Duke Creek Restoration Project Bid Package

Dear Interested Party:

Sealaska Corporation is soliciting bids for work associated with the Duke Creek Restoration Project. The Duke Creek Restoration project area is located on Prince of Wales Island north of the community of Klawock. The project can be accessed by travelling north from the Klawock Airport on Klawock Highway (AK State Hwy 929) for 5.1 miles and turning left onto an abandoned Sealaska logging road. The restoration work will take place within a young-growth stand approximately 200 acres in size harvested in 1980 and previously treated in 1996. Treatments planned for this project will occur over approximately 15.5 acres of riparian area to enhance existing suppressed conifer growth and understory vegetation.

Project Description: Duke Creek Restoration Project – 15.5 acres

This project involves riparian forest treatments including cutting overstory alder to create discrete conifer release gaps around existing suppressed conifers. Work will be completed by ground crews using handtools (chainsaws). The restoration objectives are to release and enhance the growth of existing suppressed conifers, accelerate the development of a greater conifer component within the riparian stand, improve understory forage production and winter habitat conditions for Sitka black-tailed deer, and increase the long-term potential for large wood recruitment to Duke Creek to support high-quality salmon habitat.

Bid Items: All items will have access/rehabilitation requirements

Item #1: Complete approximately 15.5 acres of conifer release gap riparian forest treatments using handtools (chainsaws) with a mix of tree felling, girdling, and slash treatment. Complete site rehabilitation and cleanup.

Insurance Requirement

The successful bidder must secure and maintain comprehensive General Liability insurance coverage in the amount of, not less than, one million ($1,000,000.00) per occurrence and, not less than, two million ($2,000,000.00) aggregate. Said policy will include Sealaska as an additional insured. A copy of said policy coverage must be provided prior to the contract being executed. The Contractor shall also maintain statutory Workers' Compensation insurance, Automobile Liability insurance, and Loggers Broad Form D Property Damage insurance, each with minimum limits of one million dollars ($1,000,000.00).

Language Requirement

The successful bidder must have at least one person fluent in the English language to be present onsite when any work is taking place.

Period of Performance

The project can be started anytime following contract signing as weather conditions allow, and must be completed by October 31, 2026.

Risk to Bidders

Bidder assumes all risk to the accuracy of their bid. Sealaska will not warranty work not identified in the proposal package. Bidder must take responsibility for verifying proposed work.

Certification for work on Federal Agreements/Funding

Successful bidder must certify that they are eligible to work on federal agreements and receive federal funding meaning they are not disbarred, suspended, or other. This requirement applies to all subcontractors and individuals who work under any contract with Sealaska for this work.

Operations Plan

An Operations Plan must be included with the bid to assist Sealaska in the decision-making process for determining the contract award. This Operations Plan will become part of the formal Agreements once approved by Sealaska and any changes must be approved by Sealaska in writing. The plan must include the following:

- **Work Plan and Schedule**: The plan must show how the Contractor plans to complete the contract by the termination date, ensuring alignment with all tasks outlined in the Schedule of Items and in accordance with the Project Specifications. This includes a timeline for all major activities and needs for implementation of the project including pre-work documentation and requirements, mobilization/demobilization logistics, estimated number of acres completed per day, compliance with environmental regulations, and site rehabilitation.

- **Key Personnel List and Description:** Contactor shall provide a list and contact information for all individuals that will be involved in completing implementation of the project and the titles, roles, and responsibilities of each. This list shall include, at a minimum, a Project Manager and designated alternate, as applicable, who will be onsite during all project activities and has full authority to act for the Contractor on all contract matters relating to this project. Demonstrated understanding of basic forest structure and metrics including canopy structure, tree and live crown height, and understory forage cover is preferred.

- **Equipment and Materials List**: This should include all equipment and materials needed to complete the project and in what capacity each piece of equipment will be utilized.

- **Quality Control Plan**: This includes details of how the Contractor and its operators will ensure high quality work, adhere to contractual requirements, and address any deficiencies with its operations.

Pre-work Meeting and Equipment Inspections

Successful bidders will be required to attend a pre-work project meeting with Sealaska. All equipment must be inspected and approved for work prior to being allowed on project site.

Bid Procedures

All bid packages must include the attached Bid Form and be received by Sealaska by close of business on **September 18, 2026**. All bidders will receive notification from Sealaska via email that their bid has been received.

Please send all bids to Scott Leorna, Sealaska Habitat Restoration Specialist at scott.leorna@sealaska.com and Jason Gubatayao, General Manager Natural Resources at jason.gubatayao@sealaska.com with subject line "*Bid for Duke Creek Project Riparian Forest Thinning Work*".

Bid Selection

Sealaska will make a tentative bid selection and notify the selected bidder within two weeks of bid-closing. Bids will be evaluated and considered at the sole discretion of Haa Aani, LLC, a wholly owned holding company representing Sealaska Corporation's Natural Resources Department.

For More Information

Please contact:

Scott Leorna, Sealaska, Habitat Restoration Specialist
(scott.leorna@sealaska.com) - (907) 987-5382

Jason Gubatayao, Sealaska, General Manager Natural Resources
(jason.gubatayao@sealaska.com) – (907) 225-9444

Bid Form for Duke Creek Riparian Forest Thinning Restoration Project

Bid Items:

Item #1: Complete approximately 15.5 acres of conifer release gap riparian forest treatments using handtools (chainsaws) with a mix of tree felling, girdling, and slash treatment. Complete site rehabilitation and cleanup.	$__________ per acre
	TOTAL Bid for Project (Price per acre X 15.5 acres) = $_____________

Name of Bidder/Company: ____

Address: ____

Phone: ______________________ Email: ______________________

By signing below, I certify that I understand this bid to be a biding proposal for the work items and I assume all responsibility for the accuracy and completeness of this bid.

Signature: ____________________________ Date: ______________________

Duke Creek Restoration Project
Scope of Work/Schedule of Items/Project Specifications

1. General Information

The Duke Creek Watershed Restoration Project is located on Sealaska Corporation (Sealaska) lands, on Prince of Wales Island near Klawock, Alaska. This project is a second-entry treatment within a young-growth stand approximately 200 acres in size originally harvested in 1980 and previously treated in 1996. The forest restoration design for this project will implement conifer release gap treatments to remove overstory alder around existing suppressed conifer and will be completed with ground crews and handtools (chainsaws). Total area to be treated includes approximately 15.5 acres. The restoration objectives are to release and enhance the growth of existing suppressed conifers, accelerate the development of a greater conifer component within the riparian stand, improve understory forage production and winter habitat conditions for Sitka black-tailed deer, and increase the long-term potential for large wood recruitment to Duke Creek to support high-quality salmon habitat.

1.1. **Period of Performance (POP)**: The project can be started anytime following contract signing as weather conditions allow, and must be completed by October 31, 2026. Coordination with Sealaska is required prior to performance.

Period of performance: Date of Award through October 31, 2026.

1.2. **Project Location and Access**:

1.2.1. The Duke Creek Restoration project is located 5.1 miles north of the Klawock Airport with the target young-growth stand bisected by the Klawock Highway (AK State Hwy 929) (Figure 1).

1.2.2. There are two primary parking locations at entrances of closed Sealaska roads with one on the west side of the highway at the northern portion of the stand and one on the east side of the highway at the southern portion of the stand. Vehicles staged at the north location must not block equipment access for other ongoing work that may coincide with operations.

1.3. **Work Schedule**: Contractor shall provide a work schedule five (5) business days prior to start of performance, for all work to be performed during performance. The work schedule shall outline, at a minimum, completion dates of major tasks/objectives as outlined in section 2 below. The Contractor shall provide an updated work schedule during performance for any major shifts in dates of completion to the DI and Sealaska within two (2) business days of deadlines.

2. Project Administration

2.1. **Outline of Services**: The Contractor shall furnish all labor, supervision, management, tools, materials, equipment, facilities, transportation, and other items necessary to provide the services outlined below and described in this Performance Work Statement (PWS).

2.2. **Contract Administration**: The Contractor shall supervise its own personnel, but the decisions as to which part(s) of the Work shall be done at a given time, and at which locations they shall be carried out, shall be made by Sealaska personnel or their designated representative(s) who are present to give those instructions. Sealaska personnel will not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn, is responsible to Sealaska.

2.3. **Work Plan and Schedule**: The Contractor shall adhere to the Work Plan and Schedule included in the approved Operations Plan. The plan must show how the Contractor plans to complete the contract by the termination date, ensuring alignment with all tasks outlined in the Schedule of Items and in accordance with the Project Specifications. This includes a timeline for all major activities and needs for implementation of the project including pre-work documentation and requirements, mobilization/demobilization logistics, estimated number of acres completed per day, compliance with environmental regulations, and site rehabilitation. The Contractor must follow this approved plan and schedule throughout the project, and any changes to the plan must be approved in writing by Sealaska.

2.4. **Service Interruptions**: If any services must be interrupted (even temporarily) due to maintenance of contract work, the Contractor shall notify designated Sealaska personnel at least three (3) working days in advance. If the service is due to an emergency breakdown the Contractor shall notify designated Sealaska personnel as soon as practicable.

2.5. **Post Award Conference/Periodic Progress Meetings**: The Contractor agrees to attend any post award conference convened by Sealaska. Sealaska personnel and/or Designated Inspectors (DI) for Sealaska shall meet periodically with the Contractor to review the Contractor's performance. At these meetings, Sealaska personnel and/or DI(s) will apprise the Contractor of how Sealaska and/or DI(s) views the Contractor's performance, and the Contractor will apprise Sealaska and/or DI(s) of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues.

2.6. **Project Manager (PM)**: The Contractor shall provide a PM and designated alternate, as applicable, who has full authority to act for the Contractor on all contract matters relating to this contract. The PM or alternate shall be on-site during agreed-upon working hours and shall be available on-site within one hour after the agreed-upon working hours. The Contractor’s representative and alternate(s) must have a minimum of mid-level management, supervision, and operational experience, as well as be able to read, write, speak, and understand English. Notify Sealaska and any DI(s) at least 10 workdays in advance of any subsequent change of personnel in this position. Replacement personnel shall have the same level or better experience as the person being replaced.

2.7. **Designated Inspector (DI)**: One or more DI(s) may be assigned to this contract by Sealaska to monitor all technical aspects and assist in contract administration. The DI(s) may be authorized to perform the following functions: Assure that the Contractor performs the technical requirements of the contract; perform inspections necessary in connection with contract performance; maintain written and oral communication with the Contractor concerning technical aspects of the contract; issue written interpretations of technical requirements (without increasing or decreasing contract scope), including contract drawings, designs, and specifications; monitor Contractor's performance and notify both Sealaska and Contractor of deficiencies. The DI(s) is not authorized to change any of the terms and conditions of the contract or any task order.

2.8. **Quality Control Plan (QCP)**: The Contractor shall develop and maintain an effective QCP to ensure services are performed in accordance with (IAW) this PWS. The QCP must be forwarded to and accepted by Sealaska. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of deficiencies. The Contractor's QCP is how the Contractor assures that the work complies with the requirement of the contract. The QCP shall be provided to Sealaska within 10 days after contract award. After acceptance of the QCP the Contractor shall receive Sealaska acceptance in writing of any proposed change to the QCP.

3. General Provisions

3.1 **Compliance with Sealaska Land Use Requirements:** The Work will be performed on Sealaska land, which has consented to and will be cooperating with the Work. The Contractor is authorized to use Sealaska's roads and right-of-way in the immediate project area for performance of work under this contract and shall comply with all Sealaska lands, roads, and right-of-way policies and applicable state and federal laws and regulations concerning the use of, and presence of the Contractor's personnel on Sealaska land. Contractor shall be responsible for knowing the boundaries of Sealaska's lands, roads and rights-of-way and shall not trespass on the property of third-parties. Sealaska expressly makes no warranties nor representations, written or oral, regarding the condition of any lands, roads and rights-of-way. Contractor uses such lands, roads and rights-of-way at Contractor's own risk.

3.2 **Communication Requirements:** The Contractor shall maintain a reliable means of two-way communication throughout the duration of the project. The Contractor is required to have, at a minimum, a satellite phone, Starlink, or other reliable communication systems approved by Sealaska for the duration of the work. This communication system must be capable of continuous contact with designated personnel, including the DI(s) and other relevant parties, to report any issues, delays, or emergencies that may arise. The Contractor shall ensure that communication devices are tested prior to mobilization and that they remain operational for the entirety of the project.

3.3 **Personal Protective Equipment Requirements:** Contractor shall supply personal protective equipment (PPE) to all employees engaged in services under this contract, including equipment for eyes, face, head, and extremities which shall be used and maintained in a sanitary and reliable condition wherever it is necessary by reason of hazards or processes encountered which may cause injury or impairment in the function of any part of the body. Defective or damaged personal protective equipment shall not be used. All PPE shall satisfy the following requirements:

3.3.1 In any area where the worker is exposed to the potential for flying or falling objects, the contractor shall provide a hard hat, at no cost to the employee, and the contractor shall assure that the employee wears the hard hat. The hard hat must meet the minimum requirements of American National Standards Institute (ANSI) standard Z89.1-1997.

3.3.2 Contractor shall provide, at no cost to the employee, eye protection where there is potential for eye injury due to flying objects. This eye protection must meet the minimum requirements of ANSI standard Z87.1-2003.

3.3.3 Contractor shall provide chain saw chaps to each employee who operates a chain saw, at no cost to the employee. These chaps must be approved by an Underwriters Laboratory or meet FS specification 6170-47. The chaps shall cover the full length of the thigh and shall extend to the top of the boot on each leg.

3.3.4 Contractor shall ensure that each employee wears foot protection that provides adequate traction and ankle support. Employees operating chain saws shall wear foot protection that is constructed with cut-resistant material which will protect the employee against contact with a running chain saw.

3.3.5 Contractor shall provide, at no cost to the employee, hearing protection where there is a potential for hearing loss due to high intensity noise.

3.4 **Bio-based Materials**: Contractor shall utilize products made from bio-based materials (e.g., bio-based cleaners, degreasers, toilet bowl cleaners, hydraulic fluid, chainsaw bar oil, etc.) to the maximum extent practical without jeopardizing the intended use or detracting from the overall quality delivered to the end user or potential harm to surfaces. The Contractor shall submit a list indicating the name of the manufacturer, brand name, Safety Data Sheets (SDS), and intended use of each product used in the performance of this contract ten (10) working days prior to start of performance.

3.5 **Equipment**: All Contractor provided and utilized equipment shall meet the following requirements.

3.5.1 All equipment and vehicle staging, cleaning, maintenance, refueling, and fuel storage shall be 50 feet or more from any stream, waterbody, or wetland or at locations pre-approved by Sealaska.

3.5.2 All equipment shall be spray washed to remove oil, grease, soil, and potential noxious weed seeds. Equipment will be inspected by a DI prior to mobilization onto Sealaska lands.

3.5.3 All equipment and vehicles shall be in good working condition and free of leaks of lubricants, fuel, coolants, and hydraulic fluids. Approved oil absorbent pads shall be provided under all equipment and vehicles being serviced or fueled. Equipment will be inspected when it is delivered to the worksite. Equipment must conform with the submitted Proposed Equipment evaluation criteria.

3.6 **Notice to Proceed:** Request to start Work with a Notice to Proceed to Sealaska, which will respond in writing within seven (7) days.

3.7 **Fire Prevention**: Contractor shall comply with all fire prevention measures described by law or in Exhibit B, and failure of Contractor to conform to such measures shall be treated as a material breach of this Contract. Contractor shall maintain safety equipment in good working condition.

3.8 **Disposal of Waste Material**: Contractor shall be responsible for the removal and proper disposal of all waste material generated during the performance of this contract from Sealaska lands.

3.9 **Work Inspection:** All work will be inspected and approved by Sealaska before invoicing will be accepted and processed for payment. Contractor may request inspection by Sealaska of work completed on a monthly basis, who in turn, will have 30 days to complete an inspection to determine whether the area of work submitted satisfies contract specifications and can be invoiced, or any necessary corrective actions Contractor must make before requesting re-inspection.

3.10 **Payment Schedule:** Sealaska will process complete and valid invoices on a net-30-day basis from the date of receipt. Invoices will be accepted only upon completion and approval of the corresponding service items, as confirmed through successful inspection by Sealaska personnel. Invoices must include at a minimum the number of acres deemed satisfactorily completed by Sealaska inspection, the price per acre agreed upon in the accepted bid and resulting contract including any deductions (see Section 6.1.3.10; Table 3), and the total payment being invoiced.

3.11 **Self-Certification Regarding Debarment, Suspension, Ineligibility, or Voluntary Exclusion:** Contractor is required to self-certify, by submission of Form AD 1048, that neither it nor its principals are currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency to participate in any work upon federal land.

4. Scope of Work

The Contractor will be responsible for the following tasks (See SCHEDULE OF ITEMS AND PROJECT SPECIFICATIONS below for detailed specifications).

4.1. **Riparian conifer release gaps**: The Contractor will be responsible for completing approximately 15.5 acres of conifer release gap riparian forest treatments using handtools (chainsaws) with a mix of tree felling, girdling, and slash treatment. Complete site rehabilitation and cleanup.

4.1.1. The Contractor is responsible for the mobilization and demobilization of all necessary equipment, materials, and personnel to and from the project site. This includes pre-work requirements including an approved operations plan, obtaining necessary permits, transportation logistics, setting up a project base, and restoring the site post-project.

5. Schedule of Items

Item Number	Description	Unit of Measure	Estimated Quantity	Unit Price $	Total $
1	Complete all pre-work requirements and mobilize to project site. Complete approximately 15.5 acres of conifer release gap riparian forest treatments using handtools (chainsaws) with a mix of tree felling, girdling, and slash treatment. Complete site rehabilitation and cleanup and demobilize from project site.	Per Acre	15.5	TBD	TBD

6. Project Specifications

6.1. **Item #1:** Complete all pre-work requirements and mobilize to project site. Complete approximately 15.5 acres of conifer release gap riparian forest treatments using handtools (chainsaws) with a mix of tree felling, girdling, and slash treatment. Complete site rehabilitation and cleanup and demobilize from project site.

6.1.1. **Pre-work Documentation and Requirements:** The Contractor shall submit all required pre-work documents within listed timelines outlined below and receive approval from Sealaska to proceed. Below is a list of all documents outlining each objective and due date.

Table 1. Pre-Work Documentation and Requirements

Section	Document	Objective	Due
Page 2	Approved Operations Plan	Document specifying Contractors work plan, schedule, personnel, equipment, and quality control plan	10 working days prior to commencement of work
3.4 3.5	Bio-Based Materials Listing	Notification to Sealaska of bio-based items being used during performance	10 working days prior to commencement of work
3.6	Notice to Proceed	To notify Sealaska when the Contractor shall be on site performing work.	7 working days prior to commencement of work

6.1.2. **Mobilization:** The Contractor is responsible for transporting, assembling, and installing all necessary equipment, materials, and personnel at the project site. This includes obtaining all required permits, coordinating transportation logistics for personnel and equipment, and setting up a project base of operations. The Contractor shall capture all costs associated with mobilizing to the project location. Contractor shall comply with all general provisions relating to use of roads (Section 3.1), personal protective equipment (Section 3.3), materials (Section 3.4), and equipment (Section 3.5), and obtain any necessary approvals for access.

6.1.3. **Riparian conifer release gap forest treatments:** This project uses an adaptive prescription in which the Contractor selects conifer release gap locations and sizes based on existing forest conditions or as directed by DI(s). All decisions as to which treatments to apply and their specifications shall align with the following guidelines:

6.1.3.1. **Conifer release gaps:** Conifer release gaps shall only be created by cutting overstory alder (no conifer should be cut) and should only be placed where there is existing suppressed conifer. The size of conifer release gaps is based on the area of alder canopy removed and shall be between 0.25 and 0.5 times dominant alder tree height in diameter with all alder greater than 2 feet tall either cut or girdled (see Section 6.1.3.3). Where individual conifer release gaps overlap, resulting cluster openings should remain less than 1 times dominant alder height in diameter and be separated from adjacent conifer release gaps or clusters by at least 0.25 times dominant alder height. Dominant or co-dominant conifers should be retained in the riparian area and ignored for release gap placement.

6.1.3.2. **Buffers and Exclusion Zones:** Several exclusion areas where there shall be no treatment will be clearly marked and shown on maps provided to Contractor. These include but are not limited to a 2 meter (~6.5 foot) no-cut buffer along stream banks, untreated control long-term monitoring plots (see Section 6.1.3.5), and areas pre-determined to not require treatment. Any felled trees and associated slash that may fall within these zones must be removed. Any cutting or encroachment into buffers or exclusions zones constitutes nonconforming work and may require corrective action or pay deductions (Table 3).

6.1.3.3. **Cutting and Operational Guides:** Directional felling should be used to avoid damage to residual conifers (leave trees). Trees should generally be felled away from buffers, exclusion zones, and conifer release gap centers to maximize wildlife access, unless site or operational constraints prevent it. Trees shall be cut from below the lowest live limb with stumps not to exceed 2 feet above the ground. No cut trees shall be left leaning defined as being supported from falling by any portion of residual trees. Felled trees shall not be left outside the boundaries of Sealaska's property nor on or near open roads (including ditches and fill slopes) or improvements including culverts (see Section 6.1.3.4). If alder cannot be felled without causing significant damage to residual conifers, Contractor may elect to girdle alder. Girdling shall be completed by shaving the entire circumference of the bole completely severing the cambium below the lowest live limb while not damaging the structural stability of the tree.

6.1.3.4. **Slash Treatment:** Slash (felled trees) shall be cut so any portion of the bole of the tree rests on the ground if feasible and shall not exceed 2 feet high as measured by the bottom surface of any part of the bole perpendicular to the ground surface. The Contractor may use their discretion as to whether to limb, cut log into sections, or a combination to meet this requirement. Slash 50 feet upslope/upstream of a culvert, bridge, or water control structure shall be treated or removed to prevent blockage of nearby water passage structures. Slash shall be cleared from roads and roadside ditches, established trails, or other areas as necessary for access or safety, or as directed by DI(s). Where slash treatment is conducted along roads, slash shall be piled or moved to facilitate wildlife escape from roadways. Such escape pathways shall be at least 4 ft wide at least every 100 ft of road length.

6.1.3.5. **Special Considerations:** There are long-term monitoring plots established throughout the stand which will be clearly marked and shown on maps provided to Contractor. There are two monitoring plot types including (1) untreated plots which will be included as exclusion zones (see Section 6.1.3.2), and (2) treatment plots at which treatments following the above guidelines and specifications may occur. For treatment plots, special considerations in addition to the guidelines and specifications described above include: (a) no tree shall be cut that has a camera trap mounted to it (generally mounted ~1-4 feet off the ground with a steel security box and cable lock around the tree), and (b) slash or other debris in front of the camera within 20 feet must be removed as to not obstruct the camera's field of view. Failure to meet these special considerations constitutes nonconforming work and may require corrective action or pay deductions (Table 3).

6.1.3.5.1. **Discovery, Reporting, and Avoidance of Sensitive Species**: Contractor shall avoid impacts to sensitive wildlife species and habitats, including but not limited to federally or state-protected species. If sensitive species, nests, dens, roosts, or other indicators of protected wildlife are known or discovered within or adjacent to the project area, Contractor shall immediately notify Sealaska and implement avoidance measures as directed. For bald eagles, Contractor shall follow the U.S. Fish and Wildlife Service (USFWS) National Bald Eagle Management Guidelines (2007), Category C – Timber Operations and Forestry Practices, and any applicable updates. Work timing, methods, or locations may be modified to prevent disturbance to nesting adults or young.

6.1.3.6. **Inspections:** Inspections will evaluate compliance by confirming that at least 90% of observed decisions (e.g., gap placement and size, girdling/slash treatment) fall within prescribed rules and specifications described above, that 100% of protected areas and buffers are maintained, and that operational quality standards (e.g., directional felling, residual damage limits) are met. Work will be accepted when field decisions fall within prescribed ranges and the resulting pattern of gaps reflects the intent of the prescription. If inspections identify deficiencies, either (1) more than 10% of sampled decisions falling outside the prescription rules, (2) any violation of protected areas, or (3) operational impacts exceeding specified limits, Contractor must perform corrective actions at their sole expense to conform with project specifications or as deemed necessary by DI(s) which may include selective recutting, additional thinning, repairing damage, or slash treatment before requesting re-inspection. Work that exceeds prescription limits that cannot be corrected (e.g., over-cutting, oversize gaps, buffer violations) is nonconforming. When irremediable nonconformance is identified, the acre(s) containing the deficiency may be excluded from payment. Sealaska may, at its sole discretion, alternatively apply the following deductive schedule to the affected area:

6.1.3.6.1. Minor exceedance (within 10% beyond a limit and no sensitive-area impact): up to 10% pay deduction for the affected acre(s).

6.1.3.6.2. Moderate exceedance (10–25% beyond a limit or minor protected-area encroachment without resource damage): up to 25% pay deduction for the affected acre(s).

6.1.3.6.3. Severe exceedance (>25% beyond a limit, or any buffer/stream violation with resource impact): up to 100% pay deduction for the affected acre(s).

6.1.3.7. Acceptance and payment apply only to conforming work.

6.1.4. **Demobilization:** Upon project completion, the Contractor shall remove all equipment, tools, and materials from the site. This includes proper disposal or storage of all items as required. Additionally, the Contractor is responsible for restoring any temporary staging or storage areas and ensuring the project site is returned to pre-project conditions, where feasible. All demobilization activities must be conducted efficiently and in accordance with applicable timelines and regulations.

7. Quality Assurance Surveillance Plan:

Table 3. Quality Assurance Surveillance Plan

Task	Section	Measurement Method	Allowable Performance Deviation	Remedy / Corrective Action
Mobilization	3.1 3.4 3.5 6.1.2	DI will visually inspect prior to starting and during performance of work	0% deviation (100% compliance required)	All materials and equipment requirements shall be flowed.
Adaptive Prescription Decision-Making *(tree selection, gap placement, gap sizing)*	6.1.3	DI(s) shall visually inspect field decisions through plot checks, transects, and operational observations.	≤ 10% of sampled decisions may fall outside prescription rules (≥ 90% compliance required)	Contractor shall perform corrective actions at their sole expense, including selective recutting, additional thinning, damage repair, or slash treatment, as directed by DI(s), prior to re-inspection.
Protection of Sensitive Areas *(buffers, stream zones, designated retention)*	6.1.3.2 6.1.3.5	DI(s) shall inspect all protected areas and buffers to verify full compliance.	0% deviation (100% of protected areas and buffers must be maintained)	Any violation constitutes nonconforming work. If correctable, Contractor must repair at their sole expense before re-inspection. If not correctable, affected acre(s) may be excluded from payment, or deductions may be

				applied per tiered schedule.
Operational Quality (cutting, directional felling, residual damage limits)	6.1.3.3	DI(s) shall visually inspect felling quality, damage levels, and compliance with operational limits.	Must meet all operational quality standards; minor deviations addressed at DI(s) discretion.	Contractor must rework nonconforming operational issues at their sole expense (e.g., recutting, remove damaged trees, correct slash) prior to re-inspection.
Irremediable Nonconformance (over-cutting, oversized gaps, buffer encroachments, decisions outside allowed ranges that cannot be corrected)	6.1.3.6	DI(s) shall map affected acre(s) and determine if deficiencies are correctable.	No deviation allowed for uncorrectable over-cutting or protected-area impacts.	If uncorrectable: Affected acre(s) may be excluded from payment or, at Sealaska's discretion, the following tiered deduction may be applied: • *Minor exceedance* (≤10% beyond limit, no sensitive-area impact): up to 10% deduction for affected acre(s). • *Moderate exceedance* (10–25% beyond limit, or minor protected-area encroachment without resource damage): up to 25% deduction for affected acre(s). • *Severe exceedance* (>25% beyond limit, or any buffer/stream violation with resource impact): up to 100% deduction for affected acre(s).
Acceptance & Payment	3.9	DI(s) review of full unit,	Payment applies only to	Nonconforming acres receive no payment,

	3.10 6.1.3.6	decision-logic compliance, protected-area compliance, operational standards, and spatial pattern outcome.	conforming acres.	subject to Sealaska's discretion under the tiered-deduction schedule above.
Demobilization	3.1 3.8 6.1.4	DI shall inspect all project sites and roads during de- mobilization	5% deviation of overall project sites and roads used	Re-work sites/roads to comply with all Sealaska lands, roads, and right-of-way policies and applicable state and federal laws and regulations prior to final invoice submittal.

8. Definitions, Acronyms, and Applicable Publications

Contractor: A supplier or vendor awarded a contract to provide specific supplies or service to Sealaska Corporation. The term used in this contract refers to the prime Contractor.

Nonconforming Work: Work that fails to meet contract requirements, including decision-rule violations, operational impacts exceeding limits, or damage to protected resources. Nonconforming work must be corrected where feasible; if not feasible, the work is excluded from payment or subject to deductive adjustments.

Deliverable: Anything that can be physically delivered but may include non-manufactured things such as meeting minutes or reports.

Designated Inspector: An individual(s) appointed by Sealaska to monitor and ensure compliance with the terms of a contract on a specific project, essentially acting as the on-site representative of Sealaska who verifies the Contractor is meeting all contract specifications and quality standards. The DI(s) is not authorized to change any of the terms and conditions of the contract or any task order.

Equipment: A tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale and does not ordinarily lose its identity or become a component part of another article when put into use. Equipment does not include material, real property, special test equipment or special tooling.

Non-Personal Services: The personnel rendering the services are not subject, either by the contract's terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between Sealaska and its employees / representative(s). Non personal service contracts are authorized by Sealaska under general contracting authority, and do not require specific statutory authorization.

Quality Assurance: Sealaska Corporation procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

Corrective Action: Any action the Contractor must perform, at their sole expense and as directed by DI(s), to bring nonconforming work into compliance with contract requirements before re-inspection.

Irremediable Nonconformance: A deficiency that cannot be feasibly corrected to meet contract requirements (e.g., over-cutting, oversize gap creation, removal of required leave trees, buffer encroachment). Irremediable nonconformance results in exclusion of affected acre(s) or deductive payment adjustments as described in the contract.

Quality Assurance Surveillance Plan: An organized document written by Sealaska specifying the surveillance methodology used for surveillance of Contractor performance.

9. Appendices

Exhibit A: Figure 1 Project Area Map	1 Page
Exhibit B: Fire Prevention Requirements	2 Pages

EXHIBIT A – Project Area Map

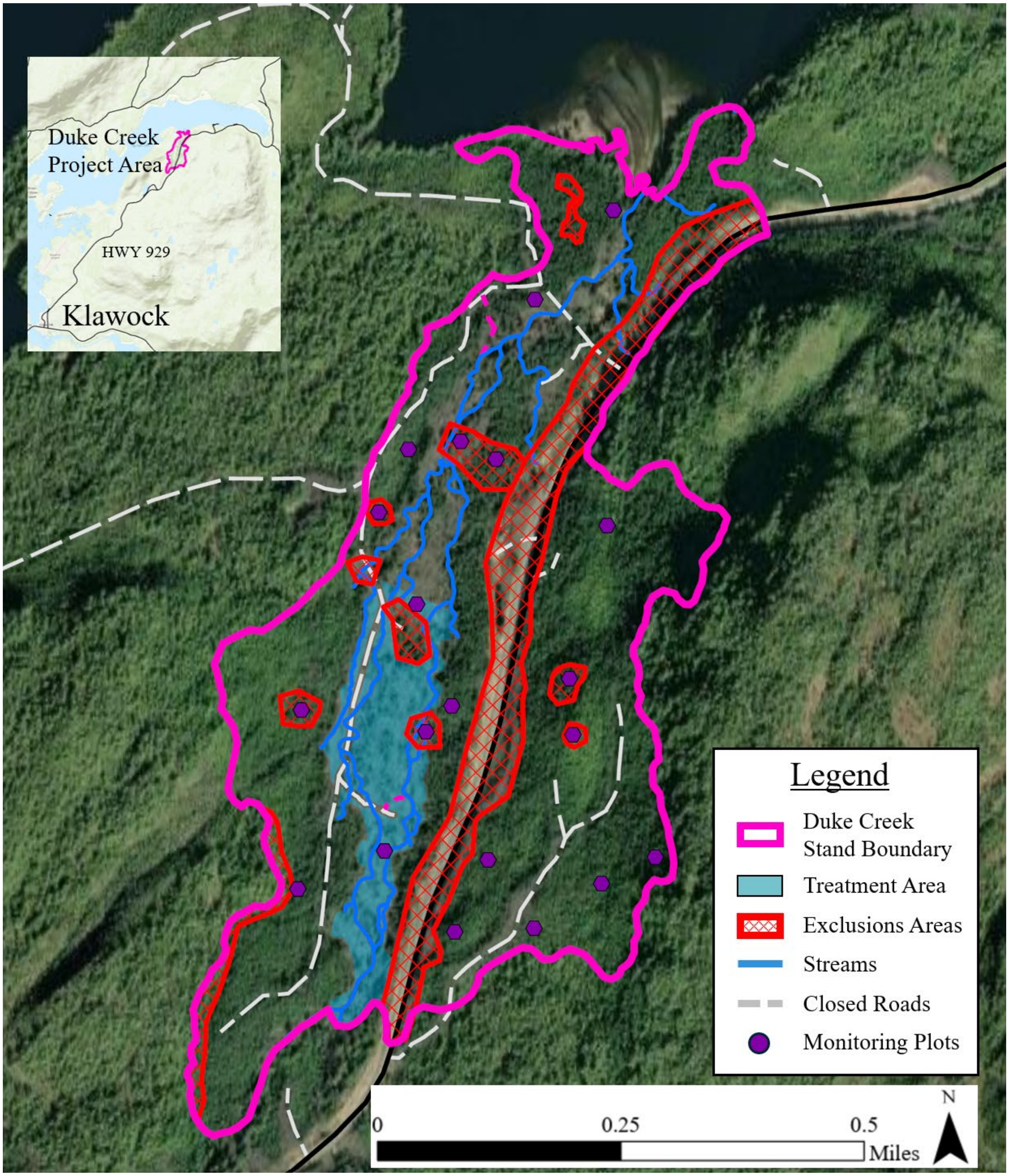

EXHIBIT B – Fire Prevention Requirements

1. Fire Tools. Contractor shall furnish fire tools to equip all workers under Contract at each separate work site. Tools shall be in serviceable condition and kept in a weather tight fire toolbox marked "Fire Tools Only". Box must be sealed, and contents listed inside. Kinds of tools:

	No. of Men Working in Area:			
Tools:	1-4	5-9	10-15	16-20
Axe, d.b., chopping, 32" Min. Handle	1	1	2	3
Shovels, L.H., R.P. #0 or larger	1	3	6	7
Pulaski-32" min. handle	2	3	7	10
File 10"-mill bastard. Pumps, backpack cans	1	1	1	2
5 gals. filled w/water adjacent to tool box	1	2	2	3

2. Smoking and Fire Restrictions. During fire season, no smoking, or fires in the forest. No smoking while traveling.

3. Spark Arresters and Mufflers Must be Maintained. Each internal combustion engine shall be equipped with spark arrester qualified and rated under USDA Forest Service Standard 5100-1, with the following exceptions:

3.1 Turbine-driven exhaust super charger.

3.2 Chainsaw and multi-purpose engines - must have spark arrester - Forest Service Spark Arrester Guide, must be 80% efficient, higher standards with improved technology.

3.3 Passenger-carrying vehicle or light truck - with factory designed exhaust equipment and used on roads only.

3.4 Heavy duty trucks - for commercial hauling, with factory design exhaust and vertical stacks above the cab.

4. Fire Extinguishers.

4.1 On trucks. 1 each 2 1/2 lb. or larger, dry chemical or 1 each 4 lb. or larger carbon dioxide.

4.2 Service and Location. Fire Extinguisher - tested and serviced prior to fire season. Mounted on machine in manner to insure easy access and availability.

4.3 Power Saws. One 8 oz. capacity; in good working condition; at fueling station when fueling. During critical fire periods, a round point shovel should be at fueling station.

5. Emergency Fire Precaution Schedule.

Fire Precaution Class:	Fire precaution:
M.A.C. I & M.A.C. II	Normal fire precaution only
M.A.C. III	Normal fire precaution plus: Power saw operators required to carry 8 oz. fire ext. After three consecutive days of M.A.C. III, may suspend

	falling from 1200 to 1800. Fire watch 2 hrs. after machine shutdown.
M.A.C. IV	All operations will shut down at 1200 to 2000. Firewatch for 2 hrs. after shutdown.
M.A.C. V	Shutdown all operations.

6. In Case of Fire. In case a fire of any size occurs, the following notifications will be required:

7.1 Jason Gubatayao, Sealaska Haa Aani Manager 530-902-4570; and

7.2 Sealaska Department of Natural Resources Local Representative at Ketchikan 907-225-9444 or Sealaska Juneau offices 907-586-1512