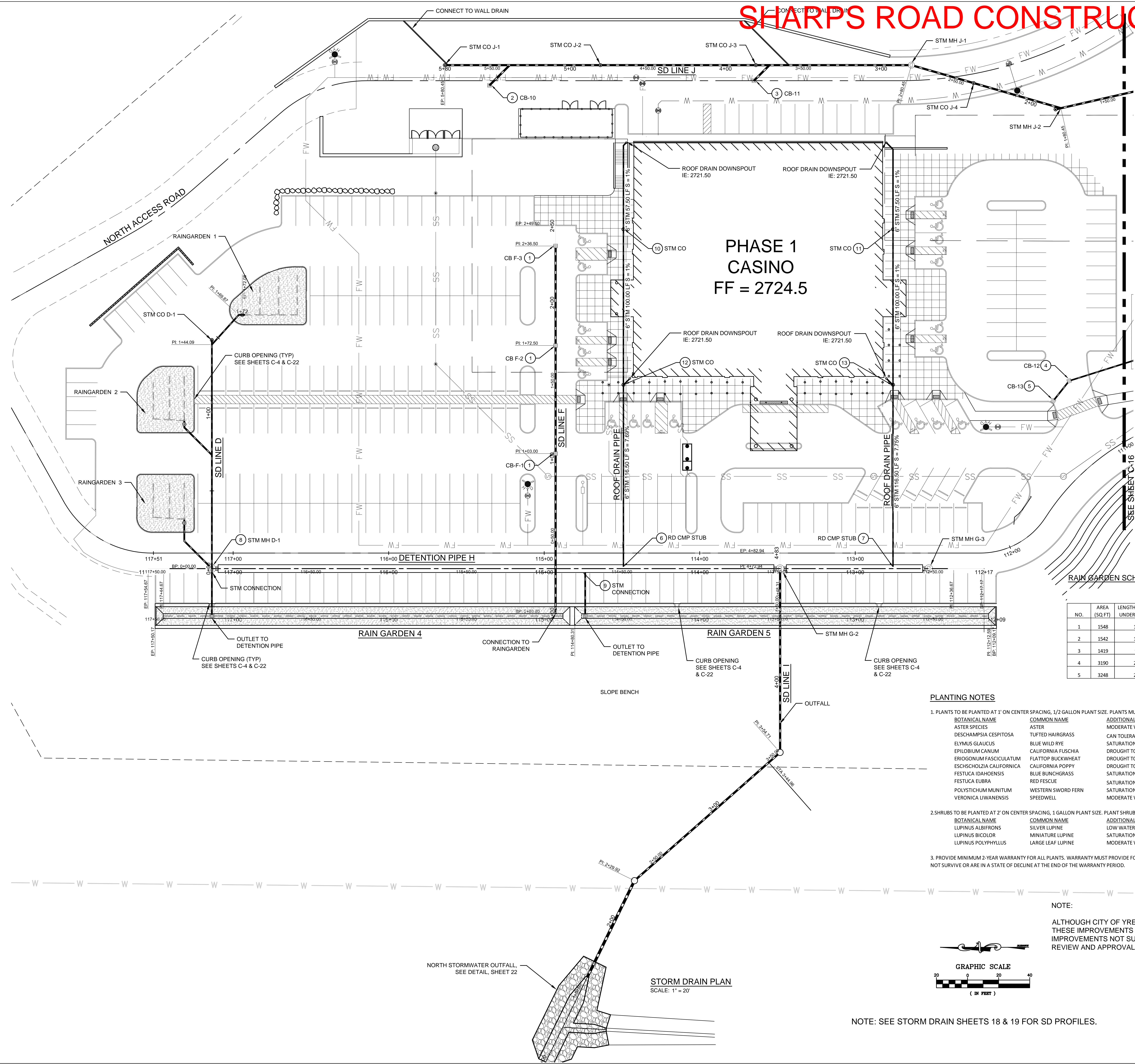
BOTANICAL NAME	COMMON NAME	ADDITIONAL NOTES
ASTER SPECIES	ASTER	MODERATE WATER USE CLASSIFICATION
DESCHAMPSIA CESPITOSA	TUFTED HAIRGRASS	CAN TOLERATE SATURATION IF TOP SOIL LAYER DRAINS; LOW WATER USE CLASSIFICATION
ELYMUS GLAUCUS	BLUE WILD RYE	SATURATION AND DRAUGHT TOLERANT; LOW WATER USE CLASSIFICATION
EPILOBIUM CANUM	CALIFORNIA FUSCHIA	DROUGHT TOLERANT; LOW WATER USE CLASSIFICATION; FIRE RESISTANT
ERIDOGONUM FASCICULATUM	FLATTOP BUCKWHEAT	DROUGHT TOLERANT; LOW WATER USE CLASSIFICATION
ESCHSCHOLZIA CALIFORNICA	CALIFORNIA POPPY	DROUGHT TOLERANT; VERY LOW WATER USE CLASSIFICATION; FIRE RESISTANT
FESTUCA IDAHOENSIS	BLUE BUNCHGRASS	SATURATION AND DRAUGHT TOLERANT; LOW WATER USE CLASSIFICATION
FESTUCA EUBRA	RED FESCUE	SATURATION AND DRAUGHT TOLERANT; LOW WATER USE CLASSIFICATION; CAN BE MOWED AS TURF ALTERNATIVE
POLYSTICHUM MUNITUM	WESTERN SWORD FERN	SATURATION TOLERANT; MODERATE WATER USE CLASSIFICATION; NATIVE
VERONICA LUWANENSIS	SPEEDWELL	MODERATE WATER USE CLASSIFICATION
2. SHRUBS TO BE PLANTED AT 2' ON CENTER SPACING, 1 GALLON PLANT SIZE. PLANT SHRUBS ALONG SIDE SLOPE. SHRUBS MUST BE ON THE FOLLOWING LIST:

BOTANICAL NAME	COMMON NAME	ADDITIONAL NOTES
LUPINUS ALBIFRONS	SILVER LUPINE	LOW WATER USE CLASSIFICATION
LUPINUS BICOLOR	MINIATURE LUPINE	SATURATION TOLERANT (WINTER ONLY); LOW WATER USE CLASSIFICATION
LUPINUS POLYPHYLLUS	LARGE LEAF LUPINE	MODERATE WATER USE CLASSIFICATION
3. PROVIDE MINIMUM 2-YEAR WARRANTY FOR ALL PLANTS. WARRANTY MUST PROVIDE FOR THE REPLACEMENT COST OF THE PLANT MATERIAL AND INSTALLATION FOR ALL PLANTS THAT DO NOT SURVIVE OR ARE IN A STATE OF DECLINE AT THE END OF THE WARRANTY PERIOD.

NOTE:
 ALTHOUGH CITY OF YREKA DETAILS ARE SHOWN, THESE IMPROVEMENTS ARE PRIVATE IMPROVEMENTS NOT SUBJECT TO CITY OF YREKA REVIEW AND APPROVAL.



NOTE: SEE STORM DRAIN SHEETS 18 & 19 FOR SD PROFILES.



STORM DRAIN PLAN
 SCALE: 1" = 20'

GROUP WEST
 5209 LAKE WASHINGTON
 BLVD NE
 SUITE 200
 KIRKLAND, WA 98033
 PHONE: (425) 893-8805
 FAX: (425) 893-8899

SHEET TITLE AND NUMBER
 STORM PLAN - NORTH
C-16
 SCALE: 1" = 20'
 DATE: 1/29/16
 PERMIT COMMENT RESPONSE 8-10-2016

SHARPS ROAD CONSTRUCTION SET 9.7.16

REVISIONS	Date	Description

CONSULTANTS

AKANA

6403 SE Lake Rd., Suite 270
Portland, Oregon 97222
Voice (503) 652-9090
Fax (503) 652-9091

PHASE

CONSTRUCTION DOCUMENTS

PROJECT NUMBER

GWC NO. CDP 13-27
GWA NO.

PROJECT

RPK
DESIGNED BY

NLO
DRAWN BY

CZ
CHECKED BY

CLIENT

GROUP WEST

5209 LAKE WASHINGTON
BLVD NE
SUITE 200
KIRKLAND, WA 98033
PHONE: (425) 893-8805
FAX: (425) 893-8899

SHEET TITLE AND NUMBER

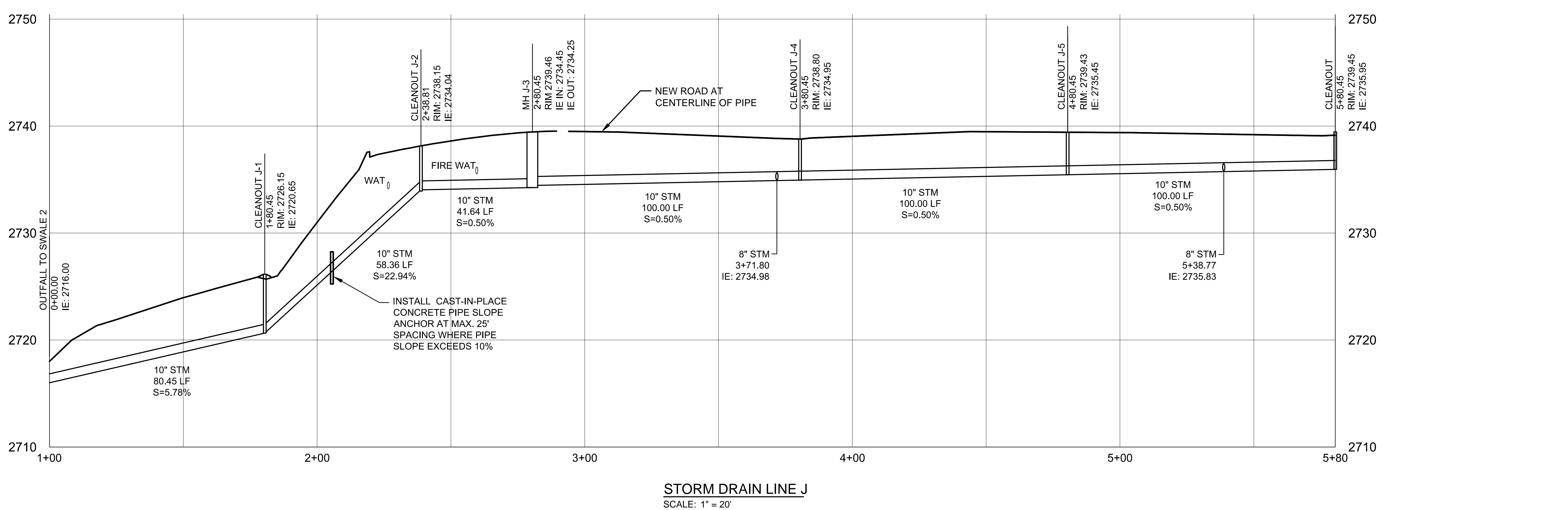
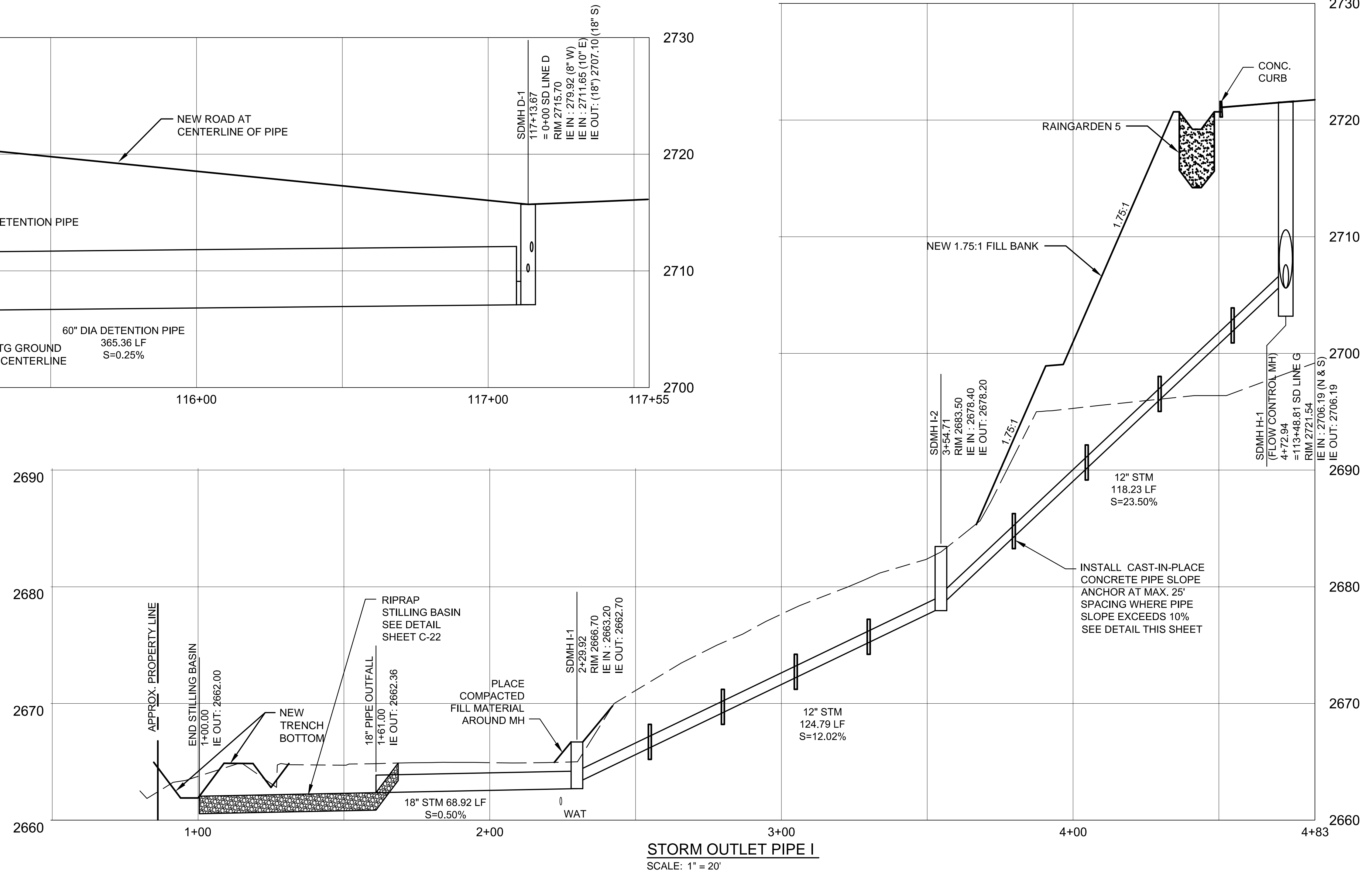
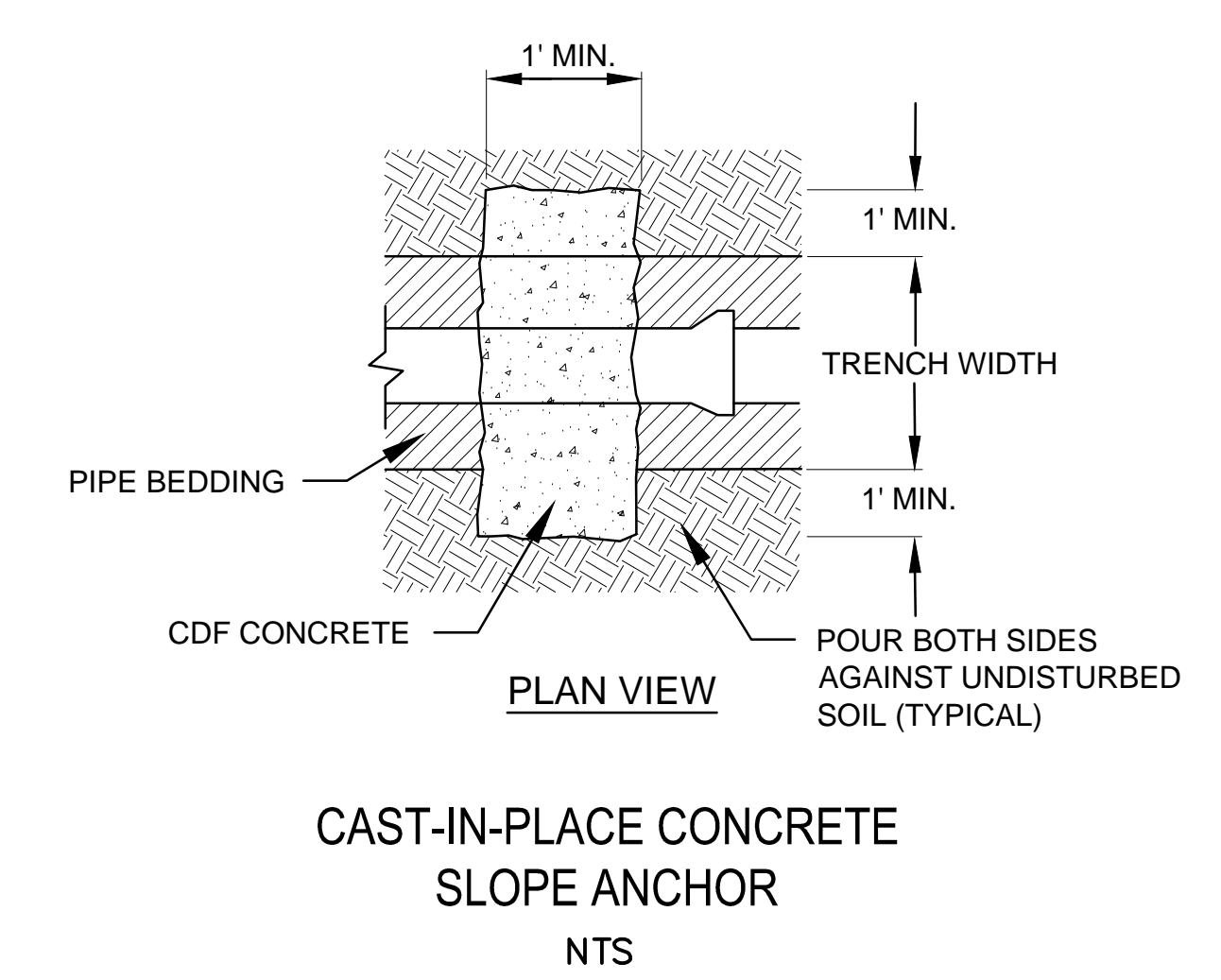
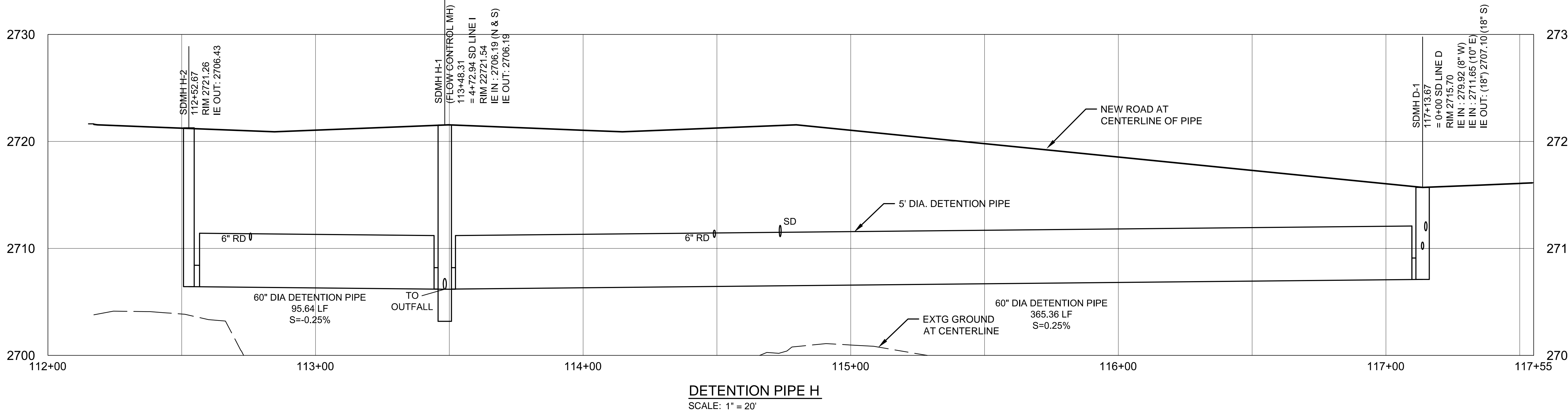
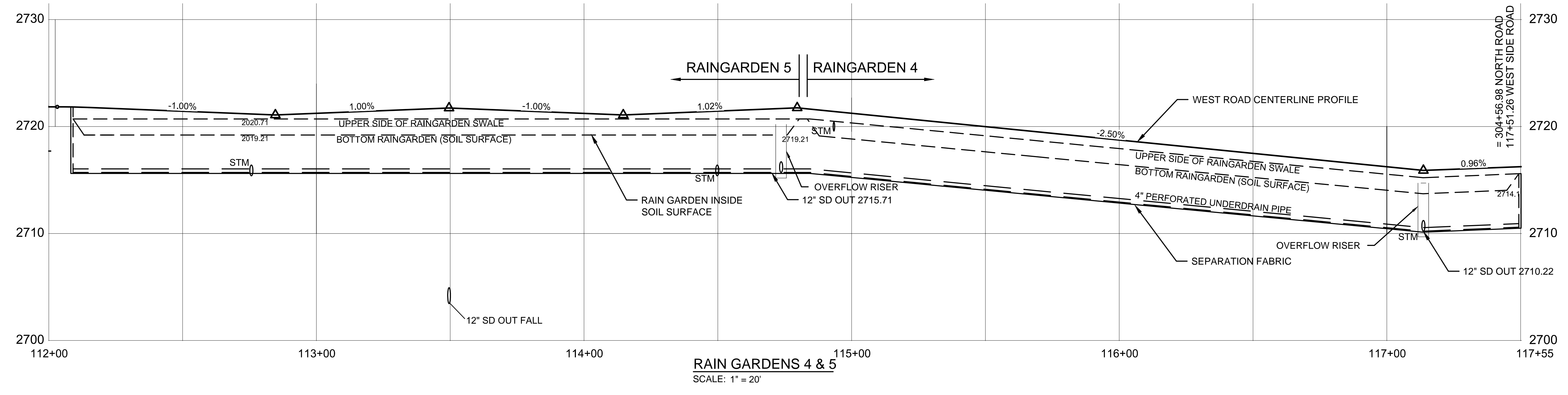
STORM PROFILES

C-19

SCALE: 1" = 20'

DATE: 1/28/16

PERMIT COMMENT RESPONSE 8-10-2016





KARUK TRIBE JUDICIAL

Administrative Office

Phone: (530) 841-3143 • Fax: (530) 842-4889
 1836 Apsuun • Post Office Box 629 • Yreka, California 96097

COUNCIL REPORT 10/27/2016

I. TRIBAL COURT REPORT DATA

Month-Year	1/ 16	2/ 16	3/ 16	4/ 16	5/ 16	6/ 16	7/ 16	8/ 16	9/ 16	10/ 16					
# Of Cases	7	1	5	2	4	5	2	2	2	3					
Guardianship	3		1	1		1	1	2	1	2					
Custody/Visitation	1	1	3	1	3	3	1		1	1					
Child Welfare	3		1		1	1									
Legal Access Center	7	3	10	5	9	12	9	4	4	3					

*****I will not be attending meeting as on Travel Status 11/16-11/19/16.

II. GRANTS AND PROGRAMS ADMINISTERED BY JUDICIAL SYSTEM

GRANT#1: CTAS 2012 –TW-AX-0023-DOJ/OVAW Grants to Tribal Governments Program

Program Code: 5094-05	Awarded \$725,366.00	Term Dates: 10/1/2012	Extended to 09/30/2016
FY1: 9/30/2013-	\$127,326.71	FY2:9/30/2014-	\$71,887.16
FY3:9/30/2015-	\$192,579.25	FY4:10/01/2015-9/16/2016	-\$185,340.45
			Unencumbered Balance: \$146,232.43

Project Title: Karuk Transitional Housing Program

Objectives: To provide Transitional Housing assistance for eligible victims’ of domestic violence, dating violence, sexual assault or stalking

Deliverables\Tasks Updates:

1.) # of bed nights	185
2.) # of Victims/Served	8
3.) # of Services Provided	105(80 transportation)(20 peer counseling)(5 house meetings)
4.)Inquiries/applications out/applications in	3 (inquiries)/3(applications handed out)/ 1 (applications turned in)
5.) Coordinated Community Response Meetings	Partner-N.California Tribal Court Coalition-Non-profit, non-governmental; Tribal Victim/Court services organization; Pikyav Advisory ; Partner-SisQ D.V& Crisis Center; D.A.’s Round Table/Humboldt County- Law Enforcement(local/state) Tribal Court/State Court Forum-(court/local/state/tribal) Karuk YavPaAnav -Social Service Organization
7) STATUS OF REUEST FOR NO COST EXTENSION	I have received information from new grant manager, Jones, Rebekah at OVW/usdoj and she has pushed the request through to the next level. We remain in a holding pattern.

GRANT#2 G-16QNCAFPVS- Family Violence Prevention Services Program

Program Code: 5052-03	Awarded \$53,000	Term Dates: 10/1/2016-09/30/2018	Year to Date: \$2,434.69
Unencumbered Balance: \$50,640.31		Used: 1.0%	

Project Title: FVPSP **Objectives:** Provide assistance to eligible victims of family violence & deliver outreach & education.

Deliverables\Tasks Updates:

1.) #of Victims/Survivors Served	3
2.) # of Support Services Provided	6
3.) Outreach and/or Education	3
4.) Referrals	0

GRANT#3: CTAS 2014–TW-AX-0040-DOJ/OVAW Grants to Indian Tribal Governments Program (36 months)

Program Code: 5094-11	Awarded: \$543,525.00	Term Dates: 10/1/2014-09/30/2017
Month To Date: \$15,289.43	Year to Date: \$156,502.30	
Unencumbered Balance: \$293,374.39	% Used:35%	

Project Title: Karuk Tribal Judicial System Pikyav D.V. Services Program

Objectives: Increase access & availability of culturally appropriate counseling/support and advocacy services to eligible victims and provide culturally relevant outreach, awareness and educational activities to the teen population and Tribal community; Provide assistance to eligible victims of domestic violence, dating violence, sexual assault or stalking who need assistance with legal issues that are a result of the abuse.

Deliverables\Tasks Updates:

1.) Victims/Survivors received services	4
2.) # of Services Provided	8
2.5) # of Referrals	1
3.) Screenings	Not reported
4.) Community Education	The Candlelight Vigil was held in Happy Camp in October and the staff partnered with the Tribal Head Start programs to deliver “my hands are not for hitting” . Some of the kids’ artwork is exhibited in the Tribal Health Clinics.
5.) Coordinated Community Response	1.Yav Pa Anav 2. Pikyav DV Advisory Committee 3. NCTCC
6.) Outreach Activities	The D.V Services and Victim Assistance held and educational/outreach opportunity entitled “by law enforcement for law enforcement on 10/28/2016. The event logged in 20 participants.
7.) Healthy Relationship-School Talking Groups	17 students with 4 groups held

GRANT#4 2015 VRGXK048-DOJ/OJP/OVC-Tribal Victim Assistance Program

Program Code: 5094-13	Awarded \$353,757.00	Term Dates: 10/1/2015-09/30/2018
Month To Date: \$1,125.47	Year to Date: \$87,326.52	
Outstanding Encumbrances : n/a	Unencumbered Balance: \$265,898.52	Used: 25%

Project Title: Tribal Victim Assistance Program

Objectives: 1.) Collaborate with key stakeholders to achieve a victim centered response, 2.) Identify critical needs of crime victims and gaps in existing community response, 3.) Collaborate with technical assistance provider and other grantees throughout the life of the project

Deliverables\Tasks Updates:

1.) Recruit, interview, hire and train staff	Completed
2.) Attend Required CTAS/OVC trainings and orientations.	Completed-Administrator and Fiscal attended February 1st and 2nd, 2016, and PA 7 (Office for Victims of Crime): February 3rd and 4th
3.) Intake/Screenings-Victims served	

GRANT#5 2015 DCBC 0012-DOJ/OJP/OJJDP-Tribal Juvenile Justice Wellness Court

Program Code: 5094-14	Awarded \$ 320,000	Term Dates: 10/1/2015-09/30/2018
Month To Date: \$10,608.85	Year to Date: \$68,734.00	Unencumbered Balance: \$251,266.00 Used: 22%

Vision Statement: Empowered tribal youth and families that have taken control of their destiny, they are utilizing their culture and traditional support systems.

Mission Statement: Provide access to culturally responsive behavioral health/ support services and activities to eligible Karuk Youth and their families who are out of balance, with their mind, body and spirit.

Goal 1: *Design an operational Tribal Juvenile Healing to Wellness Court Program that offers culturally informed, holistically structured and phased alcohol and drug abuse treatment and rehabilitative services, to eligible at-risk involved tribal youth within 36 months* **Objective 1(A)** *By the end of 36 months 45 low risk juvenile offenders and re-entering offenders residing within Karuk communities will have been provided culturally appropriate Juvenile Wellness Court Program Services.* **Objective 1(B)** *By the end of 36 months the number of formal collaborative partners, community partners, and culturally informed stakeholders that can benefit and enhance the overall quality of services offered through the Juvenile Wellness Court Program will increase from five (5) to twelve (12).* **Objective 1(C)** *By the end of 12 months Community of Practice Series focusing on Strategic Planning Toolkit will be completed.*

Deliverables\Tasks\Activity-Updates:

Recruit, interview, hire and train Compliance Officer	Compliance Officer. Darryl McBride started September 13, 2016.
Community of Practice "Strategic Planning Toolkit - Sessions"	Completed
Required Trainings/Meetings	The National Tribal Youth Conference will be held December 5th - 7th, 2016 in Palm Springs CA. The purpose of the gathering is to bring together programs for Tribal youth that are funded through the Office of Juvenile Justice and Delinquency Prevention, to learn from their peers and from leaders in the fields of youth development, juvenile justice, trauma-informed care and culturally.

Activity Performed
Continued and completed The Yav Pa Anav Resource Guide.
Obtained information on all tribal colleges/universities within the United States. Researched and documented information regarding youth wellness camps.
Brief meeting w/ HC principle about what services our program will be offering within the school and what services we could potentially provide in the upcoming future.
Awaiting training/From Siskiyou County Athletes committed program for Brief Intervention Program so that we may deliver the program in the schools for Tribal Youth with an idea of completing the program sooner so that the youth may be referred to additional resources if needed quicker.

SUMMARY by Compliance Officer: I combined Ideas from different brochures along with the stigma of what the youth are facing in Happy Camp about teen transitioning to adulthood along with the effect that drugs and alcohol have on the teenage population and came up with a plan that could assist in the reduction of negative risky behaviors. Also, Attended Cultural Training w/guest speaker Maggie Steele at Happy Camp High and Elementary. This training was based on the prevention of youth violence, gang conflict and promoting healing and empowerment. Each story or lesson taught was targeted towards the different age groups. Teaching them lessons they will learn as they age or problems they are already facing in the community. On line-Genocide Education Training- Learning that American Indians suffered horrible and unimaginable treatment and being able to identify that European and U.S. settler colonial projects unleashed massively destructive forces on Native people and communities. This training gives so much detail and insight in which what went on and how it still has an impact on the native culture in today's society.

KCDC Council Report

11/17/2016

Amkuuf – The Amkuuf Shop continues to operate smoothly with no interruptions with supplies.

Computer Centers – I have attached an updated Workforce Developer job description for your review. I will be requesting approval at the Council meeting.

The Computer Center continues to offer GED prep and testing and other online certification including Food Handlers Certification. Frank has also administered mid-term examinations for Southern Oregon University students and is available for COS distance learning. The “Coding” Club for students to learn computer coding continues until early December and there are approximately 8 youth attending that on a regular basis.

Head Start – We had 2-days of T/TA with Gilbert Gonzales for governance training and team building. Both training sessions went well. Last week we had 3-days of T/TA with Mala Sablok, Early Childhood Education Specialist. She visited both locations and was able to assist Priscilla in setting priorities for what policies and procedures were most important to write/revise first.

A cook has been hired and trained for the Yreka Center and bus service is once again offered in Yreka.

Priscilla and Donna participated in our bi-weekly conference call with our Head Start Specialist and several others on Monday September 30 to discuss progress made to date. They (Head Start folks) stated they are very satisfied with the “progress” we have made and continue to make. We have another call tentatively scheduled the 16th at 11:00 a.m.

Priscilla has been updating/writing/revising policies and procedures for the program at a rapid pace. The Head Start team then reviews the policies before they go anywhere else for approval. The system is working well for us at this time. I would like to publicly thank Priscilla Stack for “hitting the ground running” with our Head Start program and Donna Goodwin-Sanchez for “stepping up to the plate” and fulfilling the role of Deputy Director as it was meant to be. They make a great team and are great role models for the rest of the staff.

Koovura Yeeship – The continuation grant application has been submitted and we have been in contact with CalOES regarding this grant as we have had some challenges with staffing. They will be doing a site visit on November 22nd at 9:30 a.m. at the KCDC Office. Chairman Attebery has been included in the emails and has already set that date aside to meet with them. Any additional Council members will certainly be welcome to attend also. I have included the reporting forms they will be using during their site visit.

We are currently advertising the Clinician position and trying to get the word out to different locations but as you know, finding a clinician that wants to work in a rural area is difficult at best.

C Store – I am working on an RFP that will be ready to be advertised as soon as we get word from Council to proceed.

Energy/Biomass – I sent emails out and finally received a call from the Federal Project Lead for the BIA Energy and Minerals Division regarding the Biomass Feasibility Study grant that was awarded in September. She stated we got the needed information to them in a timely manner and were included in the first round that was sent to Washington, DC. From there it will go to the regional BIA offices for a 638 contract with the Tribe. The earliest we should expect anything is January 2107.

Attachments: Workforce Developer job description
KCDC Program Budget Worksheet
CalOES EEO Checklist – B
Site Performance Assessment Report Form

Action Items: Workforce Developer job description

Respectfully submitted by Economic Developer/Operations Manager, Karen Derry

KCDC Job Description Approval

Job Description Title: Workforce Development Coordinator

Human Resources: Nora Bernal **Date:** 10-19-16 *w/one correction*

TERO Program: Quon Wood **Date:** 10-19-16

Program Director: Laren Derry **Date:** 10-13-2016

Policy Council: NA **Date:** _____

Meeting **Phone Vote**

KCDC Board: [Signature] **Date:** 11/9/16

Meeting **Phone Vote**

Tribal Council: _____ **Date:** _____

Meeting **Phone Vote**

Requested by: Laren Derry **Date:** 10-13-2016

Please note: This form must accompany all KCDC job description approval requests.

Position Description

Title: Workforce Development Coordinator

Reports to: KCDC Economic Developer/ Operations Manager

Location: Happy Camp

Salary: \$30,000 to \$40,000, DOE

Classification: Full-time, Regular, Non-Exempt

Summary: Coordinates activities in the Happy Camp Community Computer Center to ensure tribal, community members, and students have access to and assistance in the use of computer technology. Coordinates and/or develops workforce development training, provides and/or coordinates employment counseling, vocational assessment, referral to community resources and support, financial literacy, and assist with higher education applications; ~~perform other job related duties as required~~ **maintains computers and other equipment at the Center.**

Responsibilities:

1. Open and close the Computer Center and provide for the general cleanliness of the Center. Enforce procedures for the use of the computers and other equipment, supplies, materials, software, hardware and peripherals. Address problems with students or community members who do not follow established procedures or **who** exhibit inappropriate behavior, language, ~~and~~ **or access/view inappropriate** web sites.
2. **Maintain computers (including software) and other equipment and report maintenance problems before or as they occur. In coordination with KCDC ED/OM, manage and update KCDC webpage on a regular basis**
3. **Provide and M** maintain records of **daily computer use**, activities, classes, and training opportunities occurring at the Computer Center **including COS distance learning**. Develop and prepare monthly reports for supervisor and KCDC Board of Directors.
4. **Support and e** Coordinate with **and support Tribal TANF, community, county, and other programs and TERO** to provide job related training and workshops, assist ~~clients~~ **tribal and other community members** with job searches, resumes and employment applications, letters of inquiry, and interview techniques.
5. Assist ~~clients~~ **students, tribal and other community members** with access to GED or high school diploma opportunities, technical vocation courses, online computer skills, secondary education and distance learning opportunities including applications for admissions and/or financial aid.

6. Identify and coordinate with other supporting workforce entities to help facilitate job opportunities, job related certificates and training, job skills and employability for community members.
7. Coordinate with Karuk Community Loan Fund and other financial institutions/entities to provide financial workshops that may include family budgeting, how to manage and maintain checking and savings accounts, establishing credit, and investing.
8. Network and collaborate with tribal, county, state and federal organizations as well as private businesses that promote employment and self-sufficiency.
9. ~~Be~~ ~~A~~ available for local and out-of-area travel as required for job related training, workshops or meetings; shall attend all required staffing, meetings, and functions as requested; ~~available to work or~~ coordinate coverage or be available to work at the Center for weekends and evenings as needed.
10. Must be professional, polite, and maintain a priority system in accepting other job related duties as assigned.

Qualifications:

~~Ability to work effectively with tribal and community members from culturally diverse backgrounds and to establish and maintain harmonious working relationships with tribal, community members and other employees.~~

1. **Cultural Competency:** Ability to work effectively with Native American people in culturally diverse environments and some knowledge of the Karuk culture.
2. ~~Ability to manage time well and work on multiple tasks under performance deadlines.~~
Professionalism: Is aware of the potential impact of own attitudes and behaviors and makes appropriate adjustments to assure that communication and services are purposeful and appropriate. Demonstrates respect, honesty, integrity, and fairness to all. Must be able to work well with the public and follow Karuk Tribe and KCDC policies and procedures.

~~Ability to facilitate a class, motivate participants, and maintain confidentiality.~~

3. **Teamwork:** Strives to be “solution-focused” and presents recommendations that best meet the needs of the Happy Camp Community Computer Center. Maintains constructive team relationships, coordinates effective goals and identifies/plans ways to successfully work together. Demonstrates flexibility and adaptability to change.
4. **Program Support:** Supports, cooperates and assists to meet the goals of all components of the Happy Camp Community Computer Center and KCDC. Establishes and maintains an effective working relationship with KCDC staff, College of the Siskiyou, and other relevant entities.
5. **Professional Development:** Participates in ongoing professional development/training/meetings as determined in coordination with the KCDC ED/OM and/or Board.

Requirements:

1. Degree from an accredited college or 2-years student service experience and/or 2-years workforce development experience.
2. ~~Excellent organizational skills; ability to work independently; ability to coordinate and/or perform multiple tasks; demonstrated ability to speak clearly and communicate effectively in face-to-face, email, and telephone conversations.~~ **Extensive knowledge of Microsoft Office software including Word and Excel.**

3. ~~Excellent~~ **Extensive** computer skills; previous experience with online, videoconferencing, and other technology-mediated instructional methods.
4. Valid driver's license, good driving record and must be insurable by the Tribe's insurance carrier.
5. Must adhere to the Tribe's confidentiality policy.
6. Must successfully pass a pre-employment drug-screening and background check.

Tribal Preference Policy: In accordance with the TERO Ordinance 93-0-01, Tribal Preference will be observed in hiring.

Veteran's Preference: It shall be the policy of the Karuk Tribe to provide preference in hiring to qualified applicants claiming Veteran's Preference who have been discharged from the United States Armed Forces with honorable and under honorable conditions.

KCDC Approved: _____

Council Approved: _____

KCDC Chairman Signature: _____ **Date:** _____

Chairman's Signature: _____ **Date:** _____

Employee's Signature: _____ **Date:** _____

FINANCE SUMMARY EXPENDITURE REPORT
Sep-16

PROGRAM FUND	BUDGET	SEPT EXPENDITURES	YTD		% EXPENDED
			EXPENDITURES	REMAINING FUNDS	
<i>Grant Funds</i>					
CAL OES	\$ 125,000.00	\$ 27,678.18	\$ 112,077.74	\$ 42,270.44	89.66%
EDA PLANNING GRANT	\$ 55,000.00	\$ 861.17	\$ 41,165.66	\$ 13,750.00	74.85%
FEMA HAZARD MITIGATION	\$ 66,693.00	\$ 148.75	\$ 46,932.42	\$ 19,760.58	70.37%
HEAD START	\$ 534,235.00	\$ 62,992.97	\$ 295,915.42	\$ 103,451.51	55.39%
KLAMATH CAMPAIGN COORDIN.	\$ 107,480.29	\$ 9,406.82	\$ 107,480.29	\$ 16,159.67	100.00%
SUBTOTAL Federal Grants	\$ 888,408.29	\$ 101,087.89	\$ 603,571.53	\$ 222,564.04	284,836.76
FUELS REDUCTION PROJECTS					
KTHA FUELS REDUCTION II	\$ 103,604.70	\$ -	\$ 103,604.70	\$ -	100.00%
WESTERN KLAMATH RESTORATION (WKRP)	\$ 116,000.00	\$ 5,621.19	\$ 99,277.11	\$ 16,722.89	85.58%
WESTERN KLAMATH RESTORATION (TREX)	\$ 128,000.00	\$ 14,273.21	\$ 14,273.21	\$ 113,726.79	11.15%
WESTERN KLAMATH RESTORATION (HANDLINE)	\$ 50,400.00	\$ -	\$ 33,028.33	\$ 17,371.67	65.53%
KRRBI	\$ 6,000.00	\$ 484.58	\$ 3,135.79	\$ 2,864.21	52.26%
ELK PROJECT	\$ 64,352.00	\$ 7,206.47	\$ 47,720.91	\$ 16,631.09	74.16%
WKRP SHIVSHANEEN	\$ 20,000.00	\$ -	\$ 3,316.86	\$ 16,683.14	16.58%
WKRP NFWF	\$ 131,000.00	\$ 2,425.25	\$ 21,376.23	\$ 109,623.77	16.32%
* TISHANIK	\$ 12,500.00	\$ -	\$ 12,500.00	\$ -	100.00%
MKWK 2016 TREX	\$ 20,731.43	\$ -	\$ 20,731.43	\$ -	100.00%
SUBTOTAL FUELS REDUCTION PROJECTS	\$ 652,588.13	\$ 30,010.70	\$ 338,233.14	\$ 108,781.22	\$ 314,354.99
BIA FIRES					
ROUGH FIRE	\$ 79,162.90	\$ -	\$ 79,162.90	\$ -	100.00%
ROUTE FIRE	\$ 70,210.72	\$ -	\$ 70,210.72	\$ -	100.00%
PONY FIRE I	PENDING				
PONY FIRE II	PENDING				
OFFFIELD FIRE	PENDING				
WILDERNESS FIRE	PENDING				
PONY FIRE III	PENDING				
GAP FIRE	PENDING				
SUBTOTAL BIA FIRES	\$ 149,373.62	\$ -	\$ 149,373.62	\$ -	0.00%
ADMINISTRATIVE	\$ 540,638.11	\$ 34,851.64	\$ 379,339.02	\$ 161,299.09	70.17%
AMKLUF	\$ 1,200,753.80	\$ 108,756.17	\$ 1,200,810.89	\$ (57.09)	100.00%
NOTES					
SUBTOTAL OTHER	\$ 1,690,370.04		\$ 439,321.03		917,926.52
GRAND TOTAL					

drawdowns

California Governor's Office of Emergency Services EEO CHECKLIST – B

For Federally Funded CBOs and All State Funded Subrecipients
(Monitoring/Site Visits)

SUBRECIPIENT: [Click here to enter text.](#)

IMPLEMENTING ORGANIZATION: [Click here to enter text.](#)

GRANT AWARD #: [Click here to enter text.](#)

FEDERAL \$: [Click here to enter text.](#)

SITE CONTACT PERSON: [Click here to enter text.](#)

PHONE #: [Click here to enter text.](#)

EMAIL ADDRESS: [Click here to enter text.](#)

State funded subrecipients, Community Based Organizations (CBOs), Indian Tribes, and Educational/Medical Institutions are exempt from the U.S. Department of Justice requirement of developing an Equal Employment Opportunity Plan (EEO Plan). CBOs however are monitored by the U.S. Department of Health and Human Services in EEO compliance matters.

All California Governor's Office of Emergency Services (Cal OES) subrecipients, regardless of the type of entity or the amount awarded, are subject to the prohibitions against discrimination in any program or activity and may be required by Cal OES or the U.S. Department of Justice, through selected compliance reviews, to submit data to ensure their services are delivered in an equitable manner to all segments of the service population and their employment practices comply with Civil Rights requirements.

The Checklist is used to ensure that Cal OES subrecipients receiving State and Federal financial assistance are in compliance with Civil Rights requirements. During the site visit, please verify that the following EEO documents are available, obtain copies, and return the Checklist and documentation to the EEO Office. For those documents that are not available, please note those on the Checklist and have the subrecipient develop them within 30 days of the site visit and have the documents sent to the EEO office. The EEO Office will follow up with the subrecipient if the documents are not received within 30 days following the site visit.

<input type="checkbox"/>	<p>1. EEO POLICY – A current Equal Employment Opportunity Policy Statement. The statement should specifically state that the agency is an equal opportunity employer and does not discriminate on the basis of race, color, religious creed, ancestry, national origin, age, sex (includes sexual harassment), pregnancy (including pregnancy, childbirth or related medical conditions), marital status, sexual orientation (heterosexuality, homosexuality and bisexuality), medical condition (cancer and genetic characteristics), or disability (medical and physical, including HIV and AIDS), political affiliation/opinion, military and veterans status, or request for family leave. Additionally, this policy must also apply to deliveries of services to clients and volunteers. This policy must be posted in a prominent place accessible to employees, applicants and clients.</p> <p>Yes <input type="checkbox"/> Include a copy with checklist</p> <p>No <input type="checkbox"/> A policy must be created within 30 days and sent by mail or email: Governor's Office of Emergency Services, Attn: EEO Officer, 3650 Schriever Ave, Mather, CA 95655 or granteecompliance@caloes.ca.gov</p>
<input type="checkbox"/>	<p>2. HARASSMENT POLICY – A current policy specifically stating all employees have a right to work in an environment free from all forms of discrimination, including harassment/sexual harassment, retaliation, and hostile work environment.</p> <p>Yes <input type="checkbox"/> Include a copy with checklist</p> <p>No <input type="checkbox"/> A policy must be created within 30 days and sent by mail or email: Governor's Office of Emergency Services, Attn: EEO Officer, 3650 Schriever Ave, Mather, CA 95655 or granteecompliance@caloes.ca.gov</p>
<input type="checkbox"/>	<p>3. DISCRIMINATION COMPLAINT PROCEDURE - Has the subrecipient adopted a discrimination complaint procedure for filing complaints for their employees, volunteers, and clients?</p> <p>Yes <input type="checkbox"/> Include a copy with checklist</p> <p>No <input type="checkbox"/> A procedure must be created within 30 days and sent by mail or email: Governor's Office of Emergency Services, Attn: EEO Officer, 3650 Schriever Ave, Mather, CA 95655 or granteecompliance@caloes.ca.gov</p>
<input type="checkbox"/>	<p>4. NONDISCRIMINATION POSTER – The CA Department of Fair Employment and Housing (DFEH) poster entitled "Harassment or Discrimination in Employment is Prohibited by Law" must be posted in a location accessible to employees and applicants for employment.</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/> Download the poster from http://www.dfeh.ca.gov/Publications_Publications.htm and post in a location accessible to employees and applicants for employment.</p>

<input type="checkbox"/>	<p>5. PUBLICATIONS/JOB ANNOUNCEMENT – Do the recruitment materials or publications include a policy statement of nondiscrimination for participants, beneficiaries, applicants, or employees?</p> <p>Yes <input type="checkbox"/> Include a sample application with checklist No <input type="checkbox"/> Materials must be updated within 30 days and sent by mail or email: Governor’s Office of Emergency Services, Attn: EEO Officer, 3650 Schriever Ave, Mather, CA 95655 or granteecompliance@caloes.ca.gov</p>
<input type="checkbox"/>	<p>6. EEO COORDINATOR – please provide contact information below</p> <p>NAME: Click here to enter text. TITLE: Click here to enter text.</p> <p>PHONE: Click here to enter text. EMAIL: Click here to enter text.</p>
<input type="checkbox"/>	<p>7. ALLEGATIONS OF DISCRIMINATION – Has the agency been made aware of any current allegations of discrimination within the last 2 years originating from an employee, volunteer, or client?</p> <p>Yes <input type="checkbox"/> Complete the Supplemental #7 Document and send with checklist No <input type="checkbox"/></p>
<input type="checkbox"/>	<p>8. FINDINGS OF DISCRIMINATION – Has the agency had any findings of discrimination issued in the last five years by the Agency, Federal/State Court, or Federal/State administrative agency (i.e. Equal Employment Opportunity Commission (EEOC), California Department of Fair Employment and Housing (DFEH), etc.).</p> <p>Yes <input type="checkbox"/> Complete the Supplemental #8 Document and send with checklist No <input type="checkbox"/></p>

<input type="checkbox"/>	<p>9. DISSEMINATION of the Equal Employment Opportunity Plan and/or the Equal Employment Opportunity Policy – A plan to disseminate the EEO Plan and/or the EEO Policy to all employees, volunteers, clients, and to the general public.</p> <p>Yes <input type="checkbox"/> Include a copy with checklist</p> <p>No <input type="checkbox"/> A plan must be created within 30 days and sent by mail or email: Governor's Office of Emergency Services, Attn: EEO Officer, 3650 Schriever Ave, Mather, CA 95655 or granteecompliance@caloes.ca.gov</p>
<input type="checkbox"/>	<p>10. CERTIFICATION FORM – If subrecipient is exempt from the regulatory requirement to develop an EEOP Utilization report, Section A of the Certification form must be complete and submitted to the Office for Civil Rights.</p> <p>Yes <input type="checkbox"/> Include a copy with checklist</p> <p>No <input type="checkbox"/> Certification form must be completed and submitted within 30 days and sent to the Office for Civil Rights with a copy sent by mail or email: Governor's Office of Emergency Services, Attn: EEO Officer, 3650 Schriever Ave, Mather, CA 95655 or granteecompliance@caloes.ca.gov</p> <p>Refer to U.S. Department Justice, Office of Justice Programs for the Certification form: http://ojp.gov/about/ocr/pdfs/cert.pdf</p>
<input type="checkbox"/>	<p>11. LIMITED ENGLISH PROFICIENCY (LEP)* – The subrecipient is required to take reasonable steps to ensure meaningful access to their programs, services, and information on the services the subrecipient provides, free of charge.</p> <p>Has the subrecipient established and implemented policies and procedures for language assistance services that provide LEP persons with meaningful access, i.e. oral interpretation services, bilingual staff, telephone interpreter lines, written language services, community volunteers, etc.</p> <p>Yes <input type="checkbox"/> Include a copy of the procedure or sample documents with checklist</p> <p>No <input type="checkbox"/> A procedure must be created within 30 days and sent by mail or email: Governor's Office of Emergency Services, Attn: EEO Officer, 3650 Schriever Ave, Mather, CA 95655 or granteecompliance@caloes.ca.gov</p>

*Persons who do not speak English as their primary language and who have limited ability to read, speak, write, or understand English can be limited English proficient (LEP).

I hereby certify this EEO Checklist is accurate and complete to the best of my knowledge.

PROGRAM SPECIALIST NAME:

Click here to enter text.

PROGRAM SPECIALIST PHONE #:

Click here to enter text.

SITE VISIT DATE:

Click here to enter text.

COMMENTS: Click here to enter text.

*Upon completion, please send a copy of this checklist and documents to
EEO Office/Compliance, Cal OES Headquarters.*

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (Cal OES)

PROGRAM: _____

SITE VISIT PERFORMANCE ASSESSMENT REPORT

1. **SUBAWARD NUMBER:** _____ **DATE OF SITE VISIT:** _____

2. **PERFORMANCE PERIOD:** _____

3. **SUBRECIPIENT/IMPLEMENTING AGENCY:**

4. **PROJECT DIRECTOR:** _____

5. **PERSONS INTERVIEWED DURING SITE VISIT:**

<u>NAME</u>	<u>TITLE</u>	<u>AGENCY</u>

Name, Program Specialist Date

Name, Unit Chief Date

Signature, Program Specialist

Signature, Unit Chief

Name, Project Director Date

Signature, Project Director Date

6. OPERATIONAL DOCUMENTS

	YES	NO	N/A
Was the Subrecipient able to provide a hard copy or demonstrate their ability to access the following online?			
• The Cal OES Subrecipient Handbook (SRH)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• The Approved Grant Subaward	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• The RFA/RFP (supersedes the requirement of the SRH)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Cal OES Forms (e.g., Grant Subaward Amendment, Grant Subaward Modification, Report of Expenditures and Request for Funds)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Is the project familiar with Office of Management and Budget, OMB Circulars which govern your organization? Circulars may be found at www.whitehouse.gov/omb/circulars .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

7. FIDELITY BOND CERTIFICATE – COMMUNITY BASED ORGANIZATION (CBO) & AMERICAN INDIAN ORGANIZATIONS ONLY (SRH Section 2161)

	YES	NO	N/A
• Does the Fidelity Bond Certificate show:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
○ Bonding company name	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
○ Bond number	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
○ Description of coverage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
○ Amount of coverage (50% of allocation)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
○ Bond period	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
○ Grant Subaward number	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
○ Form A, Employee Dishonesty	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
○ Form B, Forgery Coverage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
○ Is the State of California, California Office of Emergency Services named on the bond as the beneficiary?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

8. ENVIRONMENTAL IMPACT – CEQA COMPLIANCE (SRH Section 2153)

	YES	NO	N/A
Does the project have their CEQA documentation on file?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
○ Certified Exempt	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
○ Subrecipient has adopted or certified an environmental document that complies with the requirements of CEQA.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

9. PROOF OF AUTHORITY (SRH Section 1350)

	YES	NO	N/A
• Was the Subrecipient able to provide written authorization (e.g., Resolution, Board Minutes, letter from the Board Chair) from a city council/governing board that the official executing the agreement is, in fact, authorized to do so?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Does the written authorization include any amendments, modifications, and extensions?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

10. ORGANIZATIONAL CHART

	YES	NO	N/A
• Was the Subrecipient able to provide an Organizational Chart?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Are all budgeted positions in the approved Grant Subaward identified on the Organizational Chart?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

11. Cal OES SUBAWARD MODIFICATION (Cal OES 2-223) (SRH Section 7500)

	YES	NO	N/A
• Does the Subrecipient understand the purpose/preparation of the Grant Subaward Modification (Cal OES 2-223)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Does the Subrecipient currently need to submit a Grant Subaward Modification for:			
○ Budget changes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
○ Change in key personnel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
○ Adding/changing additional signers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
○ Change goals/objectives, or activities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
○ Address change	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
○ Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

12. PERSONNEL POLICIES (SRH Section 2130 and 11340)

	YES	NO	N/A
• Was the Subrecipient able to provide a copy of written personnel policies?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Does the project staff have access to written personnel policies as required?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Did the Board approve the Agency's existing personnel policy?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Do the personnel policies include:			
○ Work hours	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
○ Compensation rates including overtime and benefits	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
○ Vacation, sick and other leave allowances	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
○ hiring and promotional policies	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Does the Subrecipient have personnel files for all paid and volunteer staff?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Was the Subrecipient able to produce the following from a personnel file:			
○ job application	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
○ resume	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
○ performance evaluations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
○ salary rates	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
○ benefits	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
○ current job duties/descriptions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
○ other terms of employment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
○ Is there a current Drug Free Workplace policy statement on file signed by the employee? (SRH RH Section 2152)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

13. FUNCTIONAL TIMESHEETS (SRH Section 11331)

	YES	NO	N/A
• Does the Subrecipient use functional timesheets for each grant funded position?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Is time reported on the functional timesheet according to staff activity on a daily basis?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Are timesheets (paid staff & volunteer) signed by staff & approved by supervisor?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

14. SEPARATION OF DUTIES – Fiscal (SRH Section 8400)

	YES	NO	N/A
Are the duties of the financial officer and the bookkeeper separate to ensure no one person has complete authority over a financial transaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- Name of individual who approves purchases: _____
- Name of individual who writes checks: _____
- Name of individual(s) who signs checks: _____

Comments:

15. SOURCE DOCUMENTATION – Fiscal (SRH Section 6400 and 11000-11315)

- | | YES | NO | N/A |
|--|--------------------------|--------------------------|--------------------------|
| • Does the project maintain a record-keeping system which will accurately support costs claimed on Report of Expenditure and Request for Funds (Cal OES Form 2-201)? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Does the project maintain an accurate inventory log of equipment purchased with Grant Subaward funds? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Comments:

16. PROJECT EXPENDITURES (SRH Section 6300)

- | | YES | NO | N/A |
|---|--------------------------|--------------------------|--------------------------|
| • Is the project's expenditure rate commensurate with the elapsed period of the Grant Subaward? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Are the project's expenditures being made in accordance with the terms of the Grant Subaward? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Is the Subrecipient claiming state funds before federal funds if both are allocated for the same line-item? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Is the project up-to-date with the submission of Report of Expenditures and Request for Funds (Cal OES Form 2-201)? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Does the project need to submit a Grant Subaward Modification Request (Cal OES Form 2-223)? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Comments:

17. MATCH REQUIREMENTS (SRH Section 6500)

- | | YES | NO | N/A |
|---|--------------------------|--------------------------|--------------------------|
| • Does the Subrecipient have a match requirement? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Is the Subrecipient meeting the match requirement? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Does the Subrecipient have adequate source documentation that supports the cash or in-kind match? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Comments:

18. EEO POLICY

- | | | | |
|--|--------------------------|--------------------------|--------------------------|
| | YES | NO | N/A |
| • Did you review and complete the Cal OES EEO documents? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Comments:

19. PROGRAM GOALS AND OBJECTIVES

- | | | | |
|--|--------------------------|--------------------------|--------------------------|
| | YES | NO | N/A |
| • Review the goals and objectives of the program and of the programmatic requirements of the Grant Subaward. Is the Subrecipient meeting the program goals and objectives? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Does the Subrecipient need to submit Cal OES Form 2-223 to modify grant objectives? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Comments:

20. PROGRESS REPORT (SRH Section 10000)

- | | | | |
|--|--------------------------|--------------------------|--------------------------|
| | YES | NO | N/A |
| • Does the Subrecipient understand the reporting requirements of the Progress Report? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Has the Subrecipient met all Progress Report due dates? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Does the Subrecipient have an adequate data collection process that will accurately support the project's reported data on the Progress Report form? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Comments:

21. OPERATIONAL AGREEMENTS (SRH Section 4000)

- | | YES | NO | N/A |
|---|--------------------------|--------------------------|--------------------------|
| • Does the project have current Operational Agreements as required by the Grant Subaward? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Comments:

22. PROJECT STAFF DUTIES

- | | YES | NO | N/A |
|--|--------------------------|--------------------------|--------------------------|
| • When meeting with staff, do they report performing duties as stated in the Grant Subaward? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Comments:

Information Technology Council Report

Eric Cutright, November 10, 2016

I will be out of the office during the November 17 Council Meeting on personal leave

Expenditure/ Progress Chart – IT Dept Indirect Budget November 10, 2016

Program	Code	Total Budget	Expensed to date	Balance	% Expended
IT Systems	1020-15	\$347,888.44	\$31,242.83	\$316,645.61	8.98%
Term Dates	Total Months	Month # for report period	# Months Remaining	% Completed.	Extension Option Y/N
10/1/2016 to 9/30/2017	12	1.5	10.5	13%	N
Comments:					
This is the budget to maintain the IT Department and the IT resources spread throughout tribal offices. The majority of the budget goes to salaries for IT personnel.					

Expenditure/ Progress Chart – IT Dept Indirect Budget Fiscal Year 2016

Program	Code	Total Budget	Expensed to date	Balance	% Expended
IT Systems	1020-15	\$341,878.14	\$366,723.73	\$-24,845.59	107.27%
Term Dates	Total Months	Month # for report period	# Months Remaining	% Completed.	Extension Option Y/N
10/1/2015 to 9/30/2016	12	12	0	100%	N
Comments:					
This is the budget for the fiscal year 2016. This budget is not yet final.					

IT Department Activities:

- As part of KTHA's 30 new homes project, the IT department has run data cabling in the new houses as they are being built. All the IT equipment for this project has arrived. A new steel utility pole has also arrived at the Yreka KTHA office. The KTHA force account crew will install the pole, after which IT will mount the radio equipment and begin providing internet to the homes.
- I have reached out to several vendors that can assist with and improve network security for the Tribe and the Health program. Several hospitals and health centers have recently been targeted by hackers, who steal the health data, and then ransom the information back to the health agency. I have received several quotes for security services, which are under thorough review.

- I'm working with the Dental Department to procure and install a new digital x-ray system. Dental received a grant from HRSA to partially pay for the new x-ray software and hardware. We are currently in the procurement stage of the project.
- New backup software and data storage has arrived and is being tested for the Yreka clinic and the Orleans clinic. Additional storage will be acquired soon for the DNR, KTHA and KCDC offices located in Orleans and Yreka that still need off-site data backups.
- The process to convert the Karuk Electronic Dental Records (EDR) to the version managed by IHS. IHS is underway. The EDR vendor, Henry Schein, has been engaged to start the conversion. The Henry Schein support team contacted us last week, and plans to begin the transition by the first week in November. The IHS EDR support team has also made contact and is preparing our RPMS database to receive the new interface.

Project Title: Áan Chúuphan Internet Service in Orleans

Áan Chúuphan Business status as of October 24:

- 9 anchor institutions are receiving complementary service through the USDA grant
- 104 active customers
- 95 customers have internet access installed
- 9 customers are awaiting radio improvements to receive service

Expenditure/ Progress Chart – Áan Chúuphan Budget November 10, 2016

Program	Code	Income	Expenses	Balance	% Expended
Áan Chúuphan	2661-00	\$59,361.70	\$44,809.32	\$14,552.38	75.49%
Term Dates	Total Months	Month # for report period	# Months Remaining	% Completed.	Extension Option Y/N
10/1/2016 to 9/30/2017	12	1.5	10.5	13%	N
Comments:					
This budget reflects the broadband business operations in Orleans.					

Expenditure/ Progress Chart – USDA Community Connect Grant

Program	Code	Total Budget	Expensed to date	Balance	% Expended
USDA RUS	2061-00	\$1,141,870.00	\$948,411.84	\$193,458.16	83.06%
Term Dates	Total Months	Month # for report period	# Months Remaining	% Completed.	Extension Option Y/N
10/24/2011-10/24/2017	72	61	11	85%	N
Progress Report Due Date	Completed?	Date Completed.	Fiscal Report Due Date	Completed?	Date Completed.

03/31/2017	No		10/17/2017	No	
Comments:					
This grant funds the construction of broadband infrastructure to Orleans.					

Construction Progress:

All construction is complete except for the following:

- The new generator for the Orleans Council Chambers has been installed, but the propane tank that will provide fuel has not yet been installed. The propane tank has been ordered and is expected to be installed later in November. Once the propane is ready, the new generator will undergo testing before being put into readiness. This generator will keep the Áan Chúuphan operational during extended power outages in Orleans.
- The Orleans Community Services District has installed an auto-start generator at the water tank in Orleans. However, a battery backup system needs to be installed at this location to prevent outages during the brief period when power first goes out and the generator is warming up. A battery backup is on order.

Reimbursement Status:

- \$938,345.18 has been spent. \$930,428.00 has been reimbursed.
- Reimbursement request #6 for \$32,563.75 was submitted on August 29. \$32,064.00 was approved on October 12.
- The final reimbursement request needs to be submitted after all expenses are committed, but before November 24. The last day to make purchases on this grant is October 24.

Project Title: Klamath River Rural Broadband Initiative (KRRBI)

Project Management Services:

- 3rd quarter progress report was submitted on October 10, 2016.
- The Certificate of Public Convenience and Necessity, or CPCN, issued to the Karuk Tribe to operate as a phone company in California needs to be revised to allow the Tribe to install facilities and conduct CEQA environmental reviews on non-Tribal land. Marshlian & Donahue have begun work on the CPCN application.

Permitting Services:

- A permit will need to be requested from CalTrans once the CEQA process is complete. We have requested policy information from CalTrans to help with permit application, and we await a response. CalTrans has provided the engineering documents that we requested.
- A right-of-way agreement amendment with Humboldt County for access to install fiber on Humboldt County roads was approved by the Board of Supervisors at their meeting on October 25.
- A proposal was submitted on April 26 to the forestry company Green Diamond Resources for permission to install fiber optic facilities near the Pacific coast in their private land. No response has been received yet.
- A revised proposal to the USDA Forest Service was submitted June 2. No response has been received yet.
- An application to Humboldt County for an encroachment permit was submitted on June 10. Humboldt County acknowledged the application and has started processing.

- A revised proposal to Redwood National Park for additional road access is no longer needed. The park service will most like wait for the NEPA process before approving a permit.
- An application to California State Lands for a permit to cross the Klamath River is being drafted.
- The Karuk Tribe has joined USA North 811, the Call before you dig association.
- An application to the Northern California Joint Pole Association is in progress.

Cultural Review:

- Karuk Tribe THPO has completed the survey for the project.
- Yurok Tribe THPO has begun the cultural work in Yurok ancestral territory. The Yurok Tribe has received the results of a data request to Redwood National Park and is working to complete their review.

Environmental Review:

- The Proponent’s Environmental Assessment (PEA) draft was submitted to the funder, the California Public Utility Commission (CPUC) on October 14. We await comments from the CPUC, and once the final cultural data from the Yurok Tribe has been received, a final version of the PEA will be submitted.
- Once the lead state and federal agencies, the California Public Utility Commission and the Bureau of Indian Affairs, receive and accept the final PEA, a review of the environmental impact of the entire project will commence. A joint NEPA/CEQA document will then be prepared.

Engineering Services:

- The engineering firm selected for the KRRBI project is Trinity Valley Consulting Engineers (TVCE), which has partnered with the engineering firm N-Com. TVCE and N-Com conducted a survey of the route the week of October 17. Work on the initial project plans has started.
- During the engineering survey a couple of potential cost-saving alternatives were identified. These alternatives are being explored before the submission of the PEA. The primary alternative would require a lease to use a PG&E right-of-way. We are waiting for a price quote from PG&E for that lease.
- Wireless engineering primarily consists of distribution for the town of Orick. Three locations have been determined as possible tower sites. The owners of each property were sent a letter to determine if they would be willing to sell or lease the land needed for the tower. We are waiting to hear what kind of responses we receive from these letters.

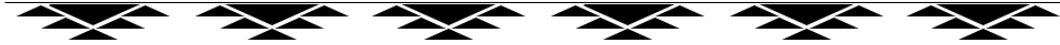
Expenditure/ Progress Chart – KRRBI – California Advanced Services Fund (CASF)

Program	Code	Total Budget	Expensed to date	Balance	% Expended
KRRBI - CASF	6661-00	\$6,602,422.00	\$332,203.20	\$6,270,218.8	5.03%
Term Dates	Total Months	Month # for report period	# Months Remaining	% Completed.	Extension Option Y/N
10/17/2013-10/17/2018	60	36	24	60%	Y
Progress Report Due	Completed?	Date Completed.	Fiscal Report Due	Completed?	Date Completed.

Date					
10/10/2016	Yes		At 25% Expended	No	
Comments:					
This grant expands on the Orleans Broadband Project and partners with the Yurok Tribe to provide internet service to several unserved and under-served communities in Northern Humboldt County.					

Report Attachments:

- Cell phone usage report for October 2016 billing period



KTHA Home Construction Projects

The BOC approved home projects are now moving forward because of the hiring of a Construction Manager that can administer the projects; site visits, scope of work and bidding of the projects. Other construction projects that were currently in process are moving forward with current staff stepping up to help the processes continue.

Karuk Homes I-Yreka

Twice a week I am in the Yreka KTHA office to provide hands on oversight of the LIHTC project. We have daily communions and weekly conference calls with all that are involved. Travois is on-site every two weeks and recently conducted LIHTC training. We have weekly discussions to ensure a successful project.

Wellness Center-Yreka

Work on Phase 2 of the Yreka Wellness Center has begun and there is a work plan in place.

Resident Center-Happy Camp

The site structure is removed to allow work to begin soon.

Meetings

I attended the Yav Pa Anav meeting in Happy Camp on November 8, 2016.

HUD Technical Assistance Request

A request was made to HUD for free on-site technical assistance to provide expert guidance and advice when using the Housing Data Systems software program.

Native Learning Center Technical Assistance Request

A request was made to the Native Learning Center, Seminole Tribe, for free on-site technical assistance to provide Board of Commissioners and staff training.

Staff Management- Staff Meetings

Upcoming staff meetings are being scheduled, one in Happy Camp and one in Yreka.

Open Positions and Interviews

New recruitment efforts are being made. Construction Manager position is filled.

NAHASDA APR

Staff is gathering information to complete the APR for submission by December 29, 2016.

Follow-up Items

We continue to address items as they are brought to our attention.

Tribal Housing Excellence (THE) Academy

We submitted an application in October to be included in Round 2 of the next Academy and have made it to the next level of screening. Below is a program description.

THE Academy brings together eight to 10 Native American Housing Assistance and Self Determination Act (NAHASDA) grantees, such as Tribal/Tribally-Designated Housing Entity (TDHEs), Housing Authorities, Tribal/village housing departments and the Department of Hawaiian Home Lands to learn and apply best practices for developing housing on Native land. The selected organizations will each send two staff people to five intensive week-long trainings held over 18 months. The training topics presented parallel stages of housing development. To maximize the capacity building aspect of the training program, participants work on their pre-identified housing project while they attend THE Academy, giving them real world knowledge of the development process.

In addition, each organization will receive individualized technical assistance and coaching for up to 30 months from RCAC, NCA and consultants, all of whom are experienced in housing development and finance, and organizational management.

Rural Housing Summit 2016

Three KTHA BOC members and I attended the Rural Housing Summit on October 26-28, 2016. Below are some of the activities that I attended.

- **Tribal and nonprofit Roundtable.** *Below are some of the organizations that presented.*
 - California Coalition for Rural Housing
 - California Indian Housing Association
 - Northern Circle Indian Housing Authority
 - Rural Community Assistance Corporation
 - Affordable Housing and Sustainable Communities
 - Tax Credit Allocation Committee
 - California Housing and Community Development
 - Kounkuey Design Initiative
 - Mutual Housing and Low Income Tax Credits presentations
- **Summit Housing Summit** *Below are some of the people, organizations and sessions.*
 - Rachel Iskow, Chairperson, California Coalition for Rural Housing
 - Honorable Cruz Reynoso, Former California Supreme Court Justice
 - The State Housing Plan 2015-2025: Ensuring a Robust Rural Housing Commitment
 - Health Reform and Housing: Using the Affordable Care Act to Fund Housing Services

Upcoming Travel

NAIHC Legal Symposium-December 5-7, 2016

- Attending KTHA Board of Commissioners and staff
 - Charlene Naef, Treasurer
 - Dolores Voyles, Secretary
 - Teresa Valin, Commissioner
 - Sherile Grant, Commissioner
 - Ann Escobar, Assistant Director/Operations Manager
 - Bill Guevara, Executive Director

Tribal Council Resolutions-KTHA Fee to Trust Applications

- New resolutions, with changes, will supersede and rescind previous resolutions.

Karuk Tribe Council Report

From: Laura Mayton

Meeting Date: November 17, 2016

Location: Happy Camp

ACTION ITEMS

I do not have any action items at this time.

CASINO PROJECT FINANCING

The NIGC has determined that the Tribe's agreements with Wells Fargo and PCI are not management agreements. The revised determination letters should be received by the Karuk Tribe on Monday November 14th. The various attorneys for the parties are making sure that all loose ends are tied up, so once we receive the letter, we should only be days away from having funds deposited into our account. Of course, the Karuk Tribal Council will need to meet to approve the loan documents and resolution to waive sovereignty. The Poarch Creek Tribal Council will also need to make final approvals before funds are deposited.

As soon as funds are available, the pace of the project will ramp up significantly.

NEW OVERTIME RULES

On December 1, 2016, new overtime rules go into effect. Beginning on that date, any employee who makes less than \$47,476 per year must be paid overtime. I believe that all Karuk Tribe employees who fall into this category have either been changed to hourly positions or pay increases have been made to meet this standard. I do not know if KTHA or KCDC have any employees who are salaried and make less than \$47,476 per year.

COMPLIANCE

Please remember to send all emails containing documents to be reviewed and/or messages related to contracts to compliance@karuk.us. This email address goes to multiple parties to make sure there is coverage when someone is out of the office.

FISCAL YEAR 2016 AUDIT

Work on the Karuk Tribe's fiscal year 2016 audit continues. Fieldwork for the fiscal year 2016 Karuk Tribe, KTHA, and KCDC audits has been scheduled as follows:

KCDC: December 5 – December 9

KTHA: December 12 – December 16

Karuk Tribe: January 23 – January 27

TERO Department Report – November 2016

Program	Total Budget	Expended to Date	Balance	% Expended
TERO	72,243.00	5079.22	67163.78	7.03%

Casino Project

When we met with Mr. Rose, we were instructed to contact him in November to begin our strategy for recruitment and hiring. I understand that we have more to do to secure our funding so I feel it does not make sense yet to contact him until construction resumes. Once it does I will contact him and plan for our next meeting. I am envisioning that we will invite relevant tribal departments and county workforce stakeholders including COS to begin our strategic planning for recruitment, training and hiring.

Looking forward to being able to watch construction on our “Casino Cam”!

Caltrans Update

Our next Caltrans “Pilot Project” meeting will be November 29th in Willow Creek. We have begun researching construction projects that we might be able to apply Indian preference hiring. We needed clarification on what roads are on our IRR or TTP inventory. It appears that Highway 263 is indeed on our inventory and there is a construction project coming down the pike for work in the Yreka bridge at the conjunction of Hwy 96 and Hwy 263. District 2 Tribal Liaison, Kendee Vance and I thought this construction project would be ideal. We will keep this in mind and look at other options. It could be that the construction projects that we identify could be two or three years out, giving us plenty of time to work through the bureaucracy of Caltrans.

I participated in the statewide Caltrans TERO workgroup conference call to discuss issues with the current Caltrans TERO guidance document. I am continually amazed at their bureaucracy and the multiple levels of oversight and review that they require. Because we do not have a “reservation” the stakes are not as prevalent as our neighboring Tribes but I remain engaged and concerned about the revisions of the TERO Guidance. We need participation from all the

TERO Tribes in the state and concern was expressed regarding Caltrans need to conduct more outreach to these Tribes.

2016 TERO Indian Preference Legal Update

The national Council for Tribal Employment Rights -TERO Legal update will be held December 7 – 9th in Las Vegas, NV. I have talked with identified Council/staff (below) regarding their attendance.

- Councilman Saxon
- House Counsel
- Contract Compliance
- HHS CEO
- TERO Director
- 2 TERO Commissioners

It was discussed that we could work on the WPA after attending sessions and receiving input from the experts that will be in attendance. Dora (HR) will also be in Las Vegas at the same time attending a separate conference and can be available to participate in a WPA revision meeting.

Respectfully request up to two (2) non-employee TERO Commissioners be approved for out of state travel to Las Vegas December 7 – 9 to attend the TERO and Indian Preference Legal Update convention.

EEOC Contract

I have contacted our EEOC contact regarding the reporting requirements of our contract. They have specific forms and I do not know how or where to access them. What is the Council's pleasure regarding submission of EEOC reports. Do you want to review them before they are submitted or should I have House Counsel review them or just submit them?

Storage

TERO has procured the Conex storage container and it is sitting out of view by the generator building. I will be sure to paint it and do what I can to make it blend in better. Yootva for approving this purchase, it will greatly improve the logistics of the TERO office and moral.

Child Care

Fiscal Year	Total Budget	Expended to Date	Balance	% Expended	# of Families Served
CCDF FY 16	76,648.00	2117.00	74,530.00	2.76%	5
CCDF FY 17	117,233.00	0	0	0	0

Child Care Summary

We have yet to receive official notification from DC that our child care funding application has been approved. We have received notification of funding for FY17 so that is a good indication that our plan will be approved.

Our Federal Program Specialist stated that our child care plan is “approvable” it is just going through the process.

Child Care National

We have had our first of many Webinars for the new CCDF regulations. There is a bit of uncertainty in the air regarding CCDF as it appears the President Elect has stated he will issue new legislation changing how the government funds child care. Regardless, I will continue to learn more and become familiar with the new regulations and move forward. There are several areas which will change how the program is administered including but not limited to:

- Health and Safety
- Immunizations
- Eligibility requirements
- Background checks

I will also continue to be involved with the National Indian Child Care Association who is closely watching and learning about all that is unfolding in the child care world.

Child Care State

Our next Tribal Child Care Association of California (TCCAC) meeting is scheduled for January.

The child care center standards that our association has developed have been completed and approved by TCCAC. Our next steps is to pilot the standards at tribal centers to understand how they can be implemented. We have two tribes that will be piloting the standards for us. In addition, the California Department of Education (CDE) is “cross walking” our standards and comparing them to the statewide Quality Rating and Improvement system to see where our standards fall within the rating system. Also, the Indian Health Service (IHS) is creating a checklist tool for monitoring for the standards when they are being used to guide tribal child care centers.

Child Care Local

I currently have 5 new applications pending approval for the child care program. These will double the number of families served. I need our plan approved by the Feds to move forward but I have communicated with the applicants and have pre-approved their applications pending our plan approval. I have given them the paperwork to get their child care providers signed up and registered.

I am expecting more applications to come in.

I have requested existing program participants to recertify their eligibility using the new sliding fee scale that determines their parent co-pays (if any). The new sliding fee scale makes the parent co-pay more affordable and computed in a way that most families who have been in the program will pay less than in the last cycle.

Respectfully Submitted,

Dion Wood

Education Department Report – November 2016

Grant	Total Budget	Expended to Date	Balance	% Expended
BIA	61,200.00	2,282.86	58,917.14	3.73%
NYCP	117,953.00	4,436.72	113,516.28	3.76%

Summary

The Financial Aid/Scholarship Night scheduled at the Yreka Computer Center on November 2, needs to be rescheduled.

Currently, there are 2 tutors in Happy Camp and 2 tutors in Yreka. There was a discussion in requesting more hours for the tutors per week to assist students. This of course will need to be further discussed with the TANF department, whether the tutors could increase to 30 hours per week. There is always room for more tutors at the schools as funding is available.

The new Yreka Student Support Coordinator, Elaine Randolph has been working within the Yreka High School assisting students in getting tutoring assistance. She has assisted and called parents to attend Yreka Karuk Education Open House, which had a wonderful turn-out.

The Yreka Karuk Education Open House had the full Education Program Staff in attendance along with the Darryl McBride, Compliance Officer and Angela Baxter, AOD Counselor. Food drinks, and door prizes were provided to the 25 participants. 5 students signed up for the Karuk Youth Leadership Council. A power point presentation was given by Elaine Randolph and Cassidy Little discussing services provided by the Education Program. Afterwards, a discussion was facilitated to get feedback and suggestions from the parents and students. Surveys were given to parents and students, which 4 parent surveys and 7 student surveys were returned.

I was able to meet the Happy Camp High School Principal, Steve Vanert and invited him the upcoming Education Committee Meeting for November 16.

Cassidy Little has transitioned to a work space at the Happy Camp Computer Tech Center. She plans to highlight a career and college each month. She was also invited by the principal Steve to decorate a bulletin board in the High School hallway regarding Karuk Education and Culture.

The last Karuk Community Flag Football game will be held November 11.

The Happy Camp High School will be having their Title VII Meeting on November 17th at 5:30PM

SOU Preview Day has been scheduled for November 18. Due to the schools affiliation, the principal felt it was necessary to ensure safe transportation by providing a bus to transport the students. He just asks

for assistance such as sharing half the costs of transporting the students. 16 students signed up to attend in which 13 were eligible to attend, by meeting school eligibility requirements. All students must have a signed permission slip and an updated list sent to the Principal upon the day of departure.

As the new Education Program Coordinator, I felt it is necessary to hold Team meetings with the education staff on a regular basis to ensure grant requirements are being met.

Respectfully Submitted,

Rose Butterfly