

SCHEDULE A

to the Agreement for Non-Consulting Services
between Nawiinginokiima Forest Management Corporation (Company)
and _____ (Supplier) dated as of ____ XX, 2022.

1. BACKGROUND INFORMATION RELATING TO THE NON-CONSULTING SERVICES

Nawiinginokiima Forest Management Corporation (NPMC) is the Sustainable Forest Licence (SLF) holder for the Pic and White River Forest Management Units encompassing over 1.5 million hectares (Ha) of forested land in northern Ontario. NPMC develops forest management plans, manages forest operations, supervises silviculture programs, and monitors compliance within these forests. NPMC promotes economic growth throughout the forestry sector and supports local communities through its scholarship, donation and sponsorship, and strategic initiative programs.

2. DESCRIPTION OF THE NON-CONSULTING SERVICES

To complete the 2023 Mechanical Site Preparation program utilizing Angle Blade/Shear Blade treatment on the Pic Forest consistent with the approved Annual Work Schedules (AWS) and Forest Management Plan (FMP) of approximately 305 ha of land.

Year	Forest Unit	Targeted Soil Type	Area (Ha)
2022	Pic Forest	Mineral Soils	64
		Organic (lowland)	241

The Supplier will be required to:

- Provide minimum of one tractor (D7 or D8) with an angle blade and/or shear blade
- Tractor(s) should be equipped with Silvatrak (or equivalent) GPS system
- Provide to the Company relevant health and safety training records, proof of third-party liability insurance, and WSIB coverage
- Have a Safe Workplace Ontario (SWO) certified Health and Safety Program (available upon request) or agree to follow the Company Health and Safety Program
- Adhere to the NPMC's personal protective equipment requirements for all workers
- Be responsible for opening all applicable roads pending weather and snow conditions at the time of project commencement
- Ensure a project completion date of no later than March 31, 2023
- Ensure a start date commensurate with weather and site conditions

The Company will:

- Provide project supervision
- Provide all maps for areas to be site prepared
- Provide all spatial information (shapefiles, etc.) for areas to be site prepared
- Provide direction and insight to ensure site preparation is achieving anticipated objectives and increasing plantable spots
- Provide all relevant boundary identification and marking where applicable
- Supervise and coordinate the planning, approval, quality control and execution of the program per the Company and legislative requirements.

3. DESCRIPTION OF THE NON-CONSULTING SERVICES

a) Total Amount Payable

Notwithstanding anything else in the Agreement to the contrary, the total amount payable by the Company to the Supplier, including all disbursements such as travel and accommodation and/or delivery expenses and applicable taxes, under the Agreement shall not exceed **\$000,000.00** Cdn. funds.

b) Fixed Rates

The following rates shall remain fixed during the Term of this Agreement

- **\$000.00 /net ha for mechanical site preparation**
- **\$000.00/ hour for snow removal and access to worksite**
- **\$000.00 for mobilization and demobilization**
- **\$000.00 for other expenses as agreed**
 - **Note: prices listed above are exclusive of HST. HST will be charged if required.**

No other charge shall be payable by the Company under the Agreement to the Supplier other than fixed Rates established under the Agreement.

c) Invoices and Payments

The Supplier shall invoice the Company on a monthly or mutually agreed upon basis for work completed. Each invoice shall be separated by forest and by treatment type (ex. site preparation or slash management) and shall include the following:

- a) Period being invoiced for
- b) the purchase order number assigned to the Agreement by Company, if applicable
- c) Total hectares by operating area being invoiced (based on Silvatrak data/maps for each completed block supplied no later than 2 weeks after finishing and area agreed to by the Company)
- d) Rate of payment plus tax
- e) Type of site preparation carried out

The Supplier shall provide the Company with a final invoice no later than fifteen business days after the successful completion or delivery and acceptance by the Company of any of the Non-Consulting Services described above. Final Payment will be based upon the net total hectares accomplished as identified with GPS. Any Interim payment will be based upon an agreed to number of hectares. The Interim Payment portion will be deducted from the Final Payment.

The Company shall approve or reject the invoice within fifteen business days. If the Company rejects the invoice, it shall so advise the Supplier promptly in writing and the Supplier shall provide additional information as required by the Company to substantiate the invoice.

Each invoice must be approved by the Company before any payment is made to the Supplier and payment shall be made within thirty business days of such approval.

4. SITE PREPARATION SPECIFICATIONS

The Supplier agrees to site prepare the ground surface in accordance with the following specifications, unless otherwise specified by a Company representative:

- Corridors will be a minimum of 1.5 blades wide (18 ft or 5.3 m) and a maximum 2 blades wide (34 ft or 10.4 m)
 - If necessary, the distance between passes will be varied by the Contractor or as directed by the Company to meet the density target(s)
- Distance between corridor strips should not be more than one blade wide where feasible. The Company will work with the Supplier to achieve this specification
- Areas not scarified that are larger than one hectare will be deemed untreated and will be removed from the total area. The Supplier will work with the Company to maximize the area treated within each block
- Ground surface must be cleared down to the duff layer (decomposing matter) on upland sites. The depth of the treatment must not be so deep as to exposed mineral soil (sand, gravel, clay)
 - Very little exposure of the mineral surface will be accepted – 70% achievement (exposure/presence) of duff is required for payment
- Lowland areas (i.e., spruce swamps) are scarified by shearing the moss layer – 70% achievement (exposure/presence) of sheared moss is required for payment
 - Lowland areas may also be associated with advanced Alder/Willow shrub cover to be managed
- Wildlife retention trees must be left standing
- All conifer: excluding Balsam Fir, should be left standing and avoided where possible/feasible
- Passes should be positioned in a pattern to increase removal of standing balsam fir
- Roadside slash/debris, if not already piled, should be bulldozed into windrows if snow cover present will not present challenges to effectiveness
- All strips should be oriented perpendicular to roads where possible. The Company will work with the Supplier to maximize corridor orientation.