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COURT COURT OF QUEEN'S BENCH  
OF ALBERTA

JUDICIAL CENTRE CALGARY

PLAINTIFF CANADIAN WESTERN BANK

DEFENDANT



Entered

BIG BEAR ENERGY RENTALS LTD., 1509571  
ALBERTA LTD., 5556300 MANITOBA LTD.,  
BARRICADE ENVIRONMENTAL LTD., DIRECT  
ENVIRONMENTAL TECHNOLOGIES INC. , JASON  
ROBERT LLOYD, KENNETH JOHN GEORGE  
CARSTAIRS, ROBERT CHRISTOPHER LLOYD, and  
DANIEL ROBERTS

JS  
July 8 2022

DOCUMENT **SECOND REPORT OF THE RECEIVER**

**June 27, 2022**

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS  
DOCUMENT

**RECEIVER**

ALVAREZ & MARSAL CANADA INC.  
Bow Valley Square IV  
Suite 1110, 250 - 6<sup>th</sup> Avenue SW  
Calgary, Alberta T2P 3H7  
Attention: Orest Konowalchuk / David Williams  
Telephone: (403) 538-4736 / (403) 538-7536  
Email: [okonowalchuk@alvarezandmarsal.com](mailto:okonowalchuk@alvarezandmarsal.com) /  
[david.williams@alvarezandmarsal.com](mailto:david.williams@alvarezandmarsal.com)

**COUNSEL TO RECEIVER**

BORDEN LADNER GERVAIS LLP  
1900, 520 – 3<sup>rd</sup> Avenue SW  
Calgary, Alberta T2P 0R3  
Attention: Robyn Gurofsky  
Phone: (403) 232-9774  
Fax: (403) 266-1395  
Email: [rgurofsky@blg.com](mailto:rgurofsky@blg.com)  
File: 022910-000008

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## INTRODUCTION

1. On January 21, 2022 (the “**Interim Receivership Date**”), by order of the Honourable Justice K. Horner (the “**Initial Interim Receivership Order**”) of the Court of Queen’s Bench of Alberta (the “**Court**”), Alvarez & Marsal Canada Inc. (“**A&M**”) was appointed interim receiver (the “**Interim Receiver**”) of each of Big Bear Energy Rentals Ltd. (“**Big Bear**”), 5556300 Manitoba Ltd. (“**555 MB**”), Barricade Environmental Ltd. (“**Barricade**”), Direct Environmental Technologies Inc. (“**Direct**”) and 1509571 Alberta Ltd. (“**150 AB**”) (collectively, the “**Debtors**”) and their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the “**Property**”), pursuant to section 47(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the “**BIA**”), section 13(2) of the *Judicature Act*, RSA 2000, c J-2 (“**JA**”), and section 242(3) of the *Business Corporations Act*, RSA 2000, c B-9 (“**ABCA**”).
2. On February 4, 2022 (the “**Receivership Date**”), the Court granted an Enhanced Interim Receivership and Receivership order (the “**Enhanced Powers Order**”), whereby the Interim Receiver was granted “enhanced powers” over all the Debtor’s Property. The Enhanced Powers Order builds on the Initial Interim Receivership Order and specifically empowers and authorizes, but does not obligate, the Interim Receiver to, among other things, manage, operate and carry on the business of the Debtor, to assume control and take possession of the Debtor’s Property and operations, and assume control and take possession of any and all proceeds, receipts and disbursements arising out of or from the Property, but did not allow the Interim Receiver to realize upon the Debtors Property. The Enhanced Powers Order did provide, however, that effective February 9, 2022, the Interim Receiver would be converted to a receiver and manager (the “**Receiver**”) of the Debtors pursuant to sections 243(1) of the BIA, 13(2) of the JA, 99(a) of the ABCA and 65(7) of the *Personal Property Security Act*, RSA 2000, c P-7 (the “**Receivership Proceedings**”). As a result of this change in role, the Receiver is now permitted to, among other things, market, sell, convey, transfer, lease or assign the Property or

any part or parts thereof out of the ordinary course of business subject to Court approval as necessary.

3. On May 4, 2022, the Court issued an Order granting various relief (the “**May 4<sup>th</sup> Order**”), including the approval of a sale solicitation process (the “**Sales Process**”), which authorized the Receiver to implement the Sales Process and do all things reasonably necessary to conduct and give full effect to the Sales Process and carry out its obligations thereunder, including seeking approval of the Court of a successful bidder or successful bidders under the Sales Process.
4. The purpose of this second report of the Receiver (the “**Second Report**” or “**this Report**”) is to provide this Honourable Court with information in respect of the following matters:
  - a) the activities of the Receiver since the First Report dated April 25, 2022 (the “**First Report**”);
  - b) an operational update of the Debtors since the First Report, including providing additional information regarding an unapproved contract between Big Bear and the Regional Municipality of Wood Buffalo (“**RMWB**”)
  - c) the security opinion conducted by the Receiver’s independent counsel, Borden Ladner Gervais LLP (“**BLG**” or the “**Receiver’s Counsel**”) with respect to the security granted to Canadian Western Bank (“**CWB**”) and Business Development Bank of Canada (“**BDC**”), the senior secured lenders to the Debtors;
  - d) an update on the Receiver’s efforts with regards to collection and verification of accounts receivable since the First Report;
  - e) the execution of an Auction and Liquidation Services Agreement (the “**Auction Agreement**”) by the Receiver and Maynards Industries II Canada Ltd. (“**Maynards**”) dated June 27, 2022 and the Receiver’s

application for an Auction Approval and Vesting Order with respect to the Auction Agreement (the “**Vesting Order**”);

- f) the Receiver’s recommendation to assign the Debtors into bankruptcy;
- g) an update on the Receiver’s communication with counsel for CWB, BDC, Mr. Robert Lloyd and Mr. Jason Lloyd and Mr. Carstairs with respect to coordinating the production of the Debtors’ accounting records;
- h) the cash flow results for the period from April 16, 2022 to June 24, 2022 (the “**Reporting Period**”);
- i) the Receiver’s application for the sealing of Confidential Appendices 1 to 4 of this Report (the “**Restricted Court Access Order**”);
- j) the Receiver’s application for approval of the Receiver’s actions, activities and conduct, and approval of the Receiver’s fees and disbursements and those of the Receiver’s Counsel since the Receivership Date;
- k) the Receiver’s ongoing activities and its future course of action; and
- l) the Receiver’s conclusions and recommendations.

5. Unless otherwise set forth herein, capitalized words or terms not defined or ascribed a meaning in this Report are as defined or ascribed meaning set out in the Enhanced Powers Order, the First Report of the Interim Receiver and the First Report of the Receiver.

6. All references to dollars are in Canadian currency unless otherwise noted.

## **TERMS OF REFERENCE**

7. In preparing the Second Report, the Receiver has relied upon: (i) information obtained by the Interim Receiver prior to the Receivership Proceedings; (ii) the

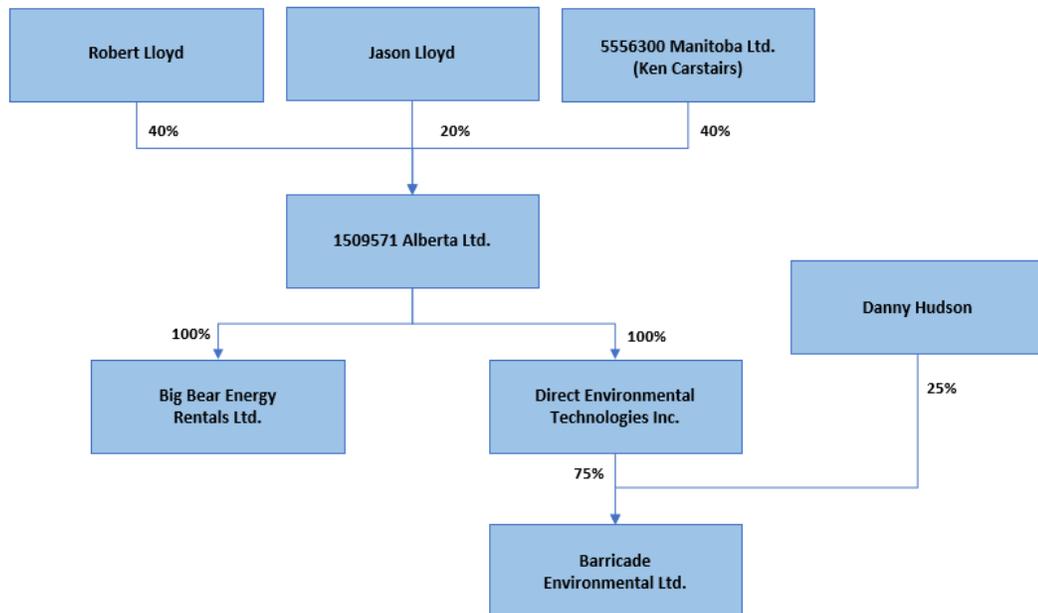
representations of certain former management and other key stakeholders of the Debtors; (iii) financial and other information contained in the Debtors' books and records, which were produced and maintained principally by the Debtors; and (iv) external information from third-parties, such as customers and vendors.

8. The Receiver has not performed an audit, review or otherwise attempted to verify the accuracy or completeness of the Debtors' financial information that would wholly or partially comply with Canadian Auditing Standards ("CASs") pursuant to the Chartered Professional Accountants Canada Handbook, and accordingly, the Receiver expresses no opinion or other form of assurance contemplated under CASs in respect of the financial information.

## BACKGROUND AND OVERVIEW

### The Debtors

9. Below is a corporate organizational chart of the Debtors:



## Big Bear

10. Big Bear, a privately owned company incorporated under the Alberta *Business Corporations Act* and located in Sylvan Lake, Alberta, was a service company operating in the Western Canada oil & gas and civil engineering industries. Big Bear provided fluid management, dewatering and diversions, emergency response, equipment rentals, super heaters, and H2S and flow back treatment services to its clients. These services were provided by both Big Bear in Canada and Barricade in the United States. Big Bear's head office is located at 3 Industrial Drive SW, Sylvan Lake, Alberta (the "**Big Bear Facility**") and the Receiver continues to maintain occupancy of this leased premises during the Receivership Proceedings.

## Barricade

11. Barricade, which was acquired by Big Bear in 2019, has facilities in Williston, North Dakota and Cheyenne, Wyoming and offered similar services as Big Bear in the following States: North Dakota, Wyoming, Texas, Colorado and Delaware. Barricade's leased facilities are located at 5044 Petroleum Park Drive, Williston, North Dakota and 1938 Wyott Drive, Cheyenne, Wyoming (collectively, the "**Barricade Facilities**"). The Receiver has made arrangements with the respective landlords of the Barricade Facilities to continue to occupy the secured Barricade Facilities to store Barricade's equipment and inventory in the United States pending a sale.
12. Big Bear and Barricade are the only two Debtors with operations or any material assets and are therefore considered the '**Company**' for purposes of this Report.
13. The remaining Debtors, 150 AB, Direct and 555 MB are discussed in greater detail in the Receiver's First Report.

## **The Company's Loans**

14. The Company (Big Bear and Barricade) has two secured loans held with CWB and BDC. CWB's credit facility (the "**CWB Facility**") consists of various demand

loans comprising an operating line, term loan, credit card and masterline equipment loan with a combined outstanding balance of approximately \$10.3 million as at the Receivership Date. The Company has an equipment loan with BDC (the “**BDC Loan**”) with an outstanding balance of approximately \$9.0 million as at the Receivership Date. Mr. Bob Lloyd, Mr. Carstairs and Mr. Jason Lloyd (collectively, the “**Owners**”) have issued personal guarantees in relation to the CWB Facility. The CWB Facility is also guaranteed by each of 150 AB, Barricade, Direct, and 555 MB.

15. CWB has an inter-creditor agreement with BDC which provides that CWB has a 1<sup>st</sup> priority charge against the Company’s accounts receivable and inventory and a 2<sup>nd</sup> priority charge on the Company’s fixed assets, while BDC has a 1<sup>st</sup> priority charge on the Company’s fixed assets and certain listed non-serial numbered inventory items and a 2<sup>nd</sup> priority charge as against the Company’s accounts receivable and inventory.
16. Further background to each of the Debtors and their operations are contained in the materials filed in support of the Interim Receivership Order, the Enhanced Powers Order, the Interim Receiver’s First Report and the Receiver’s First Report. These documents, together with other publicly filed Court materials in these proceedings, have been posted on the Receiver’s website at: [www.alvarezandmarsal.com/bigbear](http://www.alvarezandmarsal.com/bigbear) (the “**Receiver’s Website**”).

## **ACTIVITIES OF THE RECEIVER**

17. Since the First Report, the Receiver’s activities with respect to the Company have included, but are not limited to, the following:
  - a) continuing to secure and safeguard the Property with the assistance of the Receiver’s employees and contractors;
  - b) engaging in ongoing communications and negotiations with various customers with respect to the validation, settlement and collection of outstanding accounts receivable;

- c) communicating with Leading Edge (defined further in this report) with respect to the settlement and payment of outstanding repair and storage charges and release of the vehicle stored at their yard to the Receiver;
- d) engaging in various discussions with Davidson and Sons Custom Brokers regarding the appropriate treatment for the twenty-eight (28) assets imported to the United States under temporary import bonds (the “**TIB Assets**”);
- e) engaging in various discussions with Customs Direct Brokers regarding:
  - i. extending certain of the temporary import bonds for assets imported to the United States; and
  - ii. coordinating with the surety provider of the temporary import bonds in providing updates to the US Border Patrol to avoid fines and to extend the temporary import bonds to allow for the return of the TIB Assets to Canada;
- f) engaging United States law firm Moore & Van Allen to conduct a security review of the lease agreements for the 3 skid steers and 1 front end loader leased to Barricade by Volvo Financial Services, which is discussed further in this Report;
- g) conducting various calls with the Canada Revenue Agency (“**CRA**”) respecting the coordination of an audit of the Company’s books and records with respect to source deductions and GST accounts of the Debtors;
- h) undertaking the day to day management of the Company, including providing direction to employees and contractors and ensuring timely payment of trade creditors for services requested, rendered and approved by the Receiver;

- i) communicating with the Lloyds' counsel (Mr. Robert Lloyd and Mr. Jason Lloyd are collectively referred to as the "**Lloyds**"), JSS Barristers (the "**Lloyds' Counsel**"), Mr. Ken Carstairs' counsel, Groia & Company Professional Corporation ("**Mr. Carstairs' Counsel**") and counsel for CWB and BDC respecting the Lloyds and Mr. Ken Carstairs' request for production of accounting records;
- j) conducting the court-approved Sales Process between May 4, 2022 and May 27, 2022, reviewing and analyzing the proposals received by Qualified Bidders in the Sales Process, and selecting a suitable marketing agent (auctioneer) to sell the Assets of the Company, subject to Court approval;
- k) working with the Receiver's contractors to facilitate and coordinate 26 tours in Canada and 7 tours in the US at each of the facilities over a three-week period during the Sales Process, and attending each of the tours either in person or virtually;
- l) closing the transactions contemplated in the asset purchase and settlement agreements entered into by the Receiver by each of Blu-Water LP and Dakow Ventures Ltd. on May 10, 2022, as outlined in the Receiver's First Report and approved in the May 4<sup>th</sup> Order;
- m) engaging in various discussions with Worker's Compensation Board Alberta with respect to their audit of outstanding premiums owing prior to the Receivership Date;
- n) engaging and providing instructions to the Receiver's Counsel on various legal matters in respect of the Receivership Proceedings; and
- o) attending various conference calls with CWB, BDC and its legal counsel concerning various matters of the Receivership Proceedings and providing CWB and BDC with updates on the Company's financial position.

## **OPERATIONAL UPDATE**

### **Employees, Wage Earner Protection Program & s 81.4(1) BIA Priority Claims**

18. As at the Receivership Date, the Company employed a total of 100 employees who were responsible for administration and field operations. The Receiver continues to retain two full time employees to assist with shop and equipment matters at the Big Bear Facility and three part-time contractors (administrative staff) used on an “as needed basis”. The Receiver plans to reduce its staffing to three part-time contractors starting the week of July 18, 2022.
19. On June 21, 2022, the Receiver received a statement of account from Service Canada with respect to the Wage Earner Protection Program (“WEPP”), which confirmed that the total combined WEPP claims as at June 3, 2022 are approximately \$151,000, of which approximately \$7,000 relates to priority claims under the BIA and the remaining \$144,000 relates to the unsecured portion of the claims approved by Service Canada. The Receiver will remit payment for the priority claims under the BIA in due course.

### **Canada Revenue Agency (Potential Priority Payables)**

20. Since the First Report, the Receiver has completed and filed all remaining “pre-receivership” GST returns for Direct and 150 AB and is in the process of completing the remaining “pre-receivership” GST returns for Big Bear and 555 MB. As at June 10, 2022, the Receiver understands that the following remains outstanding to the CRA:
  - a) Big Bear:
    - i. GST – approximately \$882,000
    - ii. Source Deductions – \$336
  - b) 555 MB:

- i. GST – approximately \$3,600
    - ii. Source Deductions – \$0
  - c) Direct:
    - i. GST – \$0
    - ii. Source Deductions – \$0
  - d) 150 AB:
    - i. GST – \$0
    - ii. Source Deductions – \$0
- 21. On May 20, 2022, the Receiver responded to the CRA’s initial information request for the audit of Big Bear, 555 MB, Direct and 150 AB’s source deduction accounts. The Receiver continues to coordinate additional information requests with the CRA and expects the source deduction audits to be completed in the coming weeks.
- 22. The CRA issued a notice of re-assessment for Big Bear’s GST account on May 17, 2022. This notice of re-assessment increased the “pre-receivership” account balance by approximately \$73,000 based on the creditor listing included in the Receiver’s Notices mailed to the CRA on February 10, 2022. The Receiver does not anticipate any further adjustments to Big Bear’s “pre-receivership” GST account.

### **Corporate Insurance Coverage**

- 23. As discussed in the First Report, the Company has comprehensive insurance policies in place for Big Bear and 150 AB (collectively the “**Big Bear Insurance Policy**”) and Barricade (the “**Barricade Insurance Policy**”), and a separate automobile policy for Direct (the “**Direct Insurance Policy**”).

24. On May 12, 2022 the Receiver added environmental impairment liability insurance to the Big Bear Insurance Policy, as it was not included as part of this policy pre-receivership; however, it is required under the lease agreement for the Big Bear Facility.
25. The Receiver continued its review of the Company's insurance policies and held various discussions with its insurance broker with respect to reducing coverage that was not required as the Company is no longer operational. On May 9, 2022 the Receiver requested that the rental equipment, cyber, motor truck cargo, hook and towing, and umbrella liability insurance be removed. The removal of these policies is expected to reduce the combined annual premiums from approximately \$715,000 to \$513,000, effective June 19, 2022.

#### **Leading Edge Garage Keepers' Lien**

26. The Receiver held various communications with Leading Edge Mechanical Ltd. ("**Leading Edge**") with respect to the garage keepers' lien that was filed for repairs and maintenance conducted by Leading Edge on one vehicle. The Receiver reached an agreement (the "**Settlement and Release Agreement**") with Leading Edge for the release of the vehicle, whereby the Receiver would pay Leading Edge \$19,249 to have the garage keepers' lien discharged and the vehicle released to the Receiver. The Receiver was aware that the vehicle had significantly more value than the amount settled with Leading Edge and determined the settlement was the best solution and would result in the greatest recoveries to the estate. A copy of the Settlement and Release Agreement is attached as Appendix A to this Report.
27. On May 19, 2022, a representative of Leading Edge signed the Settlement and Release Agreement, and on May 31, 2022, the Receiver retrieved the vehicle from the secured Leading Edge yard and transferred it to the Big Bear Facility.

#### **Temporary Importation under Bond**

28. As previously set out in the First Report, approximately 28 Assets located at the Barricade Facilities had been imported to the United States under a Temporary

Importation under Bond (“**TIB**”). A TIB is a temporary importation of goods under bond, not imported for sale or sale on approval, without payment of duty and with the intent to export or destroy the goods within a certain period of time not to exceed three years from the date of importation.

29. Eight of the 28 TIBs have already been extended to the maximum three years and under the TIB those eight assets are allowed to remain in the United States until September 2022.
30. The remaining assets under the TIB in the United States required the Receiver to work with Customs Direct and Roanoke Insurance Group to obtain further extensions, which will allow the Receiver to work with the proposed marketing agent in the Sales Process and provide time to move the Assets back to Canada. The Receiver was required to file extensions with the US Boarder Patrol to allow the Assets to remain in the United States past the original TIB expiry date without penalty.
31. The Receiver had multiple correspondence with various brokers to determine the best and most cost-effective course of action for dealing with the Assets under TIBs. The Receiver inquired if there was a possibility for the Assets to remain in the United States or if they were required to be moved to Canada. The Receiver engaged Davidson and Sons Custom Brokers to provide alternatives for the Assets under TIBs to the Receiver. On May 23, 2022, Davidson and Sons Custom Brokers informed the Receiver that there were two options to deal with the TIB Assets:
  - a) provide all requested documentation for export and return all TIB Assets to Canada prior to the September 2022 expiry; or
  - b) if the Assets are not returned to Canada prior to the TIB’s expiry dates and proper proof of export is not provided, a penalty of approximately USD \$372,000 would be required to be paid.
32. In order to avoid the significant penalty cost, the Receiver determined that the TIB Assets would need to be returned to Canada prior to the September 2022 expiry

date. On May 26, 2022, the Receiver advised all Qualified Bidders of this requirement, which would need to be considered when submitting a Qualifying Bid. The proposed marketing agent has advised that it will return the TIB Assets to Canada at its sole cost and by the September 2022 deadline, as discussed further in this Report.

## **Regional Municipality of Wood Buffalo Project**

### Correspondence from the Lloyds and Mr. Ken Carstairs

33. As previously disclosed, in the Receiver's First Report, the Receiver communicated with the RMWB respecting a contract for fluid management services between Big Bear and the RMWB (the "**RMWB Contract**"). The RMWB Contract was for a term of one-year, did not contain a provision of automatic renewal, and expired on February 25, 2022. The RMWB confirmed to the Receiver that the RMWB would not renew its contract with Big Bear for the upcoming 2022. Nonetheless, the Lloyds and Mr. Carstairs have advised the Receiver that it should have carried out the work contemplated under the RMWB Contract (the "**RMWB Project**"). Specifically,

- a) On May 3, 2022, the Receiver received a letter from the Lloyds' Counsel (the "**May 3<sup>rd</sup> Lloyd Letter**") which stated, among other things, that the RMWB Contract with the RMWB was the most lucrative business contract Big Bear had in place. A copy of the May 3<sup>rd</sup> Lloyd Letter is attached as Appendix B to this Report.
- b) On the same day, the Receiver received an email from Mr. Ken Carstairs' Counsel (the "**May 3<sup>rd</sup> Carstairs Email**"), which asserted, among other things, that this RMWB project was going to be carried out and would have been 'very profitable' for Big Bear. The May 3<sup>rd</sup> Carstairs Email also included a copy of a January 12, 2022, purchase order issued by RWMB to Big Bear in the amount of \$2.1 million (the "**RMWB Purchase Order**") and a copy of the signed RMWB

Contract. A copy of the May 3<sup>rd</sup> Carstairs Letter, including copies of the RMWB Purchase Order and RMWB Contract is attached as Appendix C to this Report.

34. As set out in greater detail below, and contrary to the positions of the Lloyds and Mr. Carstairs, the Receiver was not entitled to perform the work for the RMWB Project in 2022, since the RMWB Contract had expired on February 25, 2022, and was not renewed.

### Background

35. The Receiver became aware that Big Bear previously worked with the RMWB between mid-March and late-May of 2021, pursuant to the RMWB Contract to conduct flood mitigation work in Fort McMurray, where the Athabasca River and Clearwater River meet (the “**Spring 2021 Project**”). The RMWB required flood mitigation in this area to prevent flooding that could potentially occur when the rivers thawed in the spring.
36. The Spring 2021 Project involved the RMWB monitoring the water levels of the rivers on a daily basis and advising Big Bear if water pumping was required to prevent flooding. Approximately 30 field employees were required on site at all times as the Spring 2021 Project required 24-hour monitoring. This project was completed in 2021.

### Receiver’s Communications with the RMWB

37. Shortly after the Receivership Date and on the date that the Enhanced Powers Order became into effect, on February 9, 2022, the Receiver contacted the RMWB’s procurement representative, Ms. Allison Kennedy-Drake (“**Ms. Kennedy-Drake**”), to inform her of the Receivership Proceedings and to request that Ms. Kennedy-Drake host a conversation with the Receiver to discuss the “go forward plan” with respect to the RMWB Project.

38. On February 14, 2022, the Receiver received a phone call from Caitlin Hanly (“**Ms. Hanly**”), municipal legal counsel to the RMWB, whereby Ms. Hanly confirmed that while the RMWB was aware there was a clause in the RMWB Contract that would allow the RMWB Contract to be extended beyond the February 25, 2022 expiry date, the RMWB had not finalized the contract for services or signed off on any future projects with Big Bear. Ms. Hanly also informed the Receiver that the RMWB did not wish to use Big Bear to complete the RMWB Project as a result of the Receivership Proceedings.
39. On March 31, 2022, the Receiver held further communications resulting in Ms. Hanly confirming, in writing, that Big Bear and the RMWB had not finalized a contract for services for future projects with the RMWB, and that since the RMWB Contract had expired without being renewed, there was no agreement or contract between the parties for future work.
40. The Receiver inquired with the RMWB as to the nature of the Purchase Order that was provided by as an attachment to the May 3<sup>rd</sup> Carstairs Email. On May 12, 2022, Ms. Hanly informed the Receiver that it was issued for costing purposes only (should they have decided to extend the contract with Big Bear), but it did not constitute a ‘formal extension’ of the RMWB Contract. Furthermore, Ms. Hanly stated that if Receiver took the position that the RMWB Contract was somehow extended by virtue of the Purchase Order, RMWB would strongly oppose the Receiver’s position. To date, the Receiver has been unable to locate or identify any agreement or otherwise that would suggest that the RMWB Contract was formally extended between the RMWB and Big Bear, and in fact, has received advice from the RMWB that no such agreement to extend the RMWB Contract was in place or ever agreed to.

#### Availability of Field Employees

41. Notwithstanding there was no evidence of the RMWB Contract being extended and the spring 2022 work being granted by RMWB to Big Bear, had there been an

opportunity to carry-out this work for the RMWB, the Receiver would not have been in a position to do so.

42. Based on discussions with Big Bear's former senior operations manager, the Receiver understands that the scope of work for the RMWB Project was similar to the Spring 2021 Project. As such, approximately 30 field employees would have been required to properly execute the RMWB Project.
43. On the Receivership Date (February 4, 2022), approximately 65 field employees were employed by Big Bear, of which 28 were working on active jobs and 37 were on standby (at home). Within 6 days of the Receivership Date and by February 10, 2022, approximately 19 field employees remained employed by the Receiver as they were required to complete the TAQA North Project (the "**TAQA Project**"). All other field employees had informed the Receiver that they would not continue their employment with Big Bear as they had either found employment elsewhere or expressed to the Receiver that they did not wish to continue working for the Receiver during the Receivership.
44. As a result, the Receiver only had 19 field employees committed to assist the Receiver for the TAQA Project (discussed in the Receiver's First Report), which was active from the Receivership Date to March 5, 2022, and did not have the ability, capability or funding to carry out any other material contract of Big Bear that was not previously committed by the Receiver for the employees to fulfill after the TAQA Project. As such, even if there was an opportunity to carry out additional work for the RMWB, the Receiver did not have the staffing to do so.

#### Concluding Remarks

45. Based on the evidence the Receiver obtained during the Receivership Proceedings, the Receiver understands that Big Bear and the RMWB did not agree to extend the RMWB Contract for another year beyond February 25, 2022. Furthermore, even if there was an agreement between the parties to carry out services for the RMWB, the Receiver did not have the workforce in place to complete the work required,

nor would it have been able to assign and/or sell this contract, unilaterally, to another service provider, without express permission of the RMWB to do so. No work was started by Big Bear prior to the Receivership Date in relation to any spring 2022 project and there were no outstanding account receivables in the Company's books and records to collect from the RMWB.

46. If the Receiver elected to assert a legal right to perform the work contemplated under the RMWB Contract beyond February 25, 2022, the RMWB would have opposed the Receiver's position, which would likely have lead to litigation, and consequently, increased legal costs that would erode the value of the Debtors' estate.
47. On this basis, the Receiver is of the view that it acted prudently and appropriately regarding the RMWB.

## **SECURITY REVIEW**

### **CWB and BDC Security Review**

48. As reported in the First Report, the Receiver's independent legal counsel, BLG, was as at the date of the First Report, performing a review of the CWB and BDC security to determine the validity and enforceability of such security against the Debtor's Property.
49. BLG has completed its security opinions and has determined that, subject to the usual qualifications, each of CWB and BDC hold valid and enforceable security, effective as against a trustee in bankruptcy.
50. In particular, BDC holds valid and enforceable security in first position primarily against the Debtor's equipment that is proposed to be sold at auction. CWB holds valid and enforceable security in first position primarily against the Debtor's accounts receivable and inventory. CWB's security also extends to any surplus equipment sale proceeds after BDC is paid from those proceeds in full.

51. On this basis, the Receiver seeks the Court's approval to effect distributions to each of CWB and BDC from the sale proceeds and accounts receivable collected by the Receiver, up to the amounts owed to each of the lenders, less a holdback sufficient to allow the Receiver to address any disputed claims and complete the administration of the estate.
52. Such approval of distributions would, however, be conditional upon the Receiver completing an allocation of receivership costs as between the security (or proceeds collected therefrom) held by each of CWB and BDC, such allocation to be agreed upon by CWB and BDC or, if no agreement is reached, to be approved by the Court.
53. The Receiver is also not aware of any other claimant that may have priority over CWB and BDC's security, other than potential "super priority" and/or deemed trust claims with respect to the CRA, the WEPP and the Receiver's Charge as set out in the Enhanced Powers Order and possible claims by Meridian OneCap ("**Meridian**") in respect of two pieces of Barricade's equipment the Receiver is reviewing with Meridian as to the validity and enforceability.

#### **Other Leasing & Financing Agreements Review**

54. As discussed in the First Report, Barricade had leasing and/or financing agreements with two companies in respect of one truck and four skid steer loaders (the "**Leased Assets**"). The two leasing/financing companies are:
  - a) Volvo Financial Services ("**Volvo**") – 3 skid steers and 1 front end loader; and
  - b) Red Rock Ford Inc. ("**Red Rock**") – 1 truck
55. The Receiver conducted the following analysis to determine its position with respect to the Leased Assets:
  - a) the Receiver compared the forced liquidation value from the USA FLV Appraisal prepared by GD Auctions & Appraisals to the buyout value remaining for each of the Leased Assets under their respective leasing

agreements to determine if there was equity remaining within any of the Leased Assets that the Receiver could realize upon for the benefit of the receivership estate; and

- b) arranged for Moore & Van Allen to complete a security review of the financing agreements relating to the 3 skid steers and front end loader leased from Volvo.

56. Based on its review, the Receiver determined that:

- a) equity existed in the truck leased from Red Rock and there was a minimal buyout value of approximately \$3,300 remaining;
- b) equity existed in the each of the 3 skid steers and front end loader leased from Volvo, however, 1 of the skid steers and front end loader had a significant buyout value totalling approximately \$103,000, which presented a potential risk to realizing profits to the receivership estate for these particular assets; and
- c) the financing agreements entered into by Barricade with Volvo relating to the 3 skid steers and front end loader constituted a legal, and binding obligation of Barricade enforceable against Barricade in accordance with its terms, in favour of Volvo (the “**Lessor**”) and that the security documents created a valid security interest in favour of the Lessor in the personal property described therein. In addition, the financing agreements provided that the security in each skid steer constitutes security for all amounts amount by Barricade to Volvo (i.e., the 3 skid steers and front end loader are cross-collateralized).

57. As a result, the Receiver determined it had an interest in the Leased Assets and that the best course of action would be to include the truck and 2 skid steers with lower buyout values in the Sales Process. Red Rock agreed to allow the Receiver to include the truck in the Sales Process, however, Volvo advised the Receiver that it wished to pick up all 3 skid steers and the front end loader and sell them directly.

The Receiver agreed to release the 3 skid steers and the front end loader to Volvo after receiving written confirmation that:

- a) Volvo would provide an accounting of the sale proceeds generated from the sale of each unit on a gross and net basis; and
  - b) that any equity remaining once Volvo had been paid out under the leases from the sale proceeds will be paid forthwith to the Receiver.
58. On May 26, 2022 the Receiver advised all Qualified Bidders of which Leased Assets would and would not be included in the Sales Process. The Receiver released 2 of the 3 skid steers and front end loader to Volvo the week of June 13, 2022 in Williston and the skid steer in Cheyenne the week of June 20, 2022 and will provide an update to this Court on the net proceeds received from the sale of the equipment by Volvo in due course.

#### **ACCOUNTS RECEIVABLE**

36. Since the Receiver's First Report, the Receiver has continued to make progress collecting on outstanding accounts receivable and verifying the nature of certain unsubstantiated invoices (the "**4000/4100 Invoices**"), which were discussed in detail in the Interim Receiver's First Report and the First Report.

#### **Collection of Accounts Receivable**

37. The below chart summarizes the Company's outstanding accounts receivable balance at June 24, 2022.

Big Bear et al. Summary Accounts Receivable April 15, 2022 to June 24, 2022 in CAD \$000's					
	Notes	First Report A/R Apr 15/22	A/R Collected	A/R Adjustments	Closing A/R June 24/22
Big Bear Energy Rentals Ltd.	A	4,178	(2,001)	(126)	2,051
Barricade Environmental Ltd.	B	270	(131)	-	140
<b>Total</b>		<b>4,448</b>	<b>(2,132)</b>	<b>(126)</b>	<b>2,190</b>

**Notes**

(A) A/R adjustments include Blu-Water and Dakow settlements as per the approved Asset Purchase Agreements.

(B) Barricade Environmental Ltd. amounts have been translated from USD to CAD using a FX rate of 1.28.

38. Since April 15, 2022, the Receiver has collected accounts receivable totalling approximately \$2.1 million, which is primarily comprised of the following:
- a) \$1.5 million from Spartan Delta Corp. (“**Spartan**”);
  - b) \$250,000 from Blu-Water;
  - c) \$151,000 from CNRL;
  - d) \$121,000 from Rev Energy Services; and
  - e) \$83,000 from Dakow.
39. As at June 24, 2022 approximately \$2.2 million of accounts receivable remains outstanding from various customers. The outstanding accounts receivable is primarily comprised of the following:
- a) approximately \$984,000 from Spartan. This is the remaining unpaid portion of the approximately \$2.5 million in accounts receivable, which is discussed in further detail below;
  - b) approximately \$557,000 owing from Pine Cliff Energy Ltd. (“**Pine Cliff**”) respectively, which is discussed in further detail below;

- c) approximately \$238,000 from Blu-Water, which the Receiver expects to collect shortly;
- d) a \$150,000 intercompany receivable shown owing from Barricade, which the Receiver does not expect to collect;
- e) approximately \$105,000 owing from Brickellhouse Condominium Association Inc. (“**Brickellhouse**”). Brickellhouse informed the Receiver on March 23, 2022 that they paid all outstanding amounts to a debt recovery firm, Maddan Emerson & Associates (“**Maddan**”) in 2020 and provided the Receiver with copies of wire payments confirming the same. The Receiver conducted a U.S. corporate registry search and found that Maddan was voluntarily dissolved in November 2021. The Receiver has reached out to certain Maddan individuals that it understands handled the Brickellhouse account and has received no response. As such, the Receiver believes the collection of this alleged pre-receivership balance owing to Big Bear will be difficult and likely speculative;
- f) approximately \$59,000 from Dakow, which the Receiver expects to collect shortly;
- g) approximately \$52,000 owing by Clean Harbours Energy and Industrial (“**Clean Harbours**”). Clean Harbours has informed the Receiver that the outstanding balance is not valid as it relates to equipment rental charges that were a result of delays by Big Bear in picking up equipment from their yard. Former Big Bear management has corroborated the information provided by Clean Harbours; and
- h) approximately \$28,000 from NextTier Oilfield Solutions, which the Receiver expects to collect shortly.

## **Disputed Accounts Receivable**

40. As discussed in the First Report, the Receiver encountered mixed results in the collection of outstanding accounts receivable with certain Big Bear customers. Below is a summary of the significant accounts receivables of Big Bear and the Receiver's efforts to date:

### Spartan Delta Corp.

41. Since Receiver's First Report, the Receiver has continued to have constructive dialogue with Spartan, which has resulted in the collection of approximately \$1.5 million of the \$2.5 million in disputed accounts receivable.
42. Spartan had requested certain supporting documentation for the outstanding accounts receivable, which the Receiver delivered to Spartan on April 28, 2022.
43. The Receiver is currently waiting on Spartan to complete its review of the remaining \$984,000 of disputed accounts receivable, and anticipates that this review will be completed in the coming weeks.
44. As discussed in the First Report, the Receiver entered into a standstill agreement (the "**Tolling Agreement**") with Spartan to allow further time to discuss the outstanding accounts receivable balances, while preserving the Receiver's claims and extending all time limits and limitations periods under the *Builders Lien Act* and *Limitations Act*. The initial Tolling Agreement was set to expire on June 29, 2022.
45. On June 13, 2022 the Receiver and Spartan amended the Tolling Agreement to extend the expiration date to August 31, 2022. A copy of the agreement (the "**Tolling Extension Letter Agreement**") is attached as Appendix D to this Report. The Tolling Extension Letter Agreement should allow sufficient time for Spartan to complete its detailed review of the approximately \$984,000 in outstanding accounts receivable and reach a final settlement with the Receiver. The Receiver will advise the Court on the outcome of these discussions in future reporting.

Pine Cliff Energy Ltd.

46. On May 25, 2022, the Receiver's conflict counsel (McLennan Ross LLP) delivered a second letter to Pine Cliff contesting Pine Cliff's assertion that none of the approximate \$557,000 accounts receivable owing to Big Bear was payable. The Receiver outlined in its letter a sequence of events which the Receiver compiled based on information contained in the daily field reports created during the Pine Cliff project and through discussions with the Company's operations manager.
47. On June 1, 2022 the Receiver instructed McLennan Ross LLP to file an additional lien of \$386,721 against Pine Cliff's surface and mineral interests. The lien amount represents costs of approximately \$99,000 incurred by the Receiver to demobilize the formerly frozen hose from the Pine Cliff jobsite to the Big Bear Facility, and hose rental charges of approximately \$288,000 from January 16, 2022 to April 16, 2022.
48. On June 2, 2022 the Receiver held a meeting with the Pine Cliff management to discuss the disputed accounts receivable. Pine Cliff requested additional time to review their own records and provide the Receiver with further detailed information regarding the outstanding accounts receivable. The Receiver is currently waiting for Pine Cliff to furnish this information and will update the Court in future reporting.

CNRL

49. The Receiver has continued to have discussions with CNRL regarding the release of approximately \$151,000 in accounts receivable. CNRL had previously communicated to the Receiver that they did not dispute the outstanding charges, but would be unable to release payment until a 'trust clearance certificate' was provided by the Alberta Workers Compensation Board (the "**WCB Trust Clearance**") to Big Bear.
50. On May 20, 2022 the Receiver provided a response to CNRL, stating that the Receiver had conducted its audit with the Alberta Workers Compensation Board

and had been assessed an amount outstanding of approximately \$70,000. The Receiver communicated to CNRL that the amount outstanding would first attach to the realizations from the Company's assets and there is negligible risk that CNRL would be liable for the WCB deficiency.

51. On May 31, 2022 CNRL responded to the Receiver and explained that pursuant to Section 126 of the Workers Compensation Act, CNRL was liable for the labour portion of the contract and would not release the payment for the rental units until the WCB deficiency was paid. CNRL was agreeable to request approval for the payment of certain materials purchased and asked for a detailed invoice for the rental units to show the split for the labour and material amounts.
52. On June 1, 2022 the Receiver provided the invoice details as requested by CNRL and explained that the rental units had been operated by a third party and there was no labour component associated with Big Bear.
53. On June 20, 2022, CNRL provided full payment to the Receiver of \$151,000 and this account has now been fully settled.

#### **Validation of Accounts Receivable**

54. As discussed in the First Report, the Receiver sent 18 letters to the Company's customers seeking confirmation of all of the invoices showing as outstanding and owing by the customers to the Company, including the 4000/4100 Invoices (the "**A/R Confirmation Letters**").
55. As of the date of this report, 14 customers have responded to the A/R confirmation letters. The table below outlines a detailed listing of all the customers' supportable invoices, 4000/4100 Invoices and the confirmation of the amounts outstanding by the eleven customers that responded to the A/R Confirmation Letters:

**Big Bear et al.**  
**Summary Accounts Receivable Balance Confirmations**  
**as at February 4, 2022**  
*in CAD \$000's*

<b>Customer Name</b>	<b>Notes</b>	<b>Adjusted Opening A/R Balance Feb 4/22</b>	<b>4000/4100 Invoices</b>	<b>Total</b>	<b>Customer A/R Balance Confirmation</b>	<b>Variance</b>
<u>A/R Confirmation Letter Received</u>						
Advanced Energy LLC	A	10	2	11	10	(2)
Blu-Water LP LTD		479	760	1,238	462	(776)
Clean Harbors Energy & Industrial		52	1,147	1,200	-	(1,200)
Continental Resources Inc.	A	-	962	962	-	(962)
EOG Resources Inc.	A	-	130	130	-	(130)
Loyal Energy Canada Operating		-	4	4	-	(4)
New Wave Energy Services Ltd.		8	2	10	8	(2)
Petrus Resources Ltd.	B	45	109	154	45	(109)
Safeguard Advanced Training and Consulting Ltd		-	4	4	-	(4)
Tangle Creek Energy Ltd.		-	93	93	-	(93)
Taqa North Ltd.		243	549	792	243	(549)
Total Oilfield Rentals Ltd.		6	6	12	6	(6)
Wildcat Fire Services Inc.		-	190	190	-	(190)
WhiteCap Resources Inc.		412	427	838	412	(427)
<b>SubTotal</b>		<b>1,255</b>	<b>4,384</b>	<b>5,639</b>	<b>1,186</b>	<b>(4,453)</b>
<u>A/R Confirmation Letter Outstanding</u>						
FEMA	A	-	445	445	-	N/A
Fraction Energy Services		-	3	3	-	N/A
Hydro Line LLC/US Energy	A	-	49	49	-	N/A
NexTier Oilfield Solutions	A	42	375	417	-	N/A
<b>SubTotal</b>		<b>42</b>	<b>872</b>	<b>914</b>	<b>-</b>	<b>-</b>
<u>A/R Confirmation Letter Not Sent</u>						
CNRL	C	151	33	183	-	N/A
Pine Cliff Energy	C	557	165	722	-	N/A
Winslow Resources Inc. c/o Spartan Delta	C	2,485	672	3,157	-	N/A
Other A/R	D	912	-	-	-	N/A
<b>SubTotal</b>		<b>4,105</b>	<b>870</b>	<b>4,062</b>	<b>-</b>	<b>-</b>
<b>Total</b>		<b>5,401</b>	<b>6,126</b>	<b>10,615</b>	<b>1,186</b>	<b>(4,453)</b>

**Notes**

(A) Barricade Environmental Ltd. amounts translated from USD to CAD using a FX rate of 1.28.

(B) Petrus Resources Ltd. confirmed \$0 A/R balance as at February 4, 2022. A cheque of approximately \$45,000 for payment of supported invoices was issued by Petrus on January 31, 2022 but was not received by the Receiver until February 11, 2022.

(C) Due to disputed amounts with CNRL, Pine Cliff and Spartan, A/R Confirmation letters were not sent to these customers which represent approximately \$870,000 of the 4000/4100 Invoices.

(D) Other A/R is comprised primarily of amounts due from Dakow (\$260K), Barricade intercompany (\$150K), Rev Energy Services (\$120K), Castlegate Energy Ltd. (\$90K), Brickellhouse Condominium Association Inc. (\$105K).

56. As noted in the chart above, the variance column outlines approximately \$4.5 million in disputed accounts receivable. The disputed accounts receivable are comprised of approximately \$4.4 million of 4000/4100 Invoices and some other smaller, supportable, accounts receivable. These approximately \$4.4 million of disputed 4000/4100 Invoices represent approximately 72% of the total amount recorded in Big Bear's records for all of the 4000/4100 Invoices.

57. The Receiver continues to make efforts to obtain confirmation from Big Bear's remaining customers as to whether the 4000/4100 Invoices are accurately outstanding; however, to date, the Receiver has not received such confirmation nor has the Receiver been able to identify any independent evidence that any such invoices exist and are properly outstanding.

## **SALE PROCESS**

### **Solicitation Process**

58. On May 4, 2022, the Receiver obtained court approval to initiate the Sales Process to engage with parties interested in purchasing the Big Bear and Barricade Assets.
59. The Receiver carried out the steps and timelines outlined in the Receiver's First Report. Below is a summary of these steps and results of the Sales Process.

### **Summary of Sales Process**

60. The Receiver delivered the Teaser Letter and supporting Sales Process documentation to 67 parties (the "**Interested Parties**") that the Receiver understood were potentially interested in participating in the Sales Process. The Teaser Letter included a background of the Company, overview of the types of Assets located at the Big Bear Facility and Barricade Facilities, sample photos of the Assets and key information and dates of the Sales Process. The Teaser and Sales Process documentation were included in the Receiver's First Report and were made also made available on the Receiver's Website.
61. Between May 4 and 12, 2022, the Receiver placed advertisements of the Sales Process in the following publications: Globe & Mail (National), FACILITYCalgary, Insolvency Insider, the Red Deer Advocate, the Sylvan Lake News, the Calgary Herald, the Edmonton Journal, the Williston Daily Herald, Daily Oil Bulletin and Newswire (U.S. and Canada). The advertisements in these publications included a brief overview of the Sales Process and directed readers to the sales process section of the Receiver's Website for more information.

62. As outlined in the Sales Process, any Potential Bidder who (a) executed the Confidentiality Agreement, (b) provided written confirmation of the identity and contact information of the Potential Bidder, and (c) provided a written acknowledgement of receipt of a copy of the Sales Process Order approving the Sales Process and agreed to accept and be bound by the provisions contained therein and herein, was deemed a “Qualified Bidder”.
63. Throughout the course of the Sales Process:
- a) 42 Potential Bidders were deemed Qualified Bidders and were provided with access to the Data Room containing the asset listings and given the opportunity to physically inspect the Assets at the Big Bear Facility and Barricade Facilities.
  - b) The Qualified Bidders were comprised of 11 auctioning companies, 13 fluid management companies and 19 companies in other industries;
  - c) A total of 26 Qualified Bidders inspected the Assets at the Big Bear Facility (Canada) and 7 Qualified Bidders inspected the Assets at the Barricade Facilities (USA).

### **Proposals Received**

64. The Receiver collected 17 Qualified Bids by the Bid Deadline of May 27, 2022, which comprised of the following:
- a) 8 enbloc bids for the Big Bear and Barricade Assets the (“**Enbloc Proposals**”);
  - b) 2 bids for the Big Bear Assets (the “**Big Bear Proposals**”); and
  - c) 7 bids for certain Big Bear Asset subgroups or specific Assets within a subgroup (the “**Other Proposals**”, and collectively with the Enbloc Proposals and the Big Bear Proposals, the “**Proposals**”).

65. All of the Enbloc Proposals included net minimum guarantee offers (“**NMG Offers**”), while only one Enbloc Proposal included an offer for the outright purchase of the Assets and four Enbloc Proposals included straight commission offers.
66. A summary of the 17 Qualified Bids received in the Sales Process is attached to this Report as Confidential Appendix 1.

#### **Offer Accepted Subject to Court Approval and Summary of Offers Received**

67. The Receiver evaluated all Proposals in significant detail and noted that the NMG Offers were materially more favourable than any other Proposals received and/or any combination of offers included in the Big Bear Proposals and the Other Proposals. The Receiver’s analysis of the NMG Offers is attached to this Report as Confidential Appendix 2.
68. Based on its review of the Proposals, the Receiver, with the support of both BDC and CWB, determined that the proposal (NMG Offer) submitted by Maynards was the best and highest offer (the “**Maynards Offer**”) and the Receiver entered into the proposed Auction Agreement, which is subject to Court approval. A copy of the redacted Auction Agreement is attached to this Report as Appendix E and a summary of the unredacted Auction Agreement is attached to this Report as Confidential Appendix 3. The unredacted Auction Agreement is attached to this Report as Confidential Appendix 4.
69. Due to the confidential nature of the information provided in the Qualified Bid Summary, the Maynards Offer and the Auction Agreement, the Receiver is concerned that, if the information is disclosed to third-parties prior to the completion of the auction in respect of the Assets, the disclosure could materially jeopardize the realizations during the auction, or if the Auction Agreement is not approved could materially jeopardize subsequent efforts to re-market the Assets. As such, the Receiver is respectfully of the view that it is appropriate for this Honourable Court to seal Confidential Appendices 1 to 4 in accordance with the proposed form of the Restricted Court Access Order accompanying the Receiver’s

application (the “**Restricted Court Access Order**”), as they contain:

- a) the Receiver’s summary of the Qualified Bids received;
- b) the Receiver’s analysis of the NMG Offers;
- c) the Receiver’s summary of the Auction Agreement; and
- d) the unredacted Auction Agreement.

70. The Receiver has provided notice of the application to approve the Auction Agreement to all parties on the service list, which is comprised of parties expressing an interest in these proceedings, as well as on all parties listed as secured creditors in searches of Big Bear and Barricade conducted at the Alberta Personal Property Registry.

#### **Receiver’s Recommendations**

71. The Receiver believes that the Auction Agreement should be approved by the Court given:

- a) the NMG Offer set out in the Maynards Offer was the highest and best offer received by the Receiver;
- b) the net minimum guarantee (“**NMG**”) is to be paid in cash;
- c) a non-refundable deposit equal to 10% of the initial NMG Offer was provided to the Receiver;
- d) Maynards has agreed to transport the 28 TIB Assets to Canada at its costs prior to the TIB expiry in September 2022, which will create significant savings for the Debtors’ estate as a result of not having to expend funds to repatriate the assets to Canada;
- e) the Auction Agreement contains “*as is, where is*” provisions and has no closing conditions other than Court approval;

- f) the Receiver is specifically authorized to market and sell the Property subject to the Auction Agreement pursuant to the Enhanced Powers Order and Order granted on May 4, 2022;
- g) the acceptance of the Auction Agreement is commercially reasonable and provides the highest net realization to the estate, with a sizeable non-refundable deposit, thus reducing the risk and cost to the estate;
- h) Maynards is a reputable auctioning firm in Canada and the United States, has a strong understanding of the Assets and is likely in the best position to maximize the relation of the Assets, in the circumstances; and
- i) CWB and BDC, as the senior secured creditors, are supportive of the transaction contemplated by the Auction Agreement.

72. Accordingly, the Receiver is applying to this Honourable Court to approve the Auction Agreement and for the vesting of the Assets.

### **BANKRUPTCY OF THE DEBTORS**

73. The Receiver intends to assign the Debtors into bankruptcy. The Receiver believes it is appropriate, under the circumstances and it is permitted to do so for the following reasons:

- a) paragraph 4(n) of the Enhanced Powers Order specifically empowers and authorizes the Receiver to assign the Debtors into bankruptcy with the prior approval of the Court;
- b) paragraph 32 of the Enhanced Powers Order advises that nothing in the Enhanced Powers Order shall prevent the Receiver from acting as the trustee in bankruptcy of the Debtors;
- c) the Debtors are currently in receivership and are considered insolvent persons within the meaning of the BIA and they have failed to meet

their obligations generally as they became due, in that the Debtors have failed to meet their respective obligations to CWB, BDC and other, such obligations which exceed \$1,000;

- d) the Debtors are currently indebted to their respective creditors for an aggregate total of approximately \$22.1 million comprising both secured and unsecured creditors;
- e) assigning the Debtors into bankruptcy will allow for an efficient and orderly wind-down of all five estates;
- f) the bankruptcy of the Debtors will allow for the aligning of priority claims and the crystalizing of various creditor claims; and
- g) CWB and BDC support the Receiver's intention to assign the Debtors into bankruptcy.

74. A&M is the Court-appointed receiver and manager of the Debtors and has been administering the receivership of all five estates. In this role, A&M has been in consultation with various of the Debtors' creditors. A&M is knowledgeable with respect to the remaining assets, properties, undertakings and specific issues facing the Debtors, and is well positioned to effectively assume the role as the licensed insolvency trustee ("LIT") for these five estates. A&M is not aware of any conflict to act as LIT for the Debtors and is willing to act in such capacity.

#### **REQUEST FOR PRODUCTION OF ACCOUNTING RECORDS**

75. The Receiver previously disclosed to this Honourable Court the request for financial information from Lloyd's Counsel, Mr. Ken Carstairs' Counsel and CWB's counsel. Since the Receiver's First Report, the Receiver has been working with all parties to reach an agreement on how the records should be produced and delivered by the Receiver to the stakeholders.

76. After much deliberation between CWB, the Lloyd's and Mr. Ken Carstairs' respective legal counsel, the Receiver recommended the following approach in the

collection and dissemination of the Company's financial records in the following manner (which has been agreed to by all parties):

- a) the Receiver will provide an export of the QuickBooks database for each of the Debtors that could be viewed in QuickBooks;
  - b) the Receiver will also arrange to provide PDF copies of general ledgers, trial balances, accounts receivable and payable aging listing, inventory and fixed asset subledgers and a summary list of field tickets generated on Jobutrax; and
  - c) the Receiver will provide "read only" access to Jobutrax.
77. The Receiver is currently in the process of working with its IT provider to obtain a copy of the accounting records database and will be arranging for a master "printed" copy of all of the Company's financial records that are in QuickBooks for the period of January 1, 2021 to February 4, 2022. The Receiver will also arrange to provide all parties with "read only" access to Jobutrax.

#### **INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS**

78. The following is a statement of the Receiver's receipts and disbursements in respect of the Company between the period of April 16, 2022 to June 24, 2022 (the "**Reporting Period**"):

**Big Bear et al.**  
**Interim Statement of Receipts and Disbursements**  
**February 5, 2022 to June 24, 2022**  
*in CAD \$000's*

	<b>First Report</b> <b>Feb 5/22 to</b> <b>Apr 15/22</b>	<b>Period</b> <b>Apr 16/22 to</b> <b>June 24/22</b>	<b>Total</b> <b>Feb 5/22 to</b> <b>June 24/22</b>
<b>Opening cash balance</b>	\$ 82	\$ 309	\$ 82
<b>Receiver's borrowings</b>	\$ 207	\$ -	\$ 207
<b>Receipts</b>			
Pre-Receivership A/R Collections	1,093	2,129	3,222
Post-Receivership A/R Collections	358	2	360
Equipment Sales	-	210	210
Other Receipts	-	45	45
<b>Total receipts</b>	<b>1,451</b>	<b>2,386</b>	<b>3,837</b>
<b>Disbursements</b>			
Employee/IC Salaries and Benefits	429	75	504
Field Operating Costs	327	-	327
Leases and Utilities	138	110	248
Project Demobilization Costs	119	116	235
Insurance	115	141	255
Other Operating Costs	90	54	144
Desktop Appraisal Costs	7	25	32
Professional fees and costs	-	696	696
Net GST paid (received)	(1)	37	36
<b>Total disbursements</b>	<b>\$ 1,224</b>	<b>\$ 1,253</b>	<b>\$ 2,478</b>
<b>Repayment of Receiver's Borrowings</b>	<b>\$ (207)</b>	<b>\$ -</b>	<b>\$ (207)</b>
<b>Ending cash balance</b>	<b>\$ 309</b>	<b>\$ 1,441</b>	<b>\$ 1,441</b>

79. There was approximately \$309,000 of opening cash available at the start of the Reporting Period.
80. The Receiver collected approximately \$2.4 million during the Reporting Period primarily comprised of:
- pre-Receivership A/R collections of approximately \$2.1 million;
  - approximately \$210,000 of collections from the sale of equipment, which includes proceeds from the Dakow APA and Blu-Water APA;
  - proceeds from an insurance claim of approximately \$29,000; and
  - a refund from the Alberta Workers Compensation Board of approximately \$15,000.

81. The Receiver made disbursements of approximately \$1.3 million during the Reporting Period, relating to:

- a) professional fees of the Receiver and the Receiver's counsel of approximately \$696,000, of which approximately \$690,000 were previously approved by this Honourable Court in the May 4<sup>th</sup> Order;
- b) project demobilization costs of approximately \$116,000. These costs relate to the engagement of third-parties to demobilize equipment from the Pine Cliff jobsite;
- c) insurance payments of approximately \$141,000 for the period of April 22, 2022 to July 22, 2022;
- d) facility lease and utility disbursements of approximately \$110,000;
- e) employee and independent contractor wages and benefits of approximately \$75,000; and
- f) other operating disbursements of approximately \$54,000, which include repairs and maintenance, information technology, storage, cleaning and linen services.

82. The total ending cash available as at June 24, 2022 was approximately \$1.4 million. During the Reporting Period the Receiver did not draw on the \$750,000 Receiver's Certificate line of credit.

#### **APPROVAL OF PROFESSIONAL FEES AND EXPENSES**

83. Pursuant to paragraph 21 of the Enhanced Powers Order, the Receiver seeks approval from this Honourable Court of the respective professional fees and disbursements of the Receiver and the Receiver's Counsel for the period of April 1, 2022 to May 31, 2022 (the "**Interim Taxation Period**"). These fees and costs have been incurred, but not paid as of the date of this Report.

84. The total fees and expenses of A&M, in its capacity as the Court-appointed Receiver of the Debtors, during the Interim Taxation Period are \$282,605.76 (exclusive of GST), which comprise of \$275,010.00 in fees and \$7,595.76 in expenses (the “**Receiver’s Fees and Costs**”). A summary of the Receiver’s fees and expenses by invoice is attached as Appendix F to this Report.
85. The total fees and expenses of BLG and McLennan Ross LLP, independent counsel to the Receiver, during the Interim Taxation Period total \$67,970.38 (exclusive of GST), which comprise of \$64,561.50 in professional fees and \$3,228.88 in expenses (the “**Receiver’s Counsel’s Fees and Costs**”). A summary of the Receiver’s Counsel’s Fees and Costs by invoice is attached as Appendix G to this Report.
86. The Receiver and its respective counsel’s invoices outline the date of the work completed, the description of the work completed, the length of time taken to complete the work and the name of the individual who completed the work. Copies of the invoices will be brought to the Receiver’s application before this Honourable Court set for July 8, 2022 and made available to the Court.
87. The Receiver is respectfully of the view that its fees and those of its counsel are fair and reasonable under the circumstances, and respectfully request the Court’s approval of these accounts for the Interim Taxation Period.

#### **RECEIVER’S ONGOING ACTIVITIES AND FUTURE COURSE OF ACTION**

88. The Receiver’s next steps include, but are not limited to the following:
- a) working with Maynards to conduct the auction at the Big Bear Facility and Barricade Facilities as per the Auction Agreement, if approved by this Honourable Court;
  - b) continuing the process of validating and collecting outstanding accounts receivable;
  - c) assigning the Debtors into bankruptcy;

- d) working with the CRA to finalize the audit of Big Bear, Direct and 150 AB's source deductions;
- e) working with a tax accountant to prepare and file all outstanding and required corporate tax returns;
- f) completing a proposed cost allocation schedule to be considered by CWB and BDC to assist in determining the quantum and sharing of estate costs in these proceedings before distributions are made to these secured creditors from any or all proceeds received by the Receiver in the Receivership Proceedings;
- g) vacating the Big Bear Facility and Barricade Facilities and disclaiming the related leases to reduce operational costs and overhead after the auctions are complete;
- h) delivering the financial records to the Company's stakeholders as agreed to between the parties; and
- i) undertaking various other administrative tasks relating to the Receivership Proceedings.

## **RECEIVER'S RECOMMENDATIONS**

89. Based on the foregoing, the Receiver respectfully recommends that this Honourable Court:

- a) approve the Auction Agreement, and grant the Auction Approval and Vesting Order;
- b) grant the Restricted Court Access Order;
- c) approve the Receiver's Fees and Costs and the Receiver's Counsel's Fees and Costs; and

- d) approve the actions, activities and conduct of the Receiver from the Interim Receivership Date to the date of this Report, including the Receiver's actions in carrying out the Sales Process, as set out in this Report.

All of which is respectfully submitted this 27<sup>th</sup> day of June, 2022

**ALVAREZ & MARSAL CANADA INC.,  
in its capacity as the Court-appointed  
Receiver of the Debtors, and not in  
its personal or corporate capacity**

A handwritten signature in blue ink, appearing to be 'Orest Konowalchuk', with a stylized, sweeping flourish at the end.

Orest Konowalchuk, CPA, CA, CIRP, LIT  
Senior Vice President

A handwritten signature in blue ink, appearing to be 'David Williams', with a stylized, sweeping flourish at the end.

David Williams, CPA  
Senior Manager

## **Appendix A**

### Leading Edge Settlement and Release Agreement

## SETTLEMENT & RELEASE

**KNOW ALL PERSONS BY THESE PRESENTS** that Leading Edge Mechanical Ltd. (the “**Releasor**”), **FOR AND IN CONSIDERATION** of the sum of **\$19,249.00** inclusive of all interest, taxable costs and disbursements and Goods and Services Tax (the “**Consideration**”), the payment and receipt of which sum is hereby acknowledged by the Releasor, has and does hereby remise, release and forever discharge Big Bear Energy Rentals Ltd., (“**Big Bear**”), Alvarez & Marsal Canada Inc. in its capacity as receiver and manager of, among others, Big Bear, and each of their respective insurers, agents, employees, subsidiaries, affiliates,, executors, administrators, successors and assigns (all of whom are hereinafter collectively referred to as the “**Releasees**”), of and from any and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, general damages, special damages, lien, encumbrance, costs, claims and demands of every nature and kind at law or in equity or under any statute (collectively, a “**Claim**”) under or by which the Releasor or their insurers, agents, heirs, executors, administrators, successors and assigns can, shall or may have by reason of any matter, cause or thing whatsoever existing up to and including the date hereof and, in particular, but in no way restricting the generality of the foregoing, in relation to repairs or storage relating to the 2006 Peterbilt motor-vehicle having vehicle identification number 1XPFD00X36N662841 (the “**Vehicle**”).

**IT IS UNDERSTOOD AND AGREED** that the Releasees do not admit any liability to the Releasor, and that such liability is specifically denied.

**IT IS FURTHER UNDERSTOOD AND AGREED** that although the Garage Keepers’ Lien registered by the Releasor against the Vehicle in Alberta’s personal property registry, such Lien having registration number 22021202056 (the “**Lien**”), describes the debtor as “Big Bear Energy Service”, the Releasor intended to describe Big Bear as the debtor in respect of the Lien.

**THE RELEASOR** hereby agrees that, within seven (7) days of receipt of the Consideration, it shall cause the Lien to be discharged.

**IN CONSIDERATION OF THIS SETTLEMENT**, the Releasor covenants and agrees that neither it nor anyone else to its knowledge has caused or will cause to be commenced any legal proceedings, other than the Lien, against any person by reason of loss or damage it may have

suffered as a result of the Claim referred to in the first paragraph of this Release. The Releasor further covenants and agrees that it will keep the parties to this agreement released and indemnified against all claims which it or any other party may make arising out of or in connection with any claim for loss, damage or expense arising out of or in any way connected with the loss or damage which it suffered in the said Claim.

**THE RELEASOR** hereby warrants and represents that it has full authority to grant this Release and that no person or party is subrogated or is an assignee to any rights of recovery it may have arising out of the Claim referred to herein. The Releasor also warrants and represents that the person signing this Release has full authority to execute this document.

**IT IS HEREBY DECLARED** that the terms of this settlement are fully understood; that the amount stated herein is the sole consideration of this Release, and that the said sum is accepted voluntarily, uninfluenced by representations on the part of the Releasees or anyone representing the Releasees, for the purpose of making a full and final compromise, adjustment and settlement of all claims resulting from the matters referred to herein.

**THE RELEASOR** hereby agrees that it has carefully read this Release and it shall be binding upon it and the successors, administrators, executors, estate, transferees, principals, agents and insurers of the Releasor and ensures to the benefit of the Releasees, as well as their insurers, agents, heirs, executors, administrators, successors and assigns and wherever the singular number is used in this Release the same shall include the plural where the context is so required.

**THIS RELEASE** shall be governed by the laws of the Province of Alberta, Canada and the parties hereby irrevocably submit to the jurisdiction of the Courts of that Province, in the judicial district of Calgary.

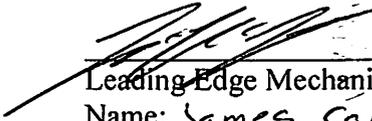
**THIS RELEASE** may be executed in counterpart, and each counterpart when executed shall be deemed an original, and such counterparts shall constitute one and the same instrument.

*[remainder of this page intentionally left blank]*

IN WITNESS WHEREOF the Releasor has hereunto executed this Release, this 19  
day of May, 2022.

SIGNED, SEALED AND DELIVERED )  
in the presence of: )  
)  
)  
)  
)

Oliver Bellomi  
Witness

  
Leading Edge Mechanical Ltd.  
Name: James Canning  
Title: Owner







CONFIDENTIAL

John Doe  
John Doe  
John Doe

CONFIDENTIAL

John Doe

John Doe

John Doe

John Doe

John Doe

CONFIDENTIAL

CONFIDENTIAL

CONFIDENTIAL

## **Appendix B**

May 3rd Lloyd Letter

**Direct Line:** (403)571-1053  
**Email:** nicholsonc@jssbarristers.ca  
**Assistant - Sarah Sklar** (403)571-0739  
**File No:** 15545-002

BY EMAIL (RGurofsky@blg.com)

May 3, 2022

Robyn Gurofsky  
Centennial Place, East Tower  
1900, 520 3rd Avenue SW  
Calgary, AB T2P 0R3

Dear Ms. Gurofsky:

**Re: Big Bear Energy Rentals Ltd. (“Big Bear”) et al. Receivership**

This is further to my recent voicemail messages to you this afternoon and our subsequent telephone call.

As you know, I act for Bob and Jason Lloyd. As discussed, my clients would like to receive copies of the confidential Appendices to the First Report of the Receiver (the “**Receiver’s Report**”) today. They will keep it confidential and will sign a non-disclosure agreement in that regard. Please provide it to me and we will get it signed promptly.

Further, as discussed, we do not believe it is appropriate to ask the Court at this time to approve “the Receiver’s actions, activities and conduct of the Receiver”. We oppose that portion of the application and seek for that relief to be adjourned *sine die*, especially in light of the outstanding guarantee enforcement lawsuit that has been brought by Canadian Western Bank (“**CWB**”) against my clients. The relief your client has sought in this regard would serve to potentially prejudice my clients in their defence of those proceedings.

By way of further explanation, from our client’s perspective, some of what is stated in the Receiver’s Report is inaccurate. As well, there are a number of outstanding matters which our clients need to address, including arising from the Receiver’s Report. For instance, we have not yet received the Quickbooks and JobUtrax accounting data we requested in our correspondence to the Receiver of April 10, 2022. As well, when Bob Lloyd inquired on March 29, 2022 of the Receiver’s Ryan Larson as to the progress the Receiver had made in gathering all of the equipment and inventory, he replied that 95% of it had been located. This is not consistent with paragraphs 114 and 116 of the Receiver’s Report. Nor is it consistent with the schedules attached to your letter dated April 14, 2022 which indicate, for instance, that a large number of clamps and fittings are missing. (The value of these items may total well in excess of \$1.5 million).

The assertions in paragraph 66 of the Receiver's Report seem to suggest that there was no agreement with the Regional Municipality of Wood Buffalo ("**RMWB**"). We understand that there was a Purchase Order dated January 12, 2022 issued by the RMWB in the amount of \$2.1 million and the General Services Agreement between Big Bear and the RMWB, which was effective from February 26, 2021 until February 25, 2022. This was the most lucrative business contract that Big Bear had.

The time to address the issues my clients have or may have with the Receiver and the realization is not now. Doing so at this time would be potentially wasteful given that these are only issues if the recovery is inadequate such that the CWB lawsuit proceeds.

We look forward to hearing back as to whether your client will agree to the *sine die* adjournment proposed as well as to receiving the confidential material and the related non-disclosure agreement for my clients' signature.

Please feel free to give me a call to discuss these matters further or any questions you may have.

Finally, please forward to me the **webex link** for the hearing tomorrow. Thank you.

Yours truly,

**Jensen Shawa Solomon Duguid Hawkes LLP**



Christa Nicholson

Partner

CN:ss

Encl.

cc. clients  
Orest Konowalchuk ([okonowalchuk@alvarezandmarsal.com](mailto:okonowalchuk@alvarezandmarsal.com)), Jill Strueby  
([jstrueby@alvarezandmarsal.com](mailto:jstrueby@alvarezandmarsal.com)), David Williams ([david.williams@alvarezandmarsal.com](mailto:david.williams@alvarezandmarsal.com)) - Alvarez  
Marsal Canada ULC  
Anthony Mersocj ([aMersich@blg.com](mailto:aMersich@blg.com)) - Borden Ladner Gervais LLP  
Kevin Richard ([krichard@groiaco.com](mailto:krichard@groiaco.com)) - Groia & Company

## **Appendix C**

May 3rd Carstairs Email

## Williams, David

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**From:** Williams, David  
**Sent:** Thursday, June 23, 2022 9:30 AM  
**To:** Williams, David  
**Subject:** FW: CWB v. Big Bear et al  
**Attachments:** 2022 RMWB \$2.1M Purchase Order.pdf; 2020-451-Flood Mitigation and Response - Pumping Services - Big Bear Energy Services (1).pdf

---

**From:** Kevin Richard <[KRichard@groiaco.com](mailto:KRichard@groiaco.com)>  
**Sent:** Tuesday, May 3, 2022 3:22:00 PM  
**To:** Gurofsky, Robyn <[RGurofsky@blg.com](mailto:RGurofsky@blg.com)>  
**Cc:** Mersich, Anthony <[AMersich@blg.com](mailto:AMersich@blg.com)>; Christa Nicholson <[nicholsonc@jssbarristers.ca](mailto:nicholsonc@jssbarristers.ca)>; Joseph Chan <[JChan@groiaco.com](mailto:JChan@groiaco.com)>  
**Subject:** CWB v. Big Bear et al

[External / Externe]

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Robyn,

We are counsel to Ken Carstairs. We are writing to you as counsel for the Receiver in this matter. Our client has had a chance to quickly review the First Report of the Receiver, dated April 25, 2022. I have copied counsel for Robert and Jason Llyod on this email.

In general, there are some statements and references contained in the First Report which, to our client's recollection, do not appear to be correct. These predominantly relate to matters that predate the appointment of the Interim Receiver and the treatment of receivables and WIP that existed as of in and around January 2022. Mr. Carstairs does not have access to all of the accounting records and so is not in a position to itemize and particularize all of his concerns. As I believe you are aware, we are trying to get some of those accounting records from the Receiver. We acknowledge that particularization would be of great assistance if we are asking the Receiver to look into certain matters in detail at this time. We expect that, in the event the lawsuit commenced by CWB proceeds, and disclosure is made through discovery, Mr. Carstairs will be in a position to particularize his concerns. At this time, we confirm that Mr. Carstairs reserves his rights to raise objection to, at least as it pertains and applies to defending himself in the lawsuit, statements contained in the First Report of the Receiver, and by inference in the Interim Receiver's report. Rather than having the litigation matters become injected into the receivership process, we agree that the Receiver should be focused on recovery and monetization of assets.

As a result of having the existing litigation and the Receivership at the same time, we have concerns about the Receiver's request for approval of its actions, activities and conduct at this time, and how it could effect the litigation. In our view, the request for this relief should be adjourned tomorrow. Our concern if it is not adjourned is that our client would be prejudiced if it was ever considered that such approval equated to a bar against Mr. Carstairs from objecting to and proving different, some statements made in the First Report during the course of defending himself in the litigation. I am happy to discuss this with you tonight or tomorrow morning if you are able.

One matter that we did wish to bring to your attention, with some particularization, is in reference to paragraph 66 of the First Report that seems to suggest that there was no agreement with the Regional Municipality of Wood Buffalo ("RMWB"). We understand that the Receiver should have possession of the attached two documents concerning the

work and agreement with the RMWB. These documents are the Purchase Order, dated January 12, 2022 which we understand was issued by the RMWB in the amount of \$2.1 million and the General Services Agreement between Big Bear and the RMWB, which was effective from February 26, 2021 until February 25, 2022. Mr. Carstairs cannot recall whether there is a formal email extending the General Services Agreement for another year (which is contemplated in the agreement itself), but does believe that the issuance of the Purchase Order was reflective of such an extension. The Receiver may well have considered all of this information as it worked through this issue with RMWB, however from the summary provided at paragraph 66, it is not clear to us whether the Receiver did so or was aware of these documents. As such, we wanted to bring this to the attention of the Receiver.

We understand that this work for the RMWB was going to be carried out and would have been very profitable for Big Bear. We look forward to hearing from you on this as soon as you or the Receiver are reasonably able to respond.

Yours truly,

Kevin Richard  
Groia & Company Professional Corporation  
365 Bay Street, Suite 1100  
Toronto ON M5H 2V1  
(D) 416-203-4485  
(F) 416-203-9231  
[www.groiaco.com](http://www.groiaco.com)

CONFIDENTIALITY NOTE: This e-mail message is intended only for the named recipient(s) above and contains information that is privileged, confidential and/or exempt from disclosure under applicable law. If you have received this message in error, or you are not the named recipient(s), please immediately notify the sender and delete this message in all its forms. Thank you.



# Purchase Order

<b>Vendor Address</b>	<b>Information</b>
BIG BEAR ENERGY RENTALS LTD. O/A BIG BEAR ENERGY SERVICES 3 INDUSTRIAL DRIVE SYLVAN LAKE AB T4S 1P4	<b>Purchase Order No.</b> 4500043590 <b>Date</b> 2022.01.12 <b>Vendor No.</b> 206057 <b>Currency</b> CAD <b>GST Reg #</b> 10693 0175 RT0001 <b>Buyer</b> Allison Kennedy <b>Phone</b> 780-743-7000 <b>Validity Start Date</b> <b>Validity End Date</b> <b>Delivery Date</b> 2022.05.30
<b>Billing Address</b>	
Regional Municipality of Wood Buffalo Attn: Accounts Payable 9909 Franklin Avenue Fort McMurray, AB T9H 2K4 Email Address:accounts.payable@rmwb.ca	

<b>Shipping Address:</b>	RMWB Central Stores 284 MacDonald Crescent Fort McMurray AB T9H 4B6 Canada
<b>Terms of payment:</b>	Net due in 30 days
<b>Terms of delivery:</b>	DDP(Delivered Duty Paid) /FORT MCMURRAY 2020-451 Flood Mitigation and Response - Pumping Services  2021/22 Pumping Plan

Item	Material/Description	Quantity	UM	Unit Price	Net Amount
10	Pumping Contract	1.00	AU	2,000,000.00 /AU	2,000,000.00
					0.00
	The item covers the following services:				
10	Pumping Contract	2,000,000.00	CAD	1.00	2,000,000.00
	<b>Net Amount</b>		CAD		2,000,000.00
	<b>Tax</b>		CAD		100,000.00
	<b>Total Amount</b>		<b>CAD</b>		<b>2,100,000.00</b>

**INSTRUCTIONS TO VENDOR**  
 Terms and Conditions applicable to this Purchase Order are the Standard Terms and Conditions posted on the RMWB Webpage, unless superseded by an existing contract as noted in the Header Text. If a copy of the Terms and Conditions are required, please contact the Buyer noted on this Purchase Order or visit [www.rmwb.ca/procurement](http://www.rmwb.ca/procurement).

All Vendors must abide by **COVID-19 Requirements and Guidelines** meaning any laws, bylaws, regulations, orders, or guidelines issued by the Municipality, the Government of Alberta, the Government of Canada or any other governmental authority related to the COVID-19 pandemic.

Payment terms calculated from receipt of invoice in Accounts Payable.



AGREEMENT NUMBER 2020-451

# **General Services Agreement between the Municipality and Big Bear Energy Services**

**PROJECT:** Flood Mitigation and Response - Pumping Services

**PROJECT NUMBER:** RFP-2020-451

**START DATE:** 02/26/2021



**GENERAL SERVICES AGREEMENT**

This Agreement, effective on the date of the last signature below, and numbered 2020-451 is

BETWEEN:

**The Regional Municipality of Wood Buffalo**  
(the "Municipality" or "RMWB")

AND:

**Big Bear Energy Services**  
(Legal Name of Contractor)

(the "Contractor")

**ENABLING ARTICLES**

**1. Form of Agreement**

This Agreement provides the terms and conditions that will govern orders for Work placed by the Municipality to the Contractor. In consideration of the mutual promises set out in this Agreement, the Municipality and the Contractor hereby agree as follows:

**2. The Deliverables**

The Deliverables to be provided by the Contractor under this Agreement are in respect of RFP-2020-451 and summarized as follows:

The Schedules attached in Part II of this Agreement provide details as to the Deliverables and associated pricing.

**3. Agreement Term**

The Term for this Agreement commences on the 2/26/21 and expires on or about 2/25/22 with an option in favor of the Municipality to extend the agreement on the same terms and conditions for an additional two (2) one (1) year terms.

**4. Parts of the Agreement**

This Agreement consists of these Enabling Articles, the General Terms and Conditions included as Part I and the Schedules included as Part II including all addenda and clarifications to the RFP, the extracts from the Proposal and any amendment executed in accordance with the terms of this Agreement.

**Part I General Terms and Conditions**

**Part II Schedules A - H**

- Schedule A - Supplementary Conditions
- Schedule B - Scope of Work
- Schedule C – Key Personnel – (if applicable)
- Schedule D – Compensation/Invoicing
- Schedule E – Insurance
- Schedule F - Forms



5. Notices

Information, notices and questions under this Agreement must be directed to the following Addresses. Notices must be in writing and either deposited by registered mail with postage prepaid, delivered in person or by prepaid courier or sent by email. Either RMWB or the Contractor may change its address below by written notice to the other party.

Regional Municipality of Wood Buffalo
9909 Franklin Avenue
Fort McMurray, AB T9H 2K4
Attention: Purchasing

Phone: 780-743-7000

Email: purchasing@rmwb.ca

Contractor: Big Bear Energy Services

Address: 3 Industrial Dr, Sylvan Lake, AB T4S 1P4

Attention: Matt O'Neill

Phone: 403-396-0702

Email: matt.oneill@bigbearenergy.com

6. Entire Agreement

This Agreement, including any modification of it, constitutes the entire agreement between the Municipality and the Contractor with regards to the provision of Deliverables. This Agreement supersedes any prior understanding, negotiations, representations and agreements, either collateral, oral or written, related to this Agreement.

7. Execution

This Agreement may be executed and delivered in any number of counterparts, each of which will be deemed to be an original, and all of which together will constitute the same Agreement. A party's facsimile, scanned or other electronic image of a signature serves as that party's legally binding signature to this Agreement or any amendment.

IN WITNESS WHEREOF the parties have caused to be hereto affixed their respective corporate seals attested by the signatures of their duly authorized signing officers.

Signed at Fort McMurray in the Regional Municipality of Wood Buffalo in the Province of Alberta this 3/12/2021 day of March, 2021.

REGIONAL MUNICIPALITY OF WOOD BUFFALO

DocuSigned by: Rachel Orser
CFA9D4E39CC14AE...

Per: Rachel Orser - Director, Supply Chain

DocuSigned by: Jamie Doyle
AE35572480B8484...

Per: Jamie Doyle, CAO

DS
BW

Signed at "Village/Town/City Name" in the Province of Alberta this 3/11/2021 day of March, 2021.

Big Bear Energy Services

DocuSigned by: Matt O'Neill
477358FD4C01433...

Per: Matt O'Neill



## PART I

### GENERAL TERMS AND CONDITIONS

#### GC 1. DEFINITIONS

1.1 In this Agreement, unless the context otherwise requires, the following definitions shall apply:

**Agreement** means the aggregate of: (a) this Agreement, including the Enabling Articles, these Part I General Terms and Conditions and the Schedules in Part II attached at the time of execution; (b) the Procurement, including all addenda and clarifications; (c) the accepted Proposal; and (d) any amendment executed in accordance with the terms of this Agreement.

**Agreement Price** means the compensation to be paid to the Contractor under this Agreement in accordance with GC 2 of this Agreement.

**Business Day** means any day other than a Saturday, Sunday or statutory holiday recognized in the Province of Alberta.

**Change Order** means a written record of a *Change* as described in GC 24, in the form attached in Schedule E, prepared and signed by the *Municipality* and the *Contractor* stating their agreement to a *Change* and the method of adjustment of the *Agreement Price* or Term, or both, if applicable, and includes all ripple and cumulative effects of the current *Change Order* and any previous *Change Orders*, if any.

**Claim** or **Claims** means, as the case may be, any one or more of the following: claims, liabilities, losses, costs, damages, Consequential Damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits, liens, encumbrances, suits or other proceedings, whether first party or third party, together with legal costs on a solicitor-and-his-own-client full indemnity basis.

**Completion** means the completion of the Work under this Agreement, with the exception of Warranty Work, has been fully completed, including rectification of all known *Deficiencies*, which has been verified by the Municipality Representative.

**Confidential Information** means all information that is acquired by, or becomes known to, the *Contractor* or any of its personnel, agents or *Subcontractors* as a result of, directly or indirectly, performing the *Work*, or otherwise being involved in the *Project* and which is in the nature of one of the following categories of information:

- (a) all information with respect to the *Municipality* operations, the *Project* and this Agreement; or
- (b) all personal information as defined in the FOIP.

**Consequential Damages** means any one or more of: loss of profits or anticipated profits, loss of business opportunity, loss of revenue and loss of reputation.

**Conflict of Interest** includes, but is not limited to, any situation or circumstance where (a) in relation to the procurement process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having or having access to information in the preparation of the proponent's Submission that is confidential to the Municipality and not available to other proponents; (ii) communicating with any person with a view to influencing preferred treatment in the procurement process; or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive procurement process and render that process non-competitive and unfair; or (b) in relation to the performance of its contractual obligations in a Municipality Agreement, the Contractor's other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgment; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations.

**Contractor** means the entity identified on the first page of this Agreement and includes, where applicable, Contractor's authorized representative as designated to the Municipality by Notice, from time to time.

**Deficiencies** means one or more defects or deficiencies in the Work or Materials.



**Deliverables** means all goods and services required by the RFP to be provided to the Municipality by the Contractor in accordance with this Agreement including but not limited to any goods or services or any and all Intellectual Property and any and all concepts, techniques, ideas, information, documentation and other materials, however recorded, developed or provided.

**Estimated Completion Date** means the date all Work is anticipated to have been completed.

**"FOIP"** means the *Freedom of Information and Protection of Privacy Act*, Revised Statutes of Alberta 2000, Chapter F-25, as amended.

**Force Majeure** means any occurrence, other than the financial incapability of a *Person*, which prevents or delays a *Party* from performing its obligations under this Agreement (except an obligation to pay any amount) within the time required for the performance of such obligation and which is beyond the control and without the fault or negligence of the *Party* relying on such occurrence, and which by the exercise of reasonable diligence that *Party* could not have reasonably contemplated happening and which, at the time of such occurrence, is beyond the reasonable control of the *Party* required to perform such obligation and such *Party* is unable to reasonably prevent or provide against such occurrence.

**Indemnified Parties** means the Municipality and the Municipality's elected officials, directors, officers, agents, employees and volunteers.

**Gross Negligence** means conscious and voluntary disregard to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both.

**Industry Standards** include, but are not limited to (a) the provision of any and all labour, supplies, equipment and other goods or services that are necessary and can reasonably be understood or inferred to be included within the scope of this Agreement or customarily furnished by Persons providing Deliverables of the type provided hereunder in similar situations in Alberta and; (b) adherence to commonly accepted norms of ethical business practices, which shall include the Contractor establishing, and ensuring adherence to, precautions to prevent its employees or agents from providing or offering gifts or hospitality of greater than nominal value to any person acting on behalf of or employed by the Municipality;

**Intellectual Property** means any intellectual, industrial or other proprietary right of any type in any form protected or protectable under the laws of Canada, any foreign country, or any political subdivision of any country, including, without limitation, any intellectual, industrial or proprietary rights protected or protectable by legislation, by common law or at equity.

**Law** means the common law and all applicable decrees, statutes, laws, by-laws, rules, orders, codes, directives and regulations in effect from time to time and made or issued by any Governmental Authority having jurisdiction over any aspect of the Project, the Work, this Agreement, the Municipality, the Contractor and the subcontractors, and includes any applicable replacement, amendment or supplementary legislation, and any applicable regulations.

**Materials** means materials, goods, supplies, machinery, equipment and fixtures which are or which are to be permanently incorporated into the Work, but excludes machinery and equipment used to prepare, fabricate, convey, or erect the Work, which are referred to as construction machinery and equipment.

**Municipality** means Regional Municipality of Wood Buffalo and includes an individual, whom the Municipality may designate, by Notice, from time to time, as its representative in relation to this Agreement.

**Municipality Confidential Information** means all information of the Municipality that is of a confidential nature, including all Confidential Information in the custody or control of the Municipality, regardless of whether it is identified as confidential or not, and whether recorded or not, and however fixed, stored, expressed or embodied, which comes into the knowledge, possession or control of the Contractor in connection with this Agreement. For greater certainty, Municipality Confidential Information shall: (a) include: (i) all new information derived at any time from any such information whether created by the Municipality, the Contractor or any third-party; (ii) all information (including Personal Information) that the Municipality is obliged, or has the discretion, not to disclose under provincial or federal legislation or otherwise at law; but (b) not include information that: (i) is or becomes generally available to the public without fault or breach on the part of the Contractor of any duty of confidentiality owed by the Contractor to the Municipality or to any third-party; (ii) the Contractor can



demonstrate to have been rightfully obtained by the Contractor, without any obligation of confidence, from a third-party who had the right to transfer or disclose it to the Contractor free of any obligation of confidence; (iii) the Contractor can demonstrate to have been rightfully known to or in the possession of the Contractor at the time of disclosure, free of any obligation of confidence when disclosed; or (iv) is independently developed by the Contractor; but the exclusions in this section shall in no way limit the meaning of Personal Information or the obligations attaching thereto under this Agreement or at law.

**Newly Created Intellectual Property** means any Intellectual Property created by the Contractor in the course of performance of its obligations under this Agreement.

**Other Contractors** means any other contractors or consultants which are retained directly by the Municipality other than the Contractor.

**Party** means one of the parties to this Agreement and Parties means the Municipality and the Contractor, collectively, as the case may be.

**Person** if the context allows, includes any individuals, persons, firms, partnerships or corporations or any combination thereof.

**Personal Information** means recorded information about an identifiable individual or that may identify an individual.

**Proposal** means the bid or proposal submitted by the Contractor in response to the RFP and accepted by the Municipality.

**RFP** means the Invitation to Tender, Request for Proposals, Request for Quotations or any similar procurement document issued by the Municipality in respect of the Deliverables to be provided under this Agreement.

**Scope of Work** means the Scope of Work described in Schedule B of this Agreement and as otherwise agreed by the Parties.

**Toxic or Hazardous Substances** means any solid, liquid, gaseous, thermal or electromagnetic irritant or contaminant and includes all pollutants and hazardous substances or wastes whether or not defined in any Law.

**Term** means the period of time from the commencement date to and including the earlier of: (i) the Completion Date or (ii) the date of termination of this Agreement in accordance with its terms.

**Warranty Period** means that period of time set out in this Agreement during which the Contractor is obligated to warrant the Work.

**Warranty Work** means the Work to remedy, correct or rectify any Deficiencies, including any Work required to access the Deficiencies and any Work required to make good the Deficiencies and any other Work performed by the Contractor that is destroyed, disturbed or negatively affected by the performance of the Work to remedy, correct or rectify any Deficiencies, which shall be performed by the Contractor.

**Work** means all goods and services to be provided by the Contractor under this Agreement, including Warranty Work.

- 1.2 If there is a conflict within the documents that are incorporated herein, the order of priority, from highest to lowest, shall be:
- (a) this Agreement;
  - (b) applicable policies of the *Municipality*
  - (c) any other *Scope of Work Documents* not referred to above.

## GC 2. AGREEMENT PRICE

### 2.1 Payment



The Agreement Price shall be in accordance with the rates provided in Schedule D – Compensation and Invoicing.

Unless otherwise specified in this Agreement, all references to money are in Canadian dollars.

The Municipality shall in accordance with this Agreement, subject to the Contractor's compliance with the provisions of this Agreement, pay the Contractor:

- (a) For the Work or Deliverables provided at the rates and payment terms established under this Agreement as set out in Schedule D – Compensation and Invoicing.
- (b) For the expenses, if any, in accordance with the Municipality's Administrative Procedure FIN210: Contractor and Consultant Disbursement Procedure, dated Oct 1, 2015 as amended or replaced from time to time (See Schedule D) if they are supported by proper receipts and, in the Municipality's opinion, are necessarily incurred by the Contractor in providing the Work; and
- (c) Applicable Goods and Services Tax payable by the Municipality under law or agreement with the relevant taxation authorities on the rates and expenses described in Schedule D.

## 2.2 Travel Expenses

The Municipality may at its sole discretion pay reasonable expenses incurred by Contractors and Consultants while traveling to or from the place of Work or on behalf of the Municipality on business. Travel requests must be pre-approved by appropriate representative of the Municipality. Payment shall be in accordance with the Municipality's Administrative Procedure FIN210: Contractor and Consultant Disbursement Procedure, Dated Oct 1, 2015 (See Schedule D).

## 2.3 Withholding Tax

When applicable the Municipality shall withhold any applicable tax withholding tax from amounts due and owing to the Contractor under this Agreement and shall remit it to the appropriate government in accordance with applicable tax laws. If the Contractor is not a resident in Canada, the Contractor acknowledges that the Municipality may be required to withhold income tax from the fees described Schedule D.

## 2.4 Final Payment (Use if applicable)

When the Contractor considers that it has achieved Total Performance of the Work, the Contractor shall prepare and submit to the Municipality Representative a certificate of Total Performance of the Work stating that the Contractor has achieved Total Performance of the Work. The Municipality Representative shall, no later than 14 days after the receipt from the Contractor of a certificate of Total Performance of the Work make an assessment of the Work to verify the validity of the certificate and notify the Contractor of its approval, or reasons for disapproval of the certificate. If disapproved, the Contractor shall re-submit the certificate of Total Performance of the Work when it has addressed the reasons for disapproval of the previous certificate and shall repeat the process until approval is obtained.

After the Municipality Representative has approved the Contractor's certificate of Total Performance of the Work, the Contractor shall submit a final invoice. Subject to GC 9. DEFICIENCIES AND REMEDIES, the Municipality shall make payment to the Contractor of amounts certified as due by the Municipality, no later than 30 days after receipt of correct final invoice and attainment of the following conditions:

- (a) Total Performance of the Work has been achieved by the Contractor, as verified and approved by the Municipality Representative;
- (b) No liens have been registered arising from the Work;
- (c) There are no Claims that have been made, or that could be made, against the Municipality for the performance of the Work by any Person other than the Contractor; and
- (d) The Contractor confirms in writing that, upon payment in the amount applied for, that the Contractor has no further Claim against the Municipality for the Work, for any reason.

This section shall survive any termination or expiry of this Agreement.



### GC 3. REPRESENTATIONS AND WARRANTIES

- 3.1 As at the date this Agreement is executed and delivered by, or on behalf of the Parties, the Contractor represents and warrants to the Municipality as follows, except to the extent the Contractor has previously disclosed otherwise in writing to the Municipality,
- (a) All information, statement, documents and reports furnished or submitted by the Contractor to the Municipality in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects, true and correct;
  - (b) The Contractor has the following in place and available to enable the Contractor to fully perform the Work and to grant all licenses under this Agreement: sufficient materials, appropriate equipment, facilities, professional and competent staff who are qualified and skilled in their occupations, and approved sub-contractual or other agreements, where applicable;
  - (c) The Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and if not;
  - (d) The Contractor shall obtain and maintain all necessary registrations, licenses, authorizations and Municipal/Provincial/Federal permits. The Contractor shall, at all times during the Term of this Agreement, at its own expense, be in possession of a valid and subsisting business license issued by the Municipality authorizing the Contractor to carry out and perform the Work required to be performed under this Agreement. Cost of the business license to be borne by the Contractor and any/all subcontractors.
- 3.2 The Contractor further warrants that the Work, including all workmanship, labour, design, Materials and equipment supplied by the Contractor, either directly or indirectly, and incorporated into the Work, shall be performed in a professional, highly competent, safe and good workmanlike manner to the satisfaction of the Municipality and in accordance with the highest standard prevailing for such type of Work of a similar nature in the Province of Alberta and shall be free from Deficiencies, liens or encumbrance on title; and shall comply in all respects with this Agreement, Industry Standards, all applicable specifications and Requirements of Law.
- 3.3 Subject to 3.4 the Warranty Period with regard to the Work shall be the longer of:
- (a) two years from the date of Total Performance of the Work for any Materials or portions of the Work which are supplied or completed before Total Performance of the Work is attained, unless a longer period is specified in the Scope of Work for such Materials or portions of the Work;
  - (b) where a period longer than that described in Section 3.3(a) is specified in the Scope of Work, then that period specified in the Scope of Work shall apply from the date specified in the Scope of Work or, if no date is specified, from the date of Total Performance of the Work.
- 3.4 Where Warranty Work is performed, regardless of the initial Warranty Period, the Warranty Period shall recommence for that Warranty Work for the same period as initially contemplated commencing on the date of completion of the Warranty Work.
- 3.5 The Contractor shall promptly perform the Warranty Work, at the Contractor's expense to the satisfaction of the Municipality for all Deficiencies of which the Contractor is provided Notice by the Municipality during the Warranty Period or within reasonable time mutually agreed by both parties.
- The Contractor shall pay for any damage to other work resulting from defects that arise during the Warranty Period.
- 3.6 All Warranty Work carried out by the Contractor shall be performed during periods of time acceptable to the Municipality.
- 3.7 The Contractor acknowledges that the completed Project or Work is a Municipality service or facility and that certain Deficiencies, if not remedied immediately, may pose a risk to the residents or visitors to the Municipality. Accordingly, the Contractor shall ensure that any Warranty Work which is of an emergency nature, as reasonably determined by the Municipality, is performed immediately upon receipt of Notice from the Municipality.



#### **GC 4. WORK EXECUTION**

- 4.1 The Contractor shall provide and pay for all labour, Materials, tools, construction machinery and equipment, water, heat, light, power, transportation, and other facilities and services, including temporary work and utilities, necessary for the performance of the Work. **(Only use if applicable)**
- 4.2 Materials provided shall be new, fit for the purposes intended by the Municipality and otherwise of the quality as depicted in and required by the Scope of Work. Materials that are not specified shall be of a quality consistent with those specified and their use confirmed in writing in advance as being acceptable to the Municipality.
- 4.3 The Contractor shall maintain good order and discipline among the Contractor's personnel, and the subcontractor's personnel engaged in the performance of the Work, and shall not employ, or permit to be employed, any subcontractor not skilled in the tasks assigned. – **If Subcontracting is applicable.**
- 4.4 Until such time as the Materials are incorporated into the Work, the Contractor will be responsible for the safe and secure storage and preservation of Materials on the Project Site, or elsewhere if located off of the Project Site, so as to avoid damage, destruction, contamination, alteration, waste or spoilage to the Materials, injury to persons or damage or destruction to property resulting from such Materials.

#### **GC 5. INDEMNITY, INSURANCE AND BONDING**

##### **5.1 Indemnity**

The Contractor shall at all times and without limitation be fully liable for, and shall indemnify and hold harmless the Indemnified Parties from and against any and all Claims by whomever made, sustained, incurred, brought or prosecuted, including for third party bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the Contractor, its subcontractors or their respective directors, officers, agents, employees, partners, affiliates, volunteers or independent contractors in the course of performance of the Contractor's obligations under, or otherwise in connection with, this Agreement. The Contractor further agrees to indemnify and hold harmless the Indemnified Parties for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, by any person, entity or organization, including, without limitation, the Municipality, claimed or resulting from such Claims. The obligations contained in this section shall survive the termination or expiry of this Agreement.

##### **5.2 Insurance**

The Contractor shall place and maintain the insurance coverage as designated as their responsibility in Schedule E – Insurance, unless otherwise indicated in writing by the Municipality. The Municipality reserves the right to require supplemental or additional insurance coverage from time to time as may be required by change order. The insurance required to be obtained and maintained by the Contractor shall in no manner limit the Contractor's obligations to indemnify or otherwise perform the obligations required of it pursuant to the terms of this Agreement. The Contractor must comply with the attached Insurance Schedule E.

##### **5.3 Workers' Compensation Requirements**

Contractor must maintain an account in good standing with the Alberta Workers' Compensation Board (WCB) or its equivalent during the Term of this Agreement and any amendment to this Agreement. Alberta WCB Certificate or its equivalent must be provided to the Municipality prior to signing this Agreement and thereafter upon request by the Municipality.

##### **5.4 Bonding**

Unless otherwise expressly waived in writing by the Municipality, the Contractor shall, prior to commencement of the Work, pay for and provide to the Municipality:

- (a) a performance bond equivalent to 50% of the estimated compensation payable to the Contractor under this Agreement covering the performance of this Agreement, including any warranty requirements; and



- (b) a labour and material payment bond equivalent to 50% of the estimated compensation payable to the Contractor under this Agreement covering the performance of this Agreement, including any warranty requirements.

The bonds shall be:

- (c) in the form which is acceptable to the Municipality;
- (d) issued by a duly licensed surety company authorized to transact a business of suretyship in the Province of Alberta; and
- (e) maintained in good standing until completion of the Work.

The Municipality will not be obligated to make any payment to the Contractor until such time as the bonds set out herein have been delivered to the Municipality by the Contractor.

#### **GC 6. GROSS NEGLIGENCE AND WILLFUL MISCONDUCT**

Notwithstanding anything in this Agreement to the contrary, each party is fully responsible, without limit, for Gross Negligence or Willful Misconduct of its personnel, including managerial and senior supervisory staff, and is not entitled to a release or indemnity from the other party for this conduct.

#### **GC 7. DELAY**

7.1 Subject to the limitations and requirements expressly stated in this GC 7. DELAY, and the Contractor's obligation to mitigate the impact of any delay, if the Contractor is delayed in the performance of the Work:

- (a) due to an action or omission of the Municipality, or any Person for whom the Municipality is responsible at Law, including a delay in commencement or suspension pursuant to Section 8.6; or
- (b) by a "stop work" or similar order issued by a court or Governmental Authority, and providing that such order was not issued as the result of an act or fault of the Contractor or any Person for whom the Contractor is responsible at Law,

then the Term shall be extended for such reasonable time as is appropriate to account for the delay directly associated with the causes set out above, not including parallel delays caused by the Contractor or a Person for whom it is responsible at Law; as the Municipality, in the first instance, determines, or as may be subsequently determined in accordance with GC 32. DISPUTE RESOLUTION.

7.2 No extension of the Term shall be made and no adjustment in the Agreement Price shall be made for any delay except for a delay described in Section 7.1 and then only if the Contractor provides Notice, in accordance with Section 7.3, of such to the Municipality within 5 Business Days after the occurrence of the event which has caused the delay.

7.3 The Notice prescribed by Section 7.2 must:

- (a) contain sufficiently particularity to enable the Municipality with the opportunity to identify the cause of the delay and to take steps to mitigate the impact of such delay;
- (b) be provided by the Contractor to both the Municipality with respect to each and every event of delay; and
- (c) be provided as separate Notice, as a reference in any meeting minutes will not suffice

7.4 Knowledge by the Municipality of any delay, or the impact of any delay, shall not constitute a waiver of the requirement for the Contractor to provide Notice in accordance with this GC 7. DELAY.

7.5 The failure to provide Notice in strict compliance with this GC 7. DELAY shall be deemed to be prejudicial to the Municipality and shall preclude the Contractor from claiming, or from any entitlement to, any Claim or adjustment to the Term or Agreement Price with respect to such delay or any impact of such delay.



## **GC 8. TERMINATION OR SUSPENSION\**

### **8.1 Immediate Termination**

The Municipality may immediately terminate this Agreement by giving notice to the Contractor where (a) the Contractor is adjudged bankrupt, makes a general assignment for the benefit of its creditors or a receiver is appointed on account of the Contractor's insolvency; (b) the Contractor breaches any provision in GC 15. FREEDOM OF INFORMATION & PROTECTION OF PRIVACY ACT of this Agreement; (c) the Contractor breaches the GC 19. CONFLICT OF INTEREST of this Agreement; (d) the Contractor, prior to or after executing this Agreement, makes a material misrepresentation or omission or provides materially inaccurate information to the Municipality; (e) the Contractor undergoes a change in control which adversely affects the Contractor's ability to satisfy some or all of its obligations under this Agreement; (f) the Contractor subcontracts for the provision of part or all of the Deliverables or assigns this Agreement without first obtaining the written approval of the Municipality; or (g) the Contractor's acts or omissions constitute a substantial failure of performance and the above rights of termination are in addition to all other rights of termination available at law, or events of termination by operation of law.

### **8.2 Termination for Default**

Subject to the above section, if the Contractor is shown to be in default in the performance of any of the Contractor's material obligations set forth in this Agreement, then the Municipality may, by a Non-Conformance Notice, written to the Contractor, require such default to be corrected. If, within 7 days after receipt of such notice, such default shall not have been corrected or reasonable steps to correct such default shall not have been taken, the Municipality may, without limiting any other right or remedy the Municipality may have, immediately terminate this Agreement and make settlement for the cost of the Work rendered and all disbursements incurred by the Contractor pursuant to this Agreement and remaining unpaid as of the effective date of such termination. The Municipality shall have the right to set off any extra costs incurred by the Municipality as a result of the Contractor's default. The Contractor will not be entitled to any additional payment other than as provided herein and hereby waives any Claims thereto. Refer to Schedule H – Forms – Non-Conformance Report.

### **8.3 Termination for Convenience**

The Municipality, in its sole discretion, shall have the right, which may be exercised at any time, to terminate all or a portion of the Work or this Agreement, without reason or cause, by giving not less than 30 Business Days' Notice to the Contractor. If the Work or this Agreement are terminated by the Municipality pursuant to this Section 8.3: The Contractor shall be entitled to:

- (a) the portion of the Agreement Price owed but unpaid to the date of termination, computed in accordance with this Agreement; and
- (b) reasonable costs incurred by the Contractor in terminating the Work or this Agreement, provided such costs are approved in writing by the Municipality prior to being incurred by the Contractor

If the Work or this Agreement are terminated by the Municipality pursuant to this Section 8.3, the Municipality shall not be liable to the Contractor for any amounts other than as stated in this Section 8.3, as applicable, including any Claims or Consequential Damages, except as expressly provided for herein, and the Contractor shall indemnify and hold harmless the Municipality, its officers, directors, personnel, agents, and consultants from any such Claims.

### **8.4 Contractor's Right to Terminate**

If the Work is stopped or otherwise delayed for a period of 90 consecutive days or more under an order or decision of a court or decision of another Governmental Authority, and providing that such order was not issued as the result of an act or fault of the Contractor or any Person for whom the Contractor is responsible at Law, the Contractor may terminate the Work without prejudice to any other right or remedy the Contractor may have, by giving the Municipality Notice 30 Business Days prior to such termination.

The Contractor shall provide Notice to the Municipality, if the Municipality is in default of its contractual obligations to pay the Contractor when due. The Notice shall state that if the default is not corrected in the 30



Business Days immediately following the receipt of the Notice, the Contractor may, without prejudice to any other right or remedy it may have, stop the Work or terminate this Agreement.

If the Contractor terminates this Agreement under the conditions set out in this Section 8.4, the Contractor shall be entitled to be paid for all of the Work that have been properly performed in accordance with this Agreement to the date of termination and which have not been paid for or reimbursed to that date, and such other costs and expenses which the Municipality considers to be reasonable and which are supported by auditable documentation that the Contractor may have sustained as a direct result of the Municipality's default, but shall not be entitled to any Claim for Consequential Damages.

#### 8.5 Obligations on Termination

Upon receipt of Notice of termination of this Agreement, for whatever reason or howsoever caused, the Contractor shall:

- (a) subject always to considerations of safety and of the environment, immediately discontinue performance of the Work, except to the extent as may be necessary to carry out such discontinuance, and ensure that its operations and activities are brought to an orderly conclusion and that demobilization occurs in a proper and careful fashion with due attention being paid to the protection of the Project and the Work.
- (b) comply in full of the Municipality's instructions regarding the termination
- (c) promptly deliver to the Municipality all of the deliverables and the Municipality's Confidential Information and Intellectual Property, including the originals and all copies
- (d) carry out all of the Municipality's instructions concerning subcontracts If applicable
- (e) upon the Municipality's request, immediately assign to the Municipality, or its nominee, those subcontracts and licenses specified by the Municipality and the Contractor hereby grants to the Municipality an irrevocable power of attorney for the purpose of executing any such assignment document if the Contractor fails to execute an assignment upon the Municipality's request; and
- (f) assign to the Municipality, or its nominee, as directed, rights and titles relating to all Materials for which the Contractor has been paid or will be paid through the termination process.

#### 8.6 Delayed Commencement or Suspension

The Municipality, in its sole discretion, may delay the commencement of, or temporarily suspend all or any portion of the Work, or both, as the case may be, by giving Notice to the Contractor of that fact, which Notice shall be effective as at the date and time stipulated in the Notice. In the event that the Municipality chooses to delay the commencement of the Work or implement a suspension:

- (a) the Contractor shall only commence or re-commence the performance of the Work as the case may be, upon being given *Notice* from the *Municipality* directing commencement or re-commencement;
- (b) the Term, at the discretion of the Municipality, may be adjusted for such period of time as deemed by the Municipality, to account for the period of delay or suspension affecting the Work and any seasonal impact on the Work directly resulting from the delay or suspension; Notwithstanding the foregoing, no extension shall be made for delay unless the Contractor provides the Municipality with written notice in accordance with Section 7.2.
- (c) the Municipality may consider payment of Contractor's direct costs of the delay of commencement of the Work or temporary suspension, upon the Contractor submitting a request for payment in accordance with GC 2. AGREEMENT PRICE, together with evidence of the direct costs having been incurred which is satisfactory to the Municipality.

### GC 9. DEFICIENCIES AND REMEDIES

At all times during the performance of the Work, the Contractor shall promptly remedy, correct and rectify all Faults or Deficiencies whether or not the Faults or Deficiencies have been incorporated in the Work, and whether or not the Faults or Deficiencies are the result of poor workmanship, use of defective Materials, or damage



through carelessness, negligence or other act or omission of the Contractor or any Person for whom the Contractor is responsible at Law.

The Contractor shall remedy, correct and rectify, as required to ensure the timely performance of the Work in accordance with the Schedule (if applicable), any and all:

- (a) Deficiencies in a manner acceptable to the Municipality; and
- (b) Work, or other work, that is destroyed or damaged as a result of the Deficiencies or the remedying or correction thereof.

If, in the opinion of the Municipality, it is not expedient to correct any Deficiency, or Work not performed as provided for in this Agreement, the Municipality, after consultation with the Contractor, may require the Contractor to deduct from the amount otherwise due to the Contractor the difference in value between the Work as performed and that called for by this Agreement. If the Municipality and the Contractor do not agree on the difference in value, they shall refer the matter for determination in accordance with GC 32. DISPUTE RESOLUTION.

In the event that the Contractor does not remedy, correct or rectify the Deficiencies as required herein, the Municipality may, upon Notice to the Contractor, take such steps as may be necessary to remedy, correct or rectify the Deficiencies or the Work or other work which is damaged or destroyed as a result of the Deficiencies or the remedying or correction thereof. In such event, the Contractor will promptly pay the Municipality for costs incurred by the Municipality, the Municipality's own forces, or Other Contractors, for remedying, correction or rectification of those Deficiencies, including both the Work or other work, if any, destroyed or damaged, or any alterations necessitated by the Contractor failing to remedy, correct or rectify the Deficiencies and any Claims incurred by the Municipality in so doing may be set-off against any monies due from the Municipality to the Contractor.

#### **GC 10. INDEPENDENT CONTRACTOR**

The Contractor shall be deemed an independent Contractor and shall not act as nor be an agent or employee of the Municipality. As an independent Contractor, the Contractor will be responsible for performing the Work and for persons employed by Contractor and engaged in the performance of the Project. The Contractor's activities will be at its own risk and is hereby given notice of its responsibility for arrangements to guard against physical, financial and other risks as appropriate. The Contractor shall observe and abide by all applicable laws and regulations, including but not limited to, those of the Municipality relative to conduct on its premises.

#### **GC 11. SUBCONTRACTORS (If applicable)**

11.1 The Contractor shall not subcontract or assign the whole or any part of this Agreement or any monies due under it without the prior written approval of the Municipality. Such consent shall be in the sole discretion of the Municipality and subject to the terms and conditions that may be imposed by the Municipality. Without limiting the generality of the conditions which the Municipality may require prior to consenting to the Contractor's use of a subcontractor, every Agreement entered into by the Contractor with a subcontractor shall adopt all of the terms and conditions of this Agreement as far as applicable to those parts of the Deliverables provided by the subcontractor. Nothing contained in this Agreement shall create a contractual relationship between

any subcontractor or its directors, officers, employees, agents, partners, affiliates or volunteers and the Municipality.

11.2 The Contractor shall be fully responsible to the Municipality for acts and omissions of subcontractors and any Person engaged, employed or contracted by the subcontractors.

11.3 The Contractor shall ensure that all subcontracts entered into between the Contractor and its Subcontractors require those subcontractors to ensure that all of their respective personnel engaged in the performance of the Work are skilled in the tasks assigned to them.

11.4 The Contractor agrees not to change a subcontractor without the Municipality's prior written consent. Any change in subcontractors will not result in an adjustment to the Agreement Price or Term.



**GC 12. PRIME CONTRACTOR OR CONSULTANT (Only use if applicable)**

The Prime Contractor Agreement will be furnished by the Municipality. The Contractor shall be the Prime Contractor and shall comply with the provisions of the Occupational Health and Safety Act, R.S.A. 2000, Chapter O-2, the amendments thereto, and regulations thereunder or any successive legislation. The Contractor shall provide a Worksite Safety Plan. The Prime Contractor Agreement and the Work Safety Plan shall constitute integral part of this Agreement.

**GC 13. SAFETY**

- 13.1 In the performance of this Agreement, the Contractor shall comply with all of the provisions of the Occupational Health & Safety Act, Revised Statutes of Alberta 2000, Chapter O-2 and all amendments thereto and all regulations and codes now or hereafter made thereunder and shall indemnify the Municipality in respect to all matters arising out of or in connection with the failure of the Contractor to comply in all respects with the applicable provisions of the said Act, Regulations and Codes.
- 13.2 All Work performed under this Agreement must follow the most stringent of all prescribed safety policies and procedures including but not limited to those of the Province of Alberta, the Regional Municipality of Wood Buffalo, and the Contractor or any subcontractor.
- 13.3 The Municipality may, at its sole and absolute discretion, for reasons of health and safety, cause parts of, or all of, the Work or Project to be stopped, or the Contractor or any of the Subcontractors to be removed or excluded from the Project Site. Such action shall not relieve the Contractor from its obligations under this Agreement or otherwise affect the Agreement Price, the Term or give rise to any Claim by the Contractor against the Municipality.
- 13.4 At any time, the Municipality may, upon giving the Contractor, Notice of not less than two Business Days, withdraw the delegation of the role of Prime Contractor (if applicable) for Safety to the Contractor and either take on itself, or delegate to an Other Contractor, the role of Prime Contractor for Safety. In which case, the Contractor shall comply, and ensure the compliance of all Subcontractors and Persons for whom they are responsible at Law, with all safety directions made or imposed by the replacement Prime Contractor for Safety.

**GC 14. TRADE AGREEMENTS**

The Municipality shall not adopt or maintain any form of discrimination based on the province of origin of goods, services, construction materials or the Contractors of such goods, services or construction materials in its procurement practices. The intent is to ensure the Municipality's needs are met for goods, services and construction through a fair acquisition process that is based on the highest degree of competition, efficiency and effectiveness and is consistent with Chapter 5 of the Canada Free Trade Agreement.

**GC 15. FREEDOM OF INFORMATION & PROTECTION OF PRIVACY ACT (FOIP)**

All documents and information, including books, maps, drawings, photographs, letters and information that is written, photographed, recorded or stored in any manner, submitted to the Municipality in respect to this Agreement are records in the custody and control of the Municipality and, as such, may be subject to the access and privacy provisions of the FOIP and other legislation, whether currently in force or enacted in the future. The FOIP may give a person a right of access to records in the custody or control of the Municipality, subject to limited and specific exceptions.

The Contractor shall identify the confidential portions of documents which contain the following information:

- (a) Trades secrets, commercial, financial, labour relations, scientific or technical information that, if revealed, could reasonably be expected to significantly harm the Contractor's competitive position or interfere with the Contractor's negotiating position and result in undue financial loss or gain to any person or organization.

and/or



- (b) Personal information regarding persons who would provide Work related to this Agreement or who are the Contractor's references, including their names, addresses, phone numbers, qualifications, experience and employment history

While the Municipality will endeavor to use the FOIP to protect the confidentiality of information identified by the Contractor as confidential, other sections of the Act may apply and the information may have to be disclosed to members of the public who request access to records in Municipal custody and control.

This section is provided as general information regarding the Contractor's obligations in relation to the FOIP for handling information and records under this Agreement. The Contractor should seek its own legal advice on specific aspects of these obligations. The provisions of this section shall survive any termination or expiry of this Agreement.

## **GC 16. CONFIDENTIALITY**

The Contractor shall:

- (a) hold, and shall take all reasonable steps to ensure that anyone or entity employed, engaged or contracted by it holds all Confidential Information in strict confidence;
- (b) not use, and shall take reasonable steps to ensure that anyone or entity employed, engaged or contracted by it does not use any Confidential Information other than to perform the Work;
- (c) not disclose and shall take reasonable steps to ensure that anyone or entity employed, engaged, or contracted by it does not disclose, any Confidential Information to anyone other than those persons or entities engaged to perform the Work and then only to the extent that such Confidential Information is directly required to be disclosed in order to properly perform the Work; and
- (d) not disclose and shall take reasonable steps to ensure that anyone or entity employed, engaged contracted by it does not disclose any Confidential Information to any third party at any time during or subsequent to the duration of this Agreement.

The obligations set forth in this GC 16 apply to any and all Confidential Information except that which is, (a) Required to be disclosed by Applicable Law; or (b) Subject to the Applicable Law, is in the public domain or is provided to its financial and legal advisors in confidence. The Contractor agrees that it shall not include any reference to the Municipality, the Work or the Project in any advertisement, public announcement or statement, or promotional materials without the prior written consent being obtained from the Municipality. The provisions of this section shall survive any termination or expiry of this Agreement.

## **GC 17. INTELLECTUAL PROPERTY**

### **17.1 Municipality Intellectual Property**

The Contractor agrees that all Intellectual Property and every other right, title and interest in and to all concepts, techniques, ideas, information and materials, however recorded, (including images and data) provided by the Municipality to the Contractor shall remain the sole property of the Municipality at all times. All Specifications, Drawings, and models furnished by the Municipality are to be used only with respect to the Project/Work and are not to be used for other work and are not to be copied or altered in any manner without the prior written authorization of the Municipality.

### **17.2 No Use of the Municipality Insignia**

The Contractor shall not use any insignia or logo of the Municipality except where required to provide the Deliverables, and only if it has received the prior written permission of the Municipality to do so.

### **17.3 Ownership of Intellectual Property**

The Municipality shall be the sole owner of any Newly Created Intellectual Property. The Contractor irrevocably assigns to and in favour of the Municipality and the Municipality accepts every right, title and interest in and to all Newly Created Intellectual Property in the Deliverables, immediately following the creation thereof, for all time and irrevocably waives in favour of the Municipality all rights of integrity and other moral rights to all Newly



Created Intellectual Property in the Deliverables, immediately following the creation thereof, for all time. To the extent that any of the Deliverables include, in whole or in part, the Contractor's Intellectual Property, the Contractor grants to the Municipality a license to use that Contractor's Intellectual Property in the manner contemplated in this GC 17.

- 17.4 The Contractor warrants and represents that the Work, materials and articles, in the form delivered to the Municipality, including any labels, trademarks affixed thereto by, or on behalf of Contractor, are free from any Claim of a third party for infringement or misappropriation of an Intellectual Property Right, such as patent, copyright or trademark. The Contractor shall indemnify and hold harmless the Municipality, its personnel, agents and consultants, from any and all Claims arising out of or as a result of an infringement or an alleged infringement of a patent or invention used or incorporated into the Work by the Contractor, the Subcontractors, or any Person for whom the Contractor is responsible for at Law. The obligations contained in this section shall survive the termination or expiry of this Agreement.

#### **GC 18. RECORDS AND AUDIT**

The Contractor shall preserve all records and documentation related to the Work and this Agreement in accordance with International Financial Reporting Standards during the Term of this Agreement and for a period of at least 7 years after completion of this Agreement. The Municipality, or its nominee, shall be entitled to review such records during regular business hours upon request. The Contractor shall ensure that true and correct set of records include, without limiting the generality of the foregoing: the date and time worked, the location of the Work and the type of Work; invoices issued to the Municipality and ledgers and similar books of record. Contractor shall require each of its subcontractors to keep such books and records which shall similarly be open to inspection and audit by or on behalf of the Municipality. The Municipality will bear its own costs to perform an audit but will not be liable for Contractor's or subcontractor's costs resulting from an audit.

#### **GC 19. CONFLICT OF INTEREST**

No officer, employee or agent of Contractor or its subcontractors shall give to, or receive from, any official, officer, employee or agent of The Municipality, or a spouse or relative of any such person, any commission, fee, rebate or gift, other than courtesies of a nominal value, in connection with this Agreement or the performance of Work under this Agreement. Further, no director, employee or agent of Contractor or its subcontractors shall enter into any business arrangement with any official, officer, employee or agent of the Municipality that is not related to The Municipality's business. Without limiting the general audit rights under this clause, the Municipality may audit any and all records of Contractor and its subcontractors in connection with this Agreement and the Work performed hereunder, and all transactions related thereto, for the purpose of determining whether there has been compliance with this clause. The Contractor shall: (a) avoid any Conflict of Interest in the performance of its contractual obligations; (b) disclose to the Municipality without delay any actual or potential Conflict of Interest that arises during the performance of its contractual obligations; and (c) comply with any requirement prescribed by the Municipality to resolve any Conflict of Interest. In addition to all other contractual rights or rights available at law or in equity, the Municipality may immediately terminate this Agreement upon giving notice to the Contractor where: (a) the Contractor fails to disclose an actual or potential Conflict of Interest; (b) the Contractor fails to comply with any requirements prescribed by the Municipality to resolve a Conflict of Interest; or (c) the Contractor's Conflict of Interest cannot be resolved. This section shall survive any termination or expiry of this Agreement.

#### **GC 20. HARASSMENT & DISCRIMINATION FREE WORKPLACE POLICY AND OTHER MUNICIPAL POLICIES**

- 20.1 Contractor shall become acquainted with the Municipality's "Administrative Directive: Code of Conduct, dated January 1, 2016". The Contractor's employees will be subject to this policy while undertaking work for the Municipality. In the event this policy is disregarded by Contractor or its employees and if harassment or discriminatory behaviour is directed towards an employee of the Regional Municipality of Wood Buffalo, the Municipality's representative will provide written notice of such occurrence(s). If the practice continues, this Agreement may be terminated upon giving seven (7) days' written notice of such termination.



20.2 In performing its obligations under this *Agreement*, the *Contractor* shall become acquainted with and abide by all directives and policies of the *Municipality*, including the *Municipality's Whistleblower Directive* policy.

**GC 21. NON-EXCLUSIVE AGREEMENT, WORK VOLUMES**

The Contractor acknowledges that it is providing the Deliverables and Work to the Municipality on a non-exclusive basis, and as such, the *Consultant* does not have any exclusive right to perform any service for the Municipality. The Municipality makes no representation regarding the volume of goods and Work required under this Agreement. The Municipality reserves the right to contract with other parties for the same or similar goods and services as those provided by the Contractor and reserves the right to obtain the same or similar goods and services internally.

**GC 22. MULTIPLE AGREEMENT AWARDS (Use only if applicable)**

RMWB reserves the right to award Agreements based upon budget approval, on a split-order basis, lump sum basis, or individual-item basis or such combination as shall best serve the interests of the Municipality. If the Municipality sets up multiple Agreements, the highest scored company will be awarded the Primary Agreement and will get the first opportunity to provide the Work. The Contractor awarded the Secondary Agreement will only be called if the Primary Agreement Contractor is not available or do not respond within half an hour of placing the first call. If the Primary Agreement Contractor is unavailable to perform Work three (3) times in a row or more than 30% of calls in a month whichever is greater, the Contractor will lose the Primary status and the Secondary Agreement Contractor will be assigned as the Primary, at the discretion of RMWB representative.

**GC 23. CONTRACTOR PERFORMANCE EVALUATION**

The Municipality periodically evaluates Contractors in accordance with the criteria set out in Schedule H – Forms. The performance evaluation provides a standard by which to determine whether the Contractor is meeting the requirement and performance expectations/objectives of the Municipality as stipulated within this Agreement. Such performance evaluation may be used by the Municipality in determining Contractor's eligibility for Agreement Term extensions, award of future work, or result in Agreement termination.

**GC 24. CHANGES AND CHANGE ORDERS**

The Municipality, without invalidating this Agreement, may make Changes at any time. In addition, the Municipality may add, delete or make other revisions to the Work at any time. When a Change is proposed or required, the Municipality shall provide a Notice of Change describing the proposed Change to the Contractor. Promptly after receipt of a Notice of Change, the Contractor shall present, in a form acceptable to the Municipality, a method of proposed adjustment via the Change Order Form. If no alteration in the Term is identified in the proposed adjustment, the Change will not extend the Term or entitle the Contractor to additional compensation or damages of any nature whatsoever for any scheduling issues or acceleration. The Municipality reserves the right to withdraw any Notice of Change without additional compensation to the Contractor if such withdrawal occurs prior to issuance of the Change Order. No Change shall be effective or carried out until a written Change Order reflecting the Change has been executed by the parties. See Schedule H – Forms. The Municipality shall make the final determination as to whether any Change is to be implemented.

**GC 25. PACKAGING AND RISK**

The Deliverables will be suitably packed in such a manner as will ensure their safe transportation undamaged and free of deterioration to their destination. The Deliverables will remain at the risk of the Contractor until the Deliverables are received and accepted by the Municipality.

**GC 26. CLEAN-UP, SPILLS, MIXES, AND ENVIRONMENTAL POLLUTION**

26.1 The Contractor shall:



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- (a) maintain the Work and the Work site in a tidy condition free from the accumulation of waste products and debris, other than that resulting from the operations of the Municipality or other Contractors;
- (b) ensure that all waste products and debris from its Work are removed in accordance with the Scope of Work documents and disposed of in accordance with the Law; and
- (c) once a portion of the Work is complete, remove its tools, construction machinery, and equipment not required for the performance of the remaining Work, if applicable.

26.2 If any spills or other environmental polluting discharge occurs in connection with or relating to any Work, all containment and clean-up operations (including those required by any governmental authority), the Municipality authorizes Contractor to commence containment or clean-up operations as deemed appropriate or necessary by Contractor or as may be required by any governmental authority. Contractor will notify Municipality immediately of such operations. Contractor shall have the right to direct all containment and clean-up operations. All costs of containment and clean-up for any spill or environmental pollution will be borne by the Party responsible for such spill or environmental pollution, and such Party shall indemnify and hold harmless the other Party from any and all Claims resulting from or related to such incident.

**GC 27. WASTE DISPOSAL**

The Contractor and its subcontractors will have the responsibility and liability for proper waste management and disposal, including any hazardous waste removed or uncovered in the performance of the Work, in accordance with the requirements of this Agreement and all applicable laws and regulations. For Work performed at the Municipality premises, the Contractor will at its sole expense, remove all wastes resulting from Contractor's operations and keep and leave any Work Site in a condition satisfactory to the Municipality.

**GC 28. TOXIC AND HAZARDOUS SUBSTANCES**

28.1 Protection of Work and Property

28.1.1 The Contractor shall protect the work, the Municipality's property, property on or adjacent to the Project Site and Materials stored off of the Project Site from damage which may arise as the result of acts or omissions of the Contractor, the Subcontractors or any Person for whom the Contractor is responsible at Law.

28.1.2 Should the Contractor, the Subcontractors or any Person for whom the Contractor is responsible at Law, damage the work, the Municipality's property, property on or adjacent to the Project Site or Materials stored off of the Project Site, in the performance of the Work, or otherwise, the Contractor shall be responsible for making good such damage at the Contractor's expense.

28.1.3 Should damage occur to the Work, the Municipality's property or property on or adjacent to the Project Site or Materials stored off of the Project Site, for which the Contractor is not responsible, the Contractor shall, if and to the extent the Municipality so directs, make good such damage to the Work and to the Municipality's property, and the Term and Agreement Price shall be adjusted as provided for in GC 24.

CHANGES AND CHANGE ORDERS.

28.1.4 Unless the Municipality provides Notice to the Contractor stating otherwise, in the event of a shutdown of the Work, the Contractor shall continue to be responsible for the care, protection and maintenance of the Work during the period of the shutdown.

28.1.5 The Contractor will provide, at its cost, adequate site security at all times during the performance of the Work. The Municipality will not be responsible for the costs of any theft, damage, alteration, loss or replacement.

28.2 Toxic or Hazardous Substances

28.2.1 Prior to commencement of the Work, the Municipality shall:

- (a) Take reasonable steps to determine whether any Toxic or Hazardous Substances are present at the Project Site; and



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- (b) Provide the Contractor with a written list of such Toxic or Hazardous Substances known by the Municipality to be present on the Project Site.
- 28.2.2 The Municipality shall take reasonable steps to protect persons on the Project Site from suffering injury, sickness or death, and property from being damaged or destroyed as a result of exposure to, or the presence of, Toxic or Hazardous Substances which were at the Project Site prior to the commencement of the Work.
- 28.2.3 Unless otherwise directed by Notice by the Municipality, the Contractor shall take, or cause to be taken, the necessary actions to dispose of, store or otherwise render harmless, Toxic or Hazardous Substances which are identified by the Municipality as being present at the Project Site prior to the commencement of the Work. The Term and Agreement Price shall be adjusted as provided in GC 24. CHANGES AND CHANGE ORDERS to the extent that such actions are not already required pursuant to this Agreement.
- 28.2.4 If the Contractor:
- (a) Encounters Toxic or Hazardous Substances at the Project Site; or
- (b) Has reasonable grounds to believe that Toxic or Hazardous Substances are present at the Project Site, which were not disclosed by the Municipality as required under Section 28.2.1
- then the Contractor and the Subcontractors shall take the necessary actions, including stopping the Work, to ensure that no Person suffers injury, sickness, or death and that no property is damaged or destroyed as a result of exposure to, or the presence of, the Toxic or Hazardous Substances, and shall immediately provide Notice of the circumstances to the Municipality.
- 28.2.5 If the Contractor is delayed in performing the Work, or incurs additional costs as a result of taking steps required under Section 28.2.4, the Term and the Agreement Price shall be adjusted in accordance with GC 24. CHANGES AND CHANGE ORDERS, to the extent that costs are not recoverable from the insurance required to be placed and maintained pursuant to Section 5.2.
- 28.2.6 Unless otherwise specified in the Scope of Work or a Notice issued by or on behalf of the Municipality, the Work shall not include and the Contractor shall not permit the use or placement of any Toxic or Hazardous Substances, other than those Toxic or Hazardous Substances that are necessary to perform the Work in accordance with the requirements of the Scope of Work, in which event such Toxic or Hazardous Substances will only be used in accordance with the Law and the then prevailing industry practice that is used by a prudent and contractor. The Contractor shall, and shall compel all Persons for whom the Contractor is responsible at Law, to comply strictly with this Section 28.2.6
- 28.2.7 In the event that Toxic or Hazardous Substances are used or placed in the Work or onto the Project Site by the Contractor, or any Person for whom the Contractor is responsible at Law, the Contractor shall take the necessary steps to ensure that no Person suffers injury, sickness, or death, and that no property is damaged or destroyed as a result of exposure to, or the presence of, such Toxic or Hazardous Substances.
- 28.2.8 The Contractor shall indemnify and hold harmless the Municipality, its personnel, agents and consultants, from any and all Claims arising out of or as a result of the Contractor's failure, or the failure of any Person for whom the Contractor is responsible at Law, to comply with the requirements of this Section 28.2.
- 28.2.8 All regulated products used in Work for the Municipality must comply with the WHMIS labelling legislation with Materials Safety Data Sheets (MSDS) in place at all locations of use accessible by the Contractor's staff and Municipal staff. All contractor's personnel must have WHMIS certification. Cost borne by the Contractor.

## GC 29. FORCE MAJEURE

- 29.1 If either Party is delayed by an Event of Force Majeure and provides Notice of the Event of Force Majeure to the other Party within 72 hours of the first occurrence of the Event of Force Majeure, and provides such further evidence of the Event of Force Majeure as may be reasonably requested by the other Party promptly thereafter,



the Term shall be extended for such reasonable time as is appropriate to account for the delay directly associated with the Event of Force Majeure as the Municipality, in the first instance, determines, or as may be subsequently determined in accordance with GC 32. DISPUTE RESOLUTION.

- 29.2 Under no circumstances shall the Contractor be entitled to payment or compensation for any Claims incurred or suffered as a result of an Event of Force Majeure claimed by either the Contractor or the Municipality, except to the extent that the Contractor incurs costs to protect the Project after an occurrence of an Event of Force Majeure which costs are pre-approved by the Municipality.
- 29.3 Unless an Event of Force Majeure is established and, in which case, this Condition applies, no shortage of labour, Materials, machinery, equipment or supplies; any kind of vandalism; non-receipt of properly ordered materials from Subcontractors or weather shall constitute a basis for entitlement for any Claims related to delay by the Contractor or justify an extension in the Term or any Claims for reimbursement for any impact thereof, including an adjustment of the Agreement Price or any Claims or any other form of compensation or payment.

### **GC 30. BENEFITS**

The Contractor shall not be entitled to any rights or benefits except as provided in this Agreement. This Agreement contains all provisions for payments to be made to the Contractor for Work rendered under this Agreement. Any costs, fees, or benefits not provided for herein shall be the sole responsibility of the Contractor.

### **GC 31. LIEN**

The Contractor will indemnify, defend and hold the Municipality harmless from all Claims and liens upon or against the Municipality's real or personal property. If requested, Contractor will provide the Municipality full releases of Claims and liens in manner satisfactory to the Municipality. The Municipality may require the Contractor to post a bond, at no cost to Municipality, to remove these Claims or liens. Alternatively, the Municipality may discharge or remove these Claims or liens by bonding, payment or other means, all of which are chargeable to the Contractor along with legal fees and costs.

### **GC 32. DISPUTE RESOLUTION**

In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:

- a) the parties must initially attempt to resolve the dispute in a professional and amicable manner through collaborative negotiation in good faith;
- b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the Alberta Arbitration and Mediation Society; and
- c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Arbitration Act*.

#### **32.1 Location and Cost of Arbitration or Mediation**

Unless the parties otherwise agree in writing, an arbitration or mediation under GC 32 will be held in Fort McMurray, Alberta. Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under GC 32, other than those costs relating to the production of expert evidence or representation by counsel. The Parties shall treat the mediation as confidential and neither of the Parties shall disclose any part of the mediation to any third party, except for the sole purpose of dealing with the dispute.

### **GC 33. RECEIPT OF NOTICES**

- 33.1 Any *Notice* to be given by either *Party* pursuant to this Agreement, shall be in writing and delivered personally, by commercial courier or sent by email to the addresses in ENABLING ARTICLES - Notices, as applicable.



- 33.2 A *Notice* shall be deemed to have been given and received on the date on which it was delivered or transmitted, if delivered or transmitted on a *Business Day* during the regular business hours of the recipient. If it is delivered or transmitted on a day that is not a *Business Day* or outside the regular business hours of the recipient, the *Notice* shall be deemed to have been delivered or transmitted on the following *Business Day*.
- 33.3 A *Party* may change its address for receipt of *Notices* at any time by giving *Notice* of the change to the other *Party* and in accordance with this provision. The *Either Party* may change its address for receipt of *Notices* at any time by giving *Notice* of the change to the *Parties* in accordance with this provision. Such changed address for receipt of *Notices* will be effective 5 *Business Days* after receipt of the *Notice* by the recipient.

#### **GC 34. SURVIVAL**

The following provisions of this Agreement, together with any other provision of this Agreement which expressly states or naturally implies that it survives the termination, cancellation, completion, suspension or expiration of this Agreement, including any other provision that is necessary for the interpretation or enforcement of the same, shall continue as valid and enforceable notwithstanding any such termination, cancellation, completion, suspension or expiration, namely:

- (a) GC 2 – Agreement Price
- (b) Section 5.1 Indemnity
- (c) GC 15 – Freedom of Information & Protection of Privacy Act (FOIP)
- (d) GC 16 - Confidentiality
- (e) GC 17 – Intellectual Property
- (f) GC 19 –Conflict of Interest
- (g) GC 28 - Toxic and Hazardous Substances
- (h) GC 32 – Dispute Resolution
- (i) GC 35 – Applicable Laws

#### **GC 35. APPLICABLE LAWS**

This Agreement shall be interpreted in accordance with the Laws of the Province of Alberta, and the Courts of Alberta shall have the exclusive jurisdiction to entertain any action arising under this Agreement. If any provision of this Agreement in any way contravenes the laws of the Province of Alberta, such provisions shall be severed from this Agreement and the remaining provisions shall continue in force and effect. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Commercial Code will not apply in this Agreement. The Contractor will comply and secure compliance by its subcontractors with all laws applicable to this Agreement.

#### **GC 36. LANGUAGE**

The language of interpretation of this Agreement is the English Language.

#### **GC 37. NO WAIVER**

No action or failure to act by the Municipality or the Contractor shall constitute a waiver of any right or duty afforded or imposed on any of them under this Agreement, and such action or failure to act shall not constitute an approval of, or acquiescence in, any breach of this Agreement, except as may be expressly provided for or required by this Agreement or otherwise agreed in writing by the Parties.

#### **GC 38. GENERAL PROVISIONS**

- 38.1 Time shall be of the essence of this Agreement.



**PART II – SCHEDULES**

**Schedule A - Supplementary Conditions**

**GC 1.1 Definitions**

The following is added:

COVID-19 Contingency Plan means a plan developed by the Contractor that provides how the Contractor will undertake performance of the Work considering the COVID-19 pandemic and the resulting need for compliance with COVID-19 Requirements and Guidelines.

COVID-19 Requirements and Guidelines means any laws, bylaws, regulations, orders, or guidelines issued by the Municipality, the Government of Alberta, the Government of Canada or any other governmental authority related to the COVID-19 pandemic.

GC 5.4 Bonding - Bonding has been deleted with intention.

GC 12. Prime Contractor - will be maintained by the Municipality .

**GC 13 Safety**

The following is added:

(13.5) shall prepare a Safety Plan to include measures that the Contractor will undertake on the Project Site to comply with all COVID-19 Requirements and Guidelines and the Contractor shall be responsible for implementing all such measures.

(13.6) The Contractor shall prepare a COVID-19 Contingency Plan and update it from time to time if required by the Municipality or necessitated by changes to COVID-19 Requirements and Guidelines. The Contractor shall update the Work Schedule to reflect the COVID-19 Contingency Plan and communicate same to the Municipality.



**Schedule B - Scope of Work**

**A. Scope of Work**

The Scope of Work consists of all Work required by the RFP and includes the following:

**B. Addenda and Clarifications to the RFP**

## SCOPE OF WORK

The scope of work includes but is not limited to the planning<sup>1</sup>, design, mobilization, supply, installation of all materials, equipment, back-up power, labour, (including stand-by), supervision, implementation, inspection, maintenance, protection, security, execution, operation (including standby), quality control, and removal, restoration and demobilization of all measures required to maintain reliable storm and sanitary sewer services during any high river water or flood event through the use of system bypass pumping at each location as required.

The detailed scope of work (hereinafter referred to as the “work”) includes but is not limited to:

- The preparation of bypass pumping plan(s) that details all components of the system(s) for the review and approval of the Municipality.
- The design of all required pumping equipment, hoses, power generation, inflatable plugs, etc.
- The temporary supply, setup/implementation, and demobilization of all pumping equipment<sup>2</sup>, hoses, pipes, power generation and inflatable and non-inflatable plugs, including 100% redundancy for key components (pumps, power generation, hoses, plugs etc.), and all related equipment, materials and supplies necessary to maintain flows and service.
- the supply of persons available and fit for service including supervision to complete the mobilization, setup/implementation, operation, maintenance, monitoring<sup>3</sup>, inspection, security, and demobilization of the systems. All necessary manpower for execution of the bypassing must be made available within 3 hours' notice during the River Break season possibility lasting a period of 4 weeks.
- The operation of all pumping equipment, hoses, power generation and inflatable and non-inflatable plugs, including 100% redundancy for key components (pumps, power generation, hoses, pipes, plugs etc.), and all related equipment, materials and supplies necessary to maintain flows and service.
- Supply and installation of temporary and permanent measures to limit or eliminate water infill/infiltration.
- All security measures necessary to secure the equipment and materials.
- All snow removal required to safely operate and maintain equipment. Snow removal must be completed in a manner that creates additional snow removal by the Municipality.
- Supply, setup, maintenance, removal of all traffic and pedestrian management measures<sup>2</sup>.
- Supply, setup, maintenance, removal of all measures necessary to place and operate pumping equipment, including hose/pipe supports across existing flood protection measures, anchors, protection from vehicular traffic<sup>4</sup>, granular base and ramp preparation, rig matting, scaffolding, etc.
- Supply, setup, maintenance, removal of all erosion control and environmental protection measures.
- The preparation of all safe work plans and spill response plans.
- All quality control necessary to verify workmanship, including daily documented demonstration that the bypass pumping systems are in good working order.
- Restoration of all damaged areas as it relates to the mobilization, setup, demobilization of equipment. The standard of restoration must follow the Engineering Servicing Standards.

- Attend and input during a Lesson Learn session held after each River Break season to review the performance of the program. Review of the Lesson Learn documents will be required post session.

Note 1: Planning activities include multiple planning sessions with all parties involved.

Note 2: Depending on the demand and location, all peak flow duty and stand-by pumps along with power generation must be easily transportable should the need arise to relocate to an alternate location in the event of an emergency or pressing concern.

Note 3: The by-pass pumping arrangement during pumping operation must be fully monitored on a continuous basis, 24 hours each day until the conclusion of the bypassing pumping.

Note 4: Where bypass pumping hoses/pipes cross existing active vehicular or pedestrian traffic passages, the Contractor is responsible for providing adequate protection and include provisions so that traffic can cross the bypass hoses/pipes. It is expected that sanitary bypass pumping hoses/pipes will be in place prior to river break whereas storm bypass pumping hoses/pipes can be positioned across roads immediately prior to pumping execution.

## **SCOPE EXCLUSIONS**

Scope exclusions for this project includes any modeling, determination of volume and flows, design of non-inflatable plugs, the development of ECO Plans, and overall traffic accommodation planning or execution (separate contract).

## **ASSUMPTIONS**

The Municipality reserves the right to award partial work including sub-division of work areas and scope.

The vendor shall assume that the Municipality will assume the "Prime Contractor" status (as defined in the Alberta Occupational Health and Safety Act). Where applicable, defined and sub-divided areas will be established. Where defined and portioned work areas are established, Prime Contractor status may be transferred to the contractor to control access and limit risk and liability of the Municipality.

Marco-level or overall traffic accommodation planning or execution will be completed outside of this contract. Overall traffic accommodation planning or execution includes closure of major sections of the community for the preparation prior to the River Break season. The contractor(s) for this contract will be responsible for the managing the local traffic within their work areas.

Engine driven self-priming pumps or submersible electric pumps with generator power are acceptable.

Fuel must be contained, and double wall tanks are required for all fuel storage. Best industry practices must be observed.

## **WORK TASKS**

All work tasks and events will be determined by the contractor, under the general review and guidance of the Municipality and all its representatives, to prepare, execute and maintain storm

and sanitary sewer bypass pumping plans required to temporary divert storm and sanitary flows, as required, to maintain reliable services during any high river water or flood events.

There are four (4) distinct work phases associated with the River Break assignment:

1. Planning, design, mobilization, supply, installation, implementation, inspection, maintenance, protection, security (hereinafter referred to as the "Setup")
2. Stand-by or the act of being available for immediate action or use, if needed or called upon, of all staff necessary for execution and the inspection, maintenance, protection, security of all equipment and materials (hereinafter referred to as the "Stand-by")
3. Execution, operation (hereinafter referred to as the "Operation")
4. Removal, restoration, and demobilization, (hereinafter referred to as the "Demobilization")

As part of the work tasks, the contractor will be required to mobilize, supply, installation, implementation equipment and materials. The equipment and materials charged hourly will have a maximum allowable charge of 3 days: unless otherwise direction by RMWB personnel and/or its representative. Standby time will immediately cease after river break has been declared to be complete or otherwise directed by RMWB personnel and/or its representative. Demobilization shall commence thereafter. After river break has been declared or when determined by RMWB staff, a maximum allowable charge of 3 days will be permitted on all pumps, pumping equipment, generators, hoses, plugs etc.

24-hour standby is expected. Personnel, Equipment and Materials standby time will be paid at a maximum of 8 hours per day. Rates must reflect this limit. Standby charges will only be accepted for the minimum personnel to operate the equipment. It is expected that the personnel on standby will perform the daily performance check and security during the 8-hour period.

A record of daily costs and activities (e.g. Labour, Equipment and Materials or LEMs) must be submitted within a 48-hour period.

Work related to major overland flooding in areas not related to seasonal River Break would not require stand-by.

For all underground storm and sanitary sewer pipe within the vicinity of each setup, the underground network must be inspected with CCTV equipment to verify that all connections are known. (i.e. from the pump location to the point of discharge)

### **General Notes**

1. The Contractor shall, unless otherwise specified, supply and pay for all labor, materials, equipment, and incidentals, necessary for the completion of any work. In addition, the Contractor shall install, maintain and remove all equipment of construction and be responsible for the safe, proper and lawful use of same and shall construct in the best and most workmanlike manner, a completed job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied there from, all in accordance with Industry Standard and Common Practices.
2. All materials shall be new and of quality specified, except where reclaimed material is authorized and approved for use by the RMWB. Upon notice, the Contractor shall furnish evidence as to quality of materials.

### **DELIVERABLES**

Although the performance of this contract is service related, the vendor will be responsible for providing the following performance deliverables (but is not limited to):

- Bypass Pumping Plan
- Safety Documents including Safe Work Plans
- Quality Assurance documents
- Daily Performance and Equipment Check including photographs
- Daily Traffic Management Records



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**Addendum # 1**

**Bid Opportunity RFP-2020-451 - Flood Mitigation and Response - Pumping Services**

**Closing Date Tuesday, January 26, 2021 2:00 PM**

**Date of Issue 1/19/2021**

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Please see below:

**Pre-Bid Meeting RFP-2020-451 Flood Mitigation- Pumping Services**

**Date: Tuesday, January 12, 2021**

**Time: 1:30pm-3:30pm**

**Location: Microsoft Teams**

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**Meeting Minutes**

**1. Introduction of RMWB attendees.**

**2. Introduction of the project**

- History of the flood event
  - Basic knowledge of the community, and history of the flood event, what issues need to be addressed before the 2021 flood season.
  - Addressed what another flood event would mean for our community.
- What this project entails
  - o Spent the past 9 months planning for the 2021 River break
  - o Hired engineering firms to support the planning of the Temporary Underground Flood Mitigation Measures

- Project entails multiple facets: Storm Water Management, Sanitary Sewer Management, and the related traffic management, environmental considerations.
- Discussion on the current flood mitigation measures, berms, temp berms, alternative measures.
- Define Project Boundaries: Lower Town Site, Waterways, Taiga Nova, Longboat Landing. It does not include Draper. Other areas of the community may be added. Looking at potentially onboarding more than one contractor, due to the geographical nature and size of the project.
- What we are looking for from this RFP and what a contractor should bring
  - The fundamental difference this project has over others in the past is that the planning and designing component of the project is still under development. What makes this project unique is that we are procuring a contractor now, to finalize the planning and design of the work before the work is executed.
  - We are looking to partner with multiple contractors. The division of the project will be decided after award.

### **3. Overview of the RFP**

The RFP closes on January 26, 2021. The bid must be submitted thru Bids & Tenders (no hard copies) The work is to commence immediately after award with planning in February multiple departments and contractors will be at the table and setup occurring in March. All work is to be complete for March 26. Schedule to be discussed in detail. We are asking for all questions 5 business days prior to close.

Recommending contractors to reference 3.1.8 which discusses the fact that there is no guarantee on the volume of work or exclusivity of contract.

#### **Terms and Conditions of the RFP Process (Page 11).**

##### **The Project**

**Storm:** The community has a series of storm sewers from the LTS and discharges directly to the river. The majority of each outfall include a flap gate, which opens to allow flow out, but closes to prevent backflow from the river. There are a select number of major outfalls without flapgates and there are a select number of culverts that do not have flood protection.

This project is to address the common issue that occurs commonly: when the river rises, it prevents the flapgates from opening and draining out spring melt and storm water that is generated each spring.

**Objective 1:** For those outfalls with flapgates, the contractor is to setup a pumping network upstream of each outfall to pump spring melt and storm water up and over the berm. The intent is to convey a 1:5 year – 4 hour storm event.

**Plan :** At each outfall location, we require a few of pumps: a pump or pumps to handle the peak 1:5 year event, a pump to handle minor flows, and a set of redundant backup pumps to provide 100% redundancy for each all pumps. Each setup will include pumps, hoses, plugs, site prep,

snow removal, fencing, traffic management, environmental measures etc. Beyond each setup, we are required to plan the egress across each protection measure as well as a hose route that is safe from traffic loading. The discharge location and method of each hose is also a major factor in that we need to choose key locations that does not cause environmental concerns such as scouring or damage to environmental infrastructure (park space etc).

**Objective 2:** For those major outfalls without flapgates (currently planning for 1 – Longboat Landing), the contractor is to install a temporary sandbag plug and setup a pumping network upstream of the plug to pump spring melt and storm water up and over the berm.

**Objective 3:** For those culverts that cross under the berm, the contractor is to install a temporary inflatable plug and potentially a clay cap.

**Objective 4:** For every flap gate that exists, a plug will be ready to be installed should the flap gate fail, or we see river water inundating the system at that location. These plugs are for large diameter pipe in which inflatable plugs can not be used. The sandbag plug are currently being design. They are not meant to be impenetrable and the storm pumps will be used to pump river up and over the berm. The plugs are a secondary system and will only be installed whenever required (i.e. we are not installing these plug in preparation of the river break)

**Objective 5:** During a large rain event, the storm water typically drains through the storm pipe network. However, due to the higher elevation of ponding, once the system is drained, there are areas of the community that ponding of storm water will occur. Numerous pumps will be staged in key locations to combat any storm water that ponds after pumping the primary storm network.

### **Sanitary System**

The sanitary System was discussed. Bypass pumping systems will be setup in key locations (approx.. 4) with deflated plugs in the system. IF the need arises, the plugs will be inflated and the bypass system will be activated.

### **Prime Contractor Status**

We are to assume that the Municipality will assume the “Prime Contractor” status (as defined in the Alberta Occupational Health and Safety Act). Where applicable, defined and sub-divided areas will be established. Where defined and portioned work areas are established, Prime Contractor status may be transferred to the contractor to control access and limit risk and liability of the Municipality.

### **Traffic Management**

Typically, traffic management plans are developed by the contractor. A contractor then submits a permit application to work in the road right away. Due to the unique nature of the project, a

consultant has already been onboarded to develop the mapping necessary to demonstrate the majority of the road and lane closures necessary to complete the work. Essentially, there are 3 plans: 1<sup>st</sup> is to reduce PLB to either one lane per direction or one lane. 2<sup>nd</sup> is to close PLB closer when required. 3<sup>rd</sup> is to introduce local traffic only to the areas of the where the pumping setups will prevent or limit traffic through the neighborhoods. There are other smaller street closures such as LLB and Ptarmigan Court.

The major consideration is hose crossings along PLB and other major routes. We will work together to determine the correct approach whether that is: A - Do nothing. B – use pipe sleeves with gravel ramps or C – other.

### **Environmental**

As the Municipality will assume Prime Contractor status, the overall cohesive Environmental Construction Operations (ECO) Plan framework will be developed by the Municipality to identify and mitigate the environmental impacts that may result of the work activities. The contractor assumes the responsibility of adhering to the ECO plan and all Environmental Acts and Regulations. The contractor may be required to provide individual plans (i.e. Spill Response Plan) that are shaped to the standard operations procedures of the contractor. No additional costs will be entertained to follow and obey reasonable and practical measures as presented in the ECO plan.

### **Laydown**

A large laydown will be provided to the contractors. The area will be located in Gregoire next to the Brick Clearance Warehouse. Small staging areas maybe provided in the project area to ease construction.

### **What the contractor should expect after award – Planning**

There will be multiple planning session with including multiple contractors.

### **Schedule Discussion**

Review of schedule.

\*Not a 3-year contract. One year with option to extend for one more year.

\*Not a “As and when”, table will be updated as part of the addendum

### **What the contractors should expect during Setup**

There will be a certain amount of days that can be billed for setup. Setup is upon the onus of the contractor. Site work, base preps, snow cleaning, hoses, crosses.

### **Discussion on Stand-by**

- 2 parts to standby. Standby prior to riverbreak and standby when the river is rising.
- Need to have a certain volume of staff available for this period.
- Standby to pick up rain water, when that happens.

- Still trying to determine number of contractors personnel that are needed. Part of the planning process.
- We will likely implement a 2 tier of standby- Tier1- 3-4 hour window, Tier2- used for a rain major event
- Maintenance will be the responsibility of the contractor, maintenance to be done daily.
- Security of areas will be on the onus of the contractor.

**What the contractors should expect during river break**

Contractors will be expected to be in the field and ready to execute, continuous monitoring. If we are in a situation where pumps are being run 24 hr basis, the expectation will be that the contractors will be on site.

**What the contractors should expect after river break**

Breakdown will consist of demobilization of sites. The pumps will be rented for a fix period which creates almost a fixed cost for demob. The onus will be upon the contractor to complete.

**Walk Through of the Bids and Tender Process and what the contractors need to provide.**

- What is expected from the CCTV, looking for per meter rate. We provide an approximate volume of work for bidding purposes.

SCM will add an upload section in the RFP's for CV's

Anyone wanting more information on Hazards Assessment requirement should ask and it will be put into the addendum.

There will be a minor pricing section added to the RFP for restoration. (ex: Asphalt, sod, gravel)

**Question:** Are the labour rates that are requested hourly rates?

**Answer:** Yes it is hourly.

END OF ADDENDUM # 1

Allison Kennedy-Drake, Buyer II

**Regional Municipality of Wood Buffalo**



REGIONAL MUNICIPALITY  
OF **WOOD BUFFALO**

**Addendum # 2**

**Bid Opportunity RFP-2020-451 - Flood Mitigation and Response - Pumping Services**

**Closing Date Tuesday, January 26, 2021 2:00 PM**

**Date of Issue 1/21/2021**

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**Question 1:**

Can you please provide the link for Pre-Tender Meeting on January 12 13:30  
Thank you

**Answer 1:**

**Invites were sent to all registered project plan takers via bids&tenders on or before January 12, 2021.**

**Question 2:**

On page 21 under Additional Uploads:  
Each proposal submission must include a list of hourly rates for all equipment.

Is Daily Rate acceptable?

**Answer 2:**

**Day rates are acceptable for all applicable equipment used daily.**

**Question 3:**

Will the fuel charges be part of the negotiations after the award of the contract?  
Without knowing run time, we cannot calculate fuel usage.

**Answer 3:**

**Fuel Charges or rate per Litre will be included in the Appendix C – Material pricing form**

**Clarification to Pricing Scenario**

The hose lengths as presented in the pricing scenario were measured incorrectly. For the purpose of the pricing scenario, please price as presented - understanding that the lengths are approximately 3.2x longer than required in the field.

**Addition to the Tender**

**Under Appendix C, a new pricing form has been added. The Material Rate table provides an opportunity for each bidder to include their price for a variety of materials that are supplied and installed by the contractor. This form will be added in the documents section and can be uploaded.**

**Document will be available on January 22, 2021.**

Rates quoted by the bidder must be all-inclusive and must include (if applicable) all labour and material costs, all freight and carriage costs, all insurance costs, all costs of delivery to the Municipality, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law. All work to conform to the RMWB Engineering Servicing Standards.

Item	Unit	Quantity	Unit Price	Comment
Asphalt Pavement Install	m <sup>2</sup>	50		2 lifts of 50mm. Assume 5 location @ ~10 sq.m

Asphalt Pavement Removal	m <sup>2</sup>	50		Assume 100mm thick. Assume 5 location @ ~10 sq.m
Standard Concrete Curb	m	10		Assume 10 locations
Rolled Face Curb	m	10		Assume 10 locations
1.5m Wide Sidewalk	m	10		Assume 5 locations
150mm topsoil and seed	m <sup>2</sup>	250		Assume 5 locations
150mm topsoil and sod	m <sup>2</sup>	250		Assume 5 locations
¾" minus granular material (supply only)	m <sup>3</sup>	50		Assume cost is for supply and transportation to site.
Supply and install of Silt Sock (@ each CB)	ea	25		
Silt Fence including maintenance	m	250		
Steel Framed Rig Matting	ea	50		Assume 20foot lengths, 3 beam frame. Setup in three locations
Diesel Fuel for pumps	Litres	N/A		No guarantee of volume.
Fencing	m	1000		Assume per month cost and include setup. Assume 20 locations

Skidded Office Trailer	Ea	1		Rental cost per month. Includes genset, propane tank, stair etc.
Office Trailer Setup	Ea.	1		Cost for full setup. Granular base will be paid outside this cost.
Skidded Washroom Trailer	Ea.	1		Rental cost per month. Includes genset, propane tank, stair etc.
Washroom Trailer Setup	Ea.	1		Cost for full setup. Granular base will be paid outside this cost.

END OF ADDENDUM # 2

Allison Kennedy-Drake, Buyer II

**Regional Municipality of Wood Buffalo**



REGIONAL MUNICIPALITY  
OF **WOOD BUFFALO**

**Addendum # 3**

**Bid Opportunity RFP-2020-451 - Flood Mitigation and Response - Pumping Services**

**Closing Date Tuesday, January 26, 2021 2:00 PM**

**Date of Issue 1/22/2021**

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**Clarification for the new pricing form for Material rates:** We have added a standalone table form for this exercise. The intent of the exercise is to establish rates for the contract for payment and planning purposes. The request to the vendors is provide reasonable pricing for the items listed based on approximate market rates established through tendering in 2020. Please note the change in quantities to the ¾" granular material, and the modification to the trailer/washroom trailer pricing request.

**Addition of Scope:** The RMWB is planning to place alternative flood barriers through out the community. Due to the importance of these measures, security is required to ensure they are not vandalized or damaged. The on-call personnel involved in this contract are being asked to monitor and keep secure the pumping equipment. Additionally, the on-call personnel will be asked to provide security monitoring for the alternative flood barriers in conjunction with RMWB Bylaw and RCMP.

END OF ADDENDUM # 3  
Allison Kennedy-Drake, Buyer II  
**Regional Municipality of Wood Buffalo**



**Regional Municipality of Wood Buffalo**  
**Flood Mitigation & Response**  
**Pumping Services**  
**Request For Proposal - Material Bid Form**



RFP Number: RFP-2002-451

	Item Description			Unit Price	Extended Amount
		Quantity	Units	(\$)	(\$)
<b>1.0</b>	<b>Miscellaneous Materials</b>				
1.01	Supply and Install Asphalt Pavement (Road Base Structure Not Included) - 2 lifts of 50mm. Assume 5 locations @ ~10 sq.m.	50	m <sup>2</sup>		
1.02	Asphalt Pavement Removal (Road Base Structure Not Included) - Assume 100mm thick. Assume 5 locations @ ~10 sq.m	50	m <sup>2</sup>		
1.03	Supply and Install of Standard Concrete Curb - Assume 1m replacements @ 10 locations	10	m		
1.04	Supply and Install of Rolled Face Concrete Curb - Assume 1m replacements @ 10 locations	10	m		
1.05	1.5m wide Concrete Sidewalk - Assume 1 panels replacements @ 5 locations	5	ea.		
1.06	150mm topsoil and seed - Assume 5 locations @ ~50m <sup>2</sup> each	250	m <sup>2</sup>		
1.07	150mm topsoil and sod - Assume 5 locations @ ~50m <sup>2</sup> each	250	m <sup>2</sup>		
1.08	3/4" minus granular material (supply only)	250	m <sup>2</sup>		
1.09	Supply and install of Silt Sock (@ each CB)	25	ea.		
1.10	Silt Fence including maintenance	250	m		
1.11	Steel Framed Rig Matting - assume 20 foot lengths, 3 beam frame. Setup in three different locations	25	ea.		
1.12	Diesel Fuel for pumps (No Guarantee of volume)	1	Litre(s)		
1.13	Temporary Construction Fencing - Assume per monthly cost and includes setup and demo. Assume 20 locations	1000	m		
1.14	1x Skidded Office Trailer plus 2x skidded Washrooms - Full rental cost per month. Includes genset, propane tank, stair cases, incidentals, cleaning, fuel etc. Granular base will be paid outside this cost	1	ea.		
<b>Document Bid Form To Be Uploaded Under Section 4 - Documents</b>					



**Schedule C – Key Personnel\Subcontractors**

The Contractor shall make no change or substitution to key personnel or subcontractor without prior notice to, and approval from the Municipality.

The key personnel (and /or Subcontractors) that are assigned to this Work are as follows:

See attached.

Subcontractors List

Subcontractor	Project Task Assignment
See attached.	

## Staffing Information

<u>Name</u>	<u>Title</u>	<u>Duties and Responsibilities</u>
Benjamin Emery	Project Manager	The Duties and Responsibilities of the Project Manager is to plan execute monitor control and close the project. They communicate with the Project Coordinator about operations and logistics of the job in regards to equipment and manpower. They address concerns and ensure objectives are achieved. They will ensure that the project is completed on time on budget and within scope.
Jesse Eliuk	Project Coordinator	The Duties and Responsibilities of the Project Coordinator is to assign tasks and control schedules for the project. They maintain project documentation and create/review plans and reports. They will communicate the projects success to team members and other stakeholders. The Project Coordinator is also responsible for the projects budget.
Reid Anderson	Project Superintendent	The Duties and Responsibilities of the Project Superintendent is to direct and control the project from start to finish according to the schedule specifications and budget. They prepare progress reports and issue progress schedules. They are responsible for daily communication with the client as well as office staff.

## Subcontractor

<u>Trade</u>	<u>Name of Subcontractor</u>	<u>Address of subcontractor</u>
<p>Clean Harbors has the expertise and personnel to meet the needs of any natural disaster response from hurricanes and earthquakes to floods mudslides and fires.</p> <p>Natural disasters are difficult to predict and impossible to prevent. Clean Harbors stands ready to deploy hundreds of experienced HAZWOPER trained and certified workers to meet the needs of any incident.</p> <p>Proven Experience Clean Harbors routinely responds to the types of hazardous and non-hazardous spills caused by natural disasters including releases and spills on land and in water over-the-road incidents punctured lines tank overflows and excessive storm water runoff. We mobilize quickly and have the logistical tools to ensure safe and efficient natural disaster operations:</p> <p>Level C through Level A response On-site health and safety managers Online MSDS support with 24-hour access Full ICS/NIMS support team</p>	Clean Harbors	Snow Eagle Dr Fort McMurray AB T9H 0B6



**Schedule D – Compensation & Invoicing**

**A. Compensation**

Prices are all-inclusive, including all operational, administrative and overhead costs required for the successful completion of this Project. All costs associated with, but not limited to travel and accommodation, must be pre-approved by RMWB representative.

Total maximum disbursements include transportation costs, accommodations, meals, etc. and Consultant must provide supporting documents, including actual/original receipts in order to be reimbursed for pre-approved expenses.

The Contractor/Consultant understands and agrees that no mark-up will be applied on travel, accommodation expenses, etc. The RMWB shall maintain any disbursement fees not expensed. All costs are to be in Canadian Currency and before GST.

**B. Payment Terms**

The Municipality's Payment Terms are Net 30 days from Accounts Payable Department's receipt of correct invoice and supporting documents required by the Municipality. A correct invoice must be addressed to Regional Municipality of Wood Buffalo and reference the following:

- a) Purchase Order number and corresponding PO line item
- b) Full Legal Name
- c) GST #
- d) Remit to address (if applicable)

All original invoices are to be sent by email directly to: [Accounts.Payable@rmwb.ca](mailto:Accounts.Payable@rmwb.ca), or by regular mail to:  
Regional Municipality of Wood Buffalo  
Accounts Payable Division  
9909 Franklin Ave  
Fort McMurray, AB T9H 2K4

**C. All-Inclusive Rate(s) Table**

**D. Contractor and Consultant Disbursement Procedure FIN210 (If applicable)**



## REGIONAL MUNICIPALITY OF WOOD BUFFALO

RFP-2020-451 - Flood Mitigation and Response - Pumping Services

# LABOUR RATES

Rates quoted by Big Bear Energy Services are all-inclusive and include all labour and material costs, all freight and carriage costs, all insurance costs, all costs for delivery, including pre-delivery charges, and all other overhead and profit, including any fees or other charges required by law. Personnel transportation and light-duty vehicle charges are built in the all-inclusive rates. All-inclusive hourly rates for staff include meals, accommodation, transportation, trucks, etc.

SUMMARY DESCRIPTION	RATE	U/M
General Manager *	\$0.00	per/hr
Project Manager *	\$0.00	per/hr
Project Coordinator *	\$0.00	per/hr
HSE Advisor *	\$0.00	per/hr
Clerical/Document Control *	\$0.00	per/hr
Superintendent	\$105.50	per/hr
Crew Lead (We call this position a Supervisor)	\$96.50	per/hr
Field Coordinator *	\$0.00	per/hr
Pump/Power Generation Operator (We call this position a Pump Technician)	\$78.50	per/hr
Mechanic	\$110.00	per/hr
Skilled Labourer	\$61.40	per/hr
General Labourer	\$57.80	per/hr
Security	\$57.80	per/hr
CCTV Operation (per m rate) - Assume 10 setups c/w 250m runs **	Cost + 10%	per/m
Proposed third party billing mark-up percentage (%)	10%	Markup
Proposed parts and materials mark-up percentage (%)	10%	Markup

\* Big Bear Energy Services provides these personnel at zero dollars for the operation of the Project.

\*\* Big Bear Energy Services does not provide this service, and will charge Cost + 10% if it is required.



**BIG BEAR**  
ENERGY SERVICES

A Division of Big Bear Energy Rentals Ltd.

**24 HR DISPATCH** 1-800-399-2399

**OFFICE** 403-887-2839

**FAX** 403-887-0511

**EMAIL** [info@bigbearenergy.com](mailto:info@bigbearenergy.com)

**WEBSITE** [bigbearenergy.com](http://bigbearenergy.com)



## REGIONAL MUNICIPALITY OF WOOD BUFFALO

RFP-2020-451 - Flood Mitigation and Response - Pumping Services

# FLUID MANAGEMENT AND WATER TRANSFER PRICES

### SUMMARY DESCRIPTION

### RATE - JAN 2021

### U/M

#### TRANSFER PUMPS

2" Transfer Pump	\$52.50	Each/Day
4" Transfer Pump	\$105.00	Each/Day
6" Transfer Pump	\$192.50	Each/Day
Twin 6" Transfer Pump	\$297.50	Each/Day
6" Submersible Pump with Soft Start	\$402.50	Each/Day
Cable and Wiring Package for Submersible Pump	\$597.10	Each/Day
8" Transfer Pump	\$262.50	Each/Day
8" X 6" High Pressure Transfer Pump	\$367.50	Each/Day
8" X 6" High Pressure /High HP Transfer Pump (w/Vic in and out)	\$700.00	Each/Day
10" X 8" High Pressure Transfer Pump	\$402.50	Each/Day
10" X 8" High Pressure / 600hp Transfer Pump	\$525.00	Each/Day
10" X 8" High Pressure Transfer Pump - Natural Gas	\$542.50	Each/Day
10" X 8" Automated Transfer Pump	\$542.50	Each/Day
Twin 100kw-150kw Generator/Light Tower skid c/w 500 Gal Tank & Distribution Panel - Diesel	\$192.50	Each/Day
Twin 100kw-150kw Generator/Light Tower skid c/w 500 Gal Tank & Distribution Panel - Natural Gas	\$385.00	Each/Day
NG/Propane Distribution Hoses	\$17.50	Each/Day
Submersible Pump Float with Screen	\$35.00	Each/Day
VFD Controller	\$87.50	Each/Day

#### FILTRATION

4" Filter Unit	\$192.50	Each/Day
6" Filter Unit	\$192.50	Each/Day
8" Filter Unit	\$192.50	Each/Day
10" Filter Unit	\$276.50	Each/Day
Supply Filters	\$9.45	Each



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## REGIONAL MUNICIPALITY OF WOOD BUFFALO

RFP-2020-451 - Flood Mitigation and Response - Pumping Services

# FLUID MANAGEMENT AND WATER TRANSFER PRICES

SUMMARY DESCRIPTION	RATE - JAN 2021	U/M
<b>HOSE, VALVES &amp; FITTINGS</b>		
4" Hard Hose	\$7.00	Each/Day
4" Layflat Hose	\$0.02	Ft./Day
6" Hard Hose	\$10.50	Each/Day
6" Layflat Hose	\$0.03	Ft./Day
6" Suction Screen	\$17.50	Each/Day
6" Chemical Resistant Hose with Vic Ends	\$24.50	Each/Day
6" Flow Meter	\$52.50	Each/Day
8" Suction/Hard Hose or Layflat Short Hoses	\$14.00	Each/Day
8" Layflat Hose	\$0.06	Ft./Day
8" Gate Valve	\$17.50	Each/Day
8" Suction Screen	\$35.00	Each/Day
8" Suction Screen - DFO	\$52.50	Each/Day
8" Chemical Resistant Hose with Vic Ends	\$28.00	Each/Day
8" Flow Meter	\$87.50	Each/Day
8" Y Bypass	\$87.50	Each/Day
8" Candy Cane	\$52.50	Each/Day
10" Suction/Hard Hose or Layflat Short Hoses	\$17.50	Each/Day
10" Layflat Hose	\$0.08	Ft./Day
10" Y Bypass	\$87.50	Each/Day
10" Gate Valve	\$21.00	Each/Day
10" Flow Meter	\$105.00	Each/Day
10" Flow Meter with Automation	\$210.00	Each/Day
10" Suction Screen	\$52.50	Each/Day
10" Candy Cane	\$52.50	Each/Day
10" Vic 90	\$21.00	Each/Day
10" Vic 45	\$21.00	Each/Day
10" - 12" Vic Crossover	\$21.00	Each/Day
Custom Crossover Fittings for Tie Ins	\$35.00	Each/Day
Misc Fittings	\$70.00	Each/Day
Standard Safety Supplies	\$17.50	Each/Day
Consumables	\$17.50	Each/Day
Noise Reduction Package	\$245.00	Each/Day
Equipment and Line Flushing - Per Man (Disposal Extra)	\$59.50	Hour



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## REGIONAL MUNICIPALITY OF WOOD BUFFALO

RFP-2020-451 - Flood Mitigation and Response - Pumping Services

# FLUID MANAGEMENT AND WATER TRANSFER PRICES

### SUMMARY DESCRIPTION

### RATE - JAN 2021

### U/M

#### WATER TRANSFER EQUIPMENT

SUMMARY DESCRIPTION	RATE - JAN 2021	U/M
<b>WATER TRANSFER EQUIPMENT</b>		
Pump Containment	\$52.50	Each/Day
Whip Checks	\$1.75	Each/Day
Hose Floats	\$7.00	Each/Day
Herman Nelson Heat Package c/w Socks	\$105.00	Each/Day
Truck Load/Unload Manifold Package	\$245.00	Each/Day
Road Crossing	\$105.00	Each/Day
Heavy Duty Road Crossing	\$122.50	Each/Day
400 CFM Compressor c/w Pigging Package	\$367.50	Each/Day
800 CFM Compressor c/w Pigging Package	\$437.50	Each/Day
Heater Y's for Source Pumps	\$17.50	Each/Day
Bridge Brackets with Planks	\$3.50	Each/Day
Cam Lock Ear Strap	\$1.75	Each/Day
Tool & Spare Part Job Box	\$52.50	Each/Day
Water Safety Package	\$52.50	Each/Day
Traffic Safety Package	\$52.50	Each/Day
Fire Safety Package	\$52.50	Each/Day
Hill Repelling Package	\$175.00	Each/Day
Ice Auger or Chain Saw	\$17.50	Each/Day
Spill Kit	\$6.65	Each/Day
Communications Package (Includes 5 Radios)	\$31.50	Each/Day
Office Trailer or Flat Deck Trailer or Gooseneck Trailer	\$87.50	Each/Day
Enclosed Job Trailer	\$115.50	Each/Day
Tractor	\$367.50	Each/Day
Skid Steer	\$280.00	Each/Day
Hose Deployment System	\$105.00	Each/Day
Zoom Boom / Telehandler	\$665.00	Each/Day
UTV Side X Side or Snowmobile	\$192.50	Each/Day
River Jet Boat	\$1,050.00	Each/Day
Snow Cat or Morooka Low Impact All Terrain Vehicle	\$665.00	Each/Day
Recon Low Impact All Terrain vehicle	\$332.50	Each/Day
Fuel Delivery Truck Unit# 55 - Daily without Operator	\$227.50	Day
Fuel Delivery Truck Unit# 55 - Daily with Operator	\$855.00	Day
Fuel Delivery Truck Unit# 55 - Hourly with Operator	\$105.00	Hour



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**FAX** 403-887-0511

**EMAIL** [info@bigbearenergy.com](mailto:info@bigbearenergy.com)

**WEBSITE** [bigbearenergy.com](http://bigbearenergy.com)

## EQUIPMENT PRICING LIST - REV:01 - JAN 22, 2021

**REGIONAL MUNICIPALITY OF WOOD BUFFALO**

RFP-2020-451 - Flood Mitigation and Response - Pumping Services

## EQUIPMENT RENTAL PRICES

**SUMMARY DESCRIPTION****RATE - JAN 2021****U/M****EQUIPMENT RENTALS**

Roughneck Trailer	\$105.00	Each/Day
Office Trailer	\$87.50	Each/Day
Dump Trailer	\$105.00	Each/Day
3 Stall Emergency Shower/Decon Unit/Change Rooms	\$416.50	Each/Day
3 Stall Emergency Shower Unit	\$140.00	Each/Day
Polyethylene Plastic Liner	\$17.50	Each/Day
Security Fence Package	\$35.00	Each/Day

**FUEL TRAILERS**

Fuel Trailer w/ 500 Gal Tank	\$52.50	Each/Day
Fuel Trailer w/ 600 Gal. Tank	\$52.50	Each/Day

**COMBO UNITS**

Combo Unit -Toilets, lights, fuel & garbage bin	\$157.50	Each/Day
Trailerred Combo Vac Unit	\$402.50	Each/Day

**GENERATORS/LIGHT TOWERS**

8kW Generator/ Light Tower	\$52.50	Each/Day
20kW Generator/ Light Tower	\$70.00	Each/Day
20kW Generator/ Light Tower c/w 165 Gal Fuel Tank	\$87.50	Each/Day
70kW Generator/ Light Tower c/w 500 Gal Tank & Distribution Panel	\$175.00	Each/Day
80kW Generator	\$157.50	Each/Day
85kW Generator/ Light Tower c/w 500 Gal Tank & Distribution Panel	\$175.00	Each/Day
Twin 100kw-150kw Generator/Light Tower skid c/w 500 Gal Tank & Distribution Panel - Diesel	\$192.50	Each/Day
Twin 100kw-150kw Generator/Light Tower skid c/w 500 Gal Tank & Distribution Panel - Natural Gas	\$385.00	Each/Day



**BIG BEAR**  
ENERGY SERVICES

A Division of Big Bear Energy Rentals Ltd.

**24 HR DISPATCH** 1-800-399-2399

**OFFICE** 403-887-2839

**FAX** 403-887-0511

**EMAIL** [info@bigbearenergy.com](mailto:info@bigbearenergy.com)

**WEBSITE** [bigbearenergy.com](http://bigbearenergy.com)

## EQUIPMENT PRICING LIST - REV:01 - JAN 22, 2021

**REGIONAL MUNICIPALITY OF WOOD BUFFALO**

RFP-2020-451 - Flood Mitigation and Response - Pumping Services

## EQUIPMENT RENTAL PRICES

**SUMMARY DESCRIPTION****RATE - JAN 2021****U/M****MISC. CHARGES**

<b>SUMMARY DESCRIPTION</b>	<b>RATE - JAN 2021</b>	<b>U/M</b>
<b>MISC. CHARGES</b>		
Garbage Disposal Min Charge	\$105.00	Each
RV Antifreeze	\$17.50	Case
Clean & Service	\$88.00	Hour
Delivery - Kilometer with Operator	\$1.25	KM
Delivery - Hour with Operator	\$112.50	Hour
Equipment Rentals Technician	\$72.00	Hour
Equipment Rentals Swamper	\$58.50	Hour
Sterling c/w Knuckle Picker	\$129.50	Hour
Tractor Trailer / Hi Boy	\$200.00	Hour
Winch Tractor with Trailer	\$154.00	Hour
15 ton Picker	\$154.00	Hour
30 ton Picker	\$245.00	Hour
40 ton Picker	\$262.50	Hour
45 ton Picker	\$294.00	Hour
Septic Disposal Min Charge	\$126.00	Each
Unbagged Garbage Min Charge	\$175.00	Each



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### Schedule E – Insurance

The Contractor shall provide the Municipality with Evidence of Insurance required by this Agreement in a fashion that is acceptable to Municipality on or before the effective date of this Agreement. The Municipality at any time and at its sole discretion, may require a specific type or amount of insurance(s).

These insurance(s) shall in any event:

- a) Provide full replacement cost coverage or full amortized value insurance for (if used in the performance of this Agreement) buildings, contents, and property of every description related to the subject of this Agreement; and include insurance(s) against crime, employee infidelity, and loss of earnings or extra expenses as a result of business interruption.
- b) Provide not less than five million dollars (\$5,000,000) per occurrence or Claim-made and not less than five million dollars (\$5,000,000) all occurrences/annual aggregate Commercial General Liability Insurance for said Contractor. If any liability insurance policy is written on a Claims-made basis, any retroactive date shall commence on or before the effective date of this Agreement.
- c) If any liability insurance policy is written with an annual aggregate or total limit for all occurrences, it must include an automatic reinstatement of one (1) annual aggregate or limit for all occurrences, once the first annual aggregate or limit for all occurrences has been exhausted.
- d) Include Automobile Liability insurance(s) in amounts of no less than five million dollars (\$5,000,000) shall be carried by said Contractor for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement.
- e) Include a waiver of subrogation against RMWB, its officers, directors, employees and agents.
- f) Be primary insurance with respect to all other available sources.
- g) Have RMWB added as "**a named insured**", as its interests may appear within the confines of this Agreement" to the policies (other than the automobile insurance policies) of the Contractor.

#### Notice of Termination

- o Each insurance policy required by the INSURANCE REQUIREMENTS of this Agreement shall provide the coverage and shall not be suspended, voided, cancelled, or reduced in coverage except after 30 days' notice by registered mail of such action is given to RMWB. Notice to RMWB shall be sent to the following address:

Regional Municipality of Wood Buffalo  
 Finance Department (Insurance Services Branch)  
 9909 Franklin Avenue Fort McMurray, Alberta  
 T9H 2K4

#### Acceptability of Insurers

- o Insurance is to be provided by insurer(s) licensed in the Province of Alberta, with an A.M. Best rating of not less than A-. RMWB in no way warrants that the above-required minimum insurer rating is adequate to protect the Contractor.

#### Confirmation of Coverage

- o The Contractor shall provide evidence of insurance, as required in this Agreement which shall be sent in notice to the above RMWB address. Evidence of insurance documents shall summarize insurance protection by line of coverage, including type, amount, and deductibles. The evidence document shall specify RMWB file number, if any provided.
- o The evidence document shall be signed by a person authorized by that insurer(s) to bind coverage on its behalf.

#### Failure to Provide Evidence of Insurance



REGIONAL MUNICIPALITY  
OF WOOD BUFFALO

- In the event that the Contractor fails to comply with the aforementioned terms within fifteen (15) days of the inception date of this Agreement, RMWB may, at its sole option, purchase on behalf of and at the expense of the Contractor the required insurance coverage and invoice the Contractor for the costs incurred. Such invoices shall be paid within thirty (30) days of issuance and failure to make timely payment may be considered an event of default under this Agreement.

#### Non-Compliance

- Failure of RMWB to act to enforce further non-compliance with any of the aforementioned terms does not constitute an act of acquiescence by RMWB.

#### Approval

- Any modification or variation from these Guidelines shall be made only with the permission of RMWB Finance Department (Insurance Services Branch), whose decision shall be final. Such action will require written confirmation from RMWB Finance Department (Insurance Services Branch), as evidence of authorization.



**Schedule F – Forms**

- (a) Non-Conformance Report
- (b) Vendor Performance Evaluation
- (c) Change Order Request
- (d) Work Completion



## **Non-Conformance Report (NCR) Form (Suggested, not yet in use)**

### Non-Conformance Reporting Procedure

Contractors shall complete the attached Non-Conformance Report in the event that areas of non-conformance are identified, or specific risks/incidents are identified in association with Contractor's operations, Safety Programs, Goods and Deliverables. The report should be issued following consultation with the Contractor representative and an agreed time frame should be documented on this report for the rectification of issues.

The report should be signed by the Municipality department manager and Contractor representative and actioned within the agreed timeframe. Where the Contractor does not rectify the issue within the agreed timeframe a second Non-Conformance report may be issued, or manager may consider suspension or termination of this Agreement if the issue is of sufficient significance.

The following information should be recorded on the Non-Conformance Report:

- Details of Non-Conformance
- Actions required
- Completion date
- Verification of completion

### ***Details of Non-Conformance***

Specific details of non-conformance, which may include: Plant or equipment involved, chemicals or hazardous substances involved, Work procedures not followed, nature of risk or incidence, and any other physical aspects;

Minor Incidents – These are not important enough to record on the basis of each occurrence basis and action by the Contractor or RMWB may or may not be required. However, recording can facilitate identification of repetitiveness. Minor incidents that are repetitive such that the collective impact is considered to be major need to be reported.

Major Incidents – These are considered important and incident must be reported as a non-conformance. Immediate action is required to remedy the problem and long-term action may also be required depending on the risk and impact of a repeat occurrence.

High Risk Incidents - These are repeated minor incidents of the same nature with a cumulative impact considered to be major; or repeated major incidents; or a high potential for the occurrence of a major incidence. High Risk Incidents or their potential must be reported as a non-conformance and long-term preventative action by the Contractor is required to occurrence or recurrence.

### ***Actions Required***

Actions agreed to by all parties following consultation, and that should adequately address the identified non-conformance. This may take the form of specific control measures and should take the hierarchy of controls into consideration.

### ***Completion Date***

The agreed timeframe by which the Contractor should have implemented the actions documented in the Non-Conformance Report.

### ***Verification of Completion***

The Municipality (or Consultant –if applicable) should verify that the agreed actions have taken place on or soon after the agreed Completion Date. Where the actions are complete the Municipality (or Consultant) representative and Contractor should sign the Non-Conformance Form and file with Agreement documentation.



REGIONAL MUNICIPALITY  
OF WOOD BUFFALO

**Non-Conformance Report (Sample)**

<b>Date:</b>	<b>Site/Work Location:</b>
Contractor:	Department Representative:
Agreement Name:	Agreement No.:
Detailed Description of Non-Conformance	Initiator:
Immediate Corrective Action Taken	Corrective Action Plan Approved by:
Long Term Corrective Action	Preventative Action Plan Approved by:
Estimated Completion Date:	
Actual Completion Date:	
<b>Verification of Completion</b>	
RMWB Representative:	Contractor Name Representative:
Signature:	Signature:
Date:	Date:
Phone No.	Phone No.
Email:	Email:



**Vendor Performance Evaluation for Work & Construction**

**See attached.**



REGIONAL MUNICIPALITY  
OF WOOD BUFFALO

**REGIONAL MUNICIPALITY OF WOOD BUFFALO  
VENDOR / CONTRACTOR PERFORMANCE EVALUATION FOR SERVICES & CONSTRUCTION**

**ALL FIELDS ARE MANDATORY**

Contractor Name:

Contract Title and Number:

Purchase Order Number:

Contract Term:

Contract Period:

From:

To:

Contract Value:

Department:

Performance Evaluation completed:

- Six (6) Month Interval  
 Contract Closeout

**PERFORMANCE**

**EXCEPTIONAL (7)**

Meets contractual requirements and exceeds many to the District's benefit. The scope of services was accomplished. Corrective actions taken by the contractor were highly effective.

All significant program elements, including technical performance and schedule, are above what was planned.

**VERY GOOD (5)**

Meets contractual requirements and exceeds some to the District's benefit. The scope of services was accomplished with minor problems. Corrective actions taken by the contractor were effective.

Significant elements were as planned.

**SATISFACTORY (3)**

Meets contractual requirements. The actions taken by the contractor appear or were satisfactory.

Some significant program elements are behind what was planned or above the negotiated cost.

**MARGINAL (2)**

Does not meet some contractual requirements. The scope of services was not accomplished. Problems were serious. The contractor has yet to identify corrective actions, or the contractor's proposed actions appear only marginally effective or were not implemented.

Some significant program elements are significantly behind.

**UNSATISFACTORY (0)**

Does not meet most contractual requirements, and recovery is not likely in a timely manner. The contractor's corrective actions appear or were ineffective.

**N/A**

Not Applicable

**INSUFFICIENT INFO. TO RATE**

There is not sufficient information to rate performance.

**PERFORMANCE RATING**

**Score (0,2,3,5,7)**

**COMMENTS (Attach additional sheets if necessary)**

Work performed in compliance with contract terms

- Exceptional  
 Very Good  
 Satisfactory  
 Marginal  
 Unsatisfactory  
 N/A  
 Insufficient info. to rate



PERFORMANCE RATING		Score (0,2,3,5,7)	COMMENTS (Attach additional sheets if necessary)
Materials, supplies and equipment provided as required?	<input type="checkbox"/> Exceptional <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Marginal <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> N/A <input type="checkbox"/> Insufficient info. to rate		
Staff availability	<input type="checkbox"/> Exceptional <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Marginal <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> N/A <input type="checkbox"/> Insufficient info. to rate		
Staff training	<input type="checkbox"/> Exceptional <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Marginal <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> N/A <input type="checkbox"/> Insufficient info. to rate		
Staff professionalism	<input type="checkbox"/> Exceptional <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Marginal <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> N/A <input type="checkbox"/> Insufficient info. to rate		
Customer service	<input type="checkbox"/> Exceptional <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Marginal <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> N/A <input type="checkbox"/> Insufficient info. to rate		
Staff turnover	<input type="checkbox"/> Exceptional <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Marginal <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> N/A <input type="checkbox"/> Insufficient info. to rate		



PERFORMANCE RATING		Score (0,2,3,5,7)	COMMENTS (Attach additional sheets if necessary)
Communication and Accessibility	<input type="checkbox"/> Exceptional <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Marginal <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> N/A <input type="checkbox"/> Insufficient info. to rate		
Prompt and effective correction of situations and conditions	<input type="checkbox"/> Exceptional <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Marginal <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> N/A <input type="checkbox"/> Insufficient info. to rate		
Contractor compliance with Wage & Benefits (if appropriate)	<input type="checkbox"/> Exceptional <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Marginal <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> N/A <input type="checkbox"/> Insufficient info. to rate		
Documentation records, receipts, invoices and computer generated reports received in a timely manner and in compliance with contract specifications	<input type="checkbox"/> Exceptional <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Marginal <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> N/A <input type="checkbox"/> Insufficient info. to rate		
Licensing requirements met	<input type="checkbox"/> Exceptional <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Marginal <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> N/A <input type="checkbox"/> Insufficient info. to rate		
Insurance certificates and documentation, timely and complete	<input type="checkbox"/> Exceptional <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Marginal <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> N/A <input type="checkbox"/> Insufficient info. to rate		



PERFORMANCE RATING		Score (0,2,3,5,7)	COMMENTS (Attach additional sheets if necessary)
Safety: <ul style="list-style-type: none"> <li>▪ Reporting of incidents</li> <li>▪ Completing safety talks with employees</li> <li>▪ Compliance of hazard assessment / site safety plans</li> <li>▪ Total Recordable Injury Rate (TRIR) for the duration of the contract</li> </ul>	<input type="checkbox"/> Exceptional <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Marginal <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> N/A <input type="checkbox"/> Insufficient info. to rate		
Would you recommend this firm again?	<input type="checkbox"/> Yes <input type="checkbox"/> No  (Explain)		



**REGIONAL MUNICIPALITY OF WOOD BUFFALO  
VENDOR / CONTRACTOR PERFORMANCE EVALUATION FOR SERVICE**

**OVERALL ASSESSMENT:**  
**Total score out of 91**

Exceptional (66-91)  
 Very Good (40-65)  
 Satisfactory (27-39)  
 Marginal (10-26)  
 Unsatisfactory (<10)

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of Evaluator: \_\_\_\_\_ (Print) \_\_\_\_\_ (Signature)

Title: \_\_\_\_\_ Date: \_\_\_\_\_

The Procurement Branch will arrange performance review meetings with vendors receiving a "Marginal" score or less on a Vendor Performance Evaluation report.

**FISCAL COMPLIANCE:**

Number of Financial Change Orders \_\_\_\_\_  
Original Contract/Award Value \$ \_\_\_\_\_  
Dollar amount of increase (decrease) \$ \_\_\_\_\_  
Percent of increase (decrease) \_\_\_\_\_ %  
Reason for increase (decrease) \_\_\_\_\_  
\_\_\_\_\_

**MANAGER/DIRECTOR REVIEW:**

\_\_\_\_\_  
Title Signature  
\_\_\_\_\_  
Date



**Change Order Request Form (If applicable)**

N/A



REGIONAL MUNICIPALITY  
OF WOOD BUFFALO

**Work Completion Form (If applicable)**

(Date)

(Contractor)

(Address)

Attention: (Contractor's Name)

**Re: Agreement No. / Project Name – Work Completion Certificate**

Please be advised that an inspection of the above noted project was carried out on **(date)** by **RMWB (or Consultants – if applicable) Representative**. All work on this Agreement has been satisfactorily completed and is accepted as complete, subject to the terms and conditions of this Agreement and Scope of Work. The effective date for the start of the warranty period will be **(footnote 1)**. For the record, the last day of work on this project was **(footnote 2)**.

This notice will not relieve (Contractor Name) of any surviving right or obligation in this Agreement.

Thank you for your Work and your interest in the Regional Municipality of Wood Buffalo.

Sincerely,

RMWB (or Consultants – if applicable) Representative

cc: QXXXXX  
Project Manager

1. Use last date any Deficiencies were corrected or, if there were no Deficiencies, the date the project was ready for the Construction Completion Inspection.
2. Use the same date as footnote 1, unless a Conditional Construction Completion Certificate had been issued; in that case, use the date the contractor completed all clean-up & deficiency repairs identified in the Conditional Construction Completion Certificate

## **Appendix D**

### **Tolling Extension Letter Agreement**

**Anthony Mersich**  
T: 403-232-9154  
amersich@blg.com

**Robyn Gurofsky**  
T: 403-232-9774  
rgurofsky@blg.com

Borden Ladner Gervais LLP  
Centennial Place, East Tower  
1900, 520 - 3rd Ave SW  
Calgary AB T2P 0R3  
Canada  
T: 403-232-9500  
F: 403-266-1395  
blg.com



**File No. 022910.000008**

June 13, 2022

**DELIVERED BY EMAIL**  
**GHolub@stikeman.com**

Geoffrey Holub  
Stikeman Elliot LLP  
4300 Bankers Hall West  
888 - 3rd St SW  
Calgary, AB  
T2P 5C5

Dear Sir/Madam,

**Re: Extension of expiry of Tolling Agreement**

We refer to the Tolling (Standstill) Agreement between Big Bear Energy Rentals Ltd. (“**Big Bear**”), by and through its court-appointed receiver and manager, Alvarez & Marsal Canada Inc. (the “**Receiver**”) and Spartan Delta Corp. (“**Spartan**”), dated March 31, 2022 (the “**Tolling Agreement**”).

Whereas paragraph 1 of the Tolling Agreement provides as follows:

Commencing on the Effective Date of this Agreement, the running of any and all time limits or limitation periods for the commencement of claims or filing of liens, that have not expired as of the Effective Date, shall be tolled and suspended from the Effective Date until the earlier of (a) ninety days (90) from the Effective Date of this Agreement, and (b) thirty (30) days following notice of termination of this Agreement given by any party in accordance with paragraph 3 of this Agreement.

In order to provide additional time for the Receiver and Spartan to resolve certain disputed amounts submitted in the Invoices referred to in the Tolling Agreement while preserving existing rights under the *Builders Lien Act*, *Limitations Act*, and any other applicable legislation, the Receiver proposes extending the term of the tolling period set out in the Tolling Agreement by amending the Tolling Agreement as follows:

- deleting the words “ninety days (90) from the Effective Date of this Agreement” in paragraph 1 of the Tolling Agreement, and replacing them with “August 31, 2022”.

All other terms of the Tolling Agreement shall remain unchanged and in full force and effect.

Please indicate Spartan’s acceptance of the amendment to the Tolling Agreement proposed herein by having one of Spartan’s authorized representatives execute and date this letter agreement in the space provided below, and by returning a copy of same to me.

Yours truly,



Anthony Mersich

AM

Acknowledged and agreed to by Spartan Delta Corp. this \_\_\_\_ day of June, 2022



Name: Geri Greenall

Title: CFO

I have authority to bind the corporation

## **Appendix E**

Auction Agreement (Redacted)

THIS Auction and Liquidation Services Agreement dated for reference the 27 day of June, 2022 (the “**Agreement**”)

MADE BETWEEN:

**ALVAREZ & MARSAL CANADA INC.**, solely in its capacity as the Court-appointed receiver and manager of Big Bear Energy Rentals Ltd., 5556300 Manitoba Ltd., Barricade Environmental Ltd., Direct Environmental Technologies Inc., and 1509571 Alberta Ltd. and not in its corporate or personal capacity

(hereinafter referred to as the “**Receiver**”)

OF THE FIRST PART

AND:

**MAYNARDS INDUSTRIES II CANADA LTD.**

(hereinafter referred to as the “**Auctioneer**”)

OF THE SECOND PART

**WHEREAS:**

- A. Pursuant to an order of the Court of Queen’s Bench of Alberta (the “**Court**”) granted by the Honourable Justice K. Horner in Court File No 2201-01086, Alvarez & Marsal Canada Inc. was appointed receiver and manager of the assets, property and undertakings of Big Bear Energy Rentals Ltd., 5556300 Manitoba Ltd., Barricade Environmental Ltd., Direct Environmental Technologies Inc. and 1509571 Alberta Ltd. (collectively, the “**Debtors**”), and the Receiver has undertaken the process of identifying and liquidating all such assets, property and undertaking pursuant to a sale solicitation process approved by the Court on May 4, 2022 (the “**Sales Process**”);
- B. The Auctioneer submitted a proposal to the Receiver dated May 27, 2022 (the “**Proposal**”) in accordance with the Sales Process rules, to liquidate the assets of the Debtors (or certain of them) listed in **Schedule “A”** hereto (the “**Assets**”); and
- C. The Receiver wishes to retain the Auctioneer to sell the Assets, subject to the terms and conditions hereof.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that the Receiver and the Auctioneer agree as follows:

**1. RETENTION OF THE AUCTIONEER**

- 1.1 The Receiver hereby retains the Auctioneer to carry out, and the Auctioneer hereby agrees to carry out, a sales program and run/conduct an auction (the “**Auction**”) with respect to

the Assets on the terms and conditions as set forth in this agreement. The Auction shall conclude on or before September 15, 2022 provided, however, that if the Approval Order (defined below) is not granted on or before July 8, 2022 or is the subject of an appeal or court challenge, the Auctioneer shall not be obliged to conclude the Auction on or before September 15, 2022. For clarity, the Auctioneer shall be permitted to sell any of the Assets prior to the auction, by private sale or otherwise, and such sales shall be deemed to have occurred as part of the Auction for the purposes of this Agreement.

- 1.2 The Receiver and the Auctioneer covenant and agree with each other to carry out their respective obligations under this Agreement, including without limitation the obligations as set forth in **Schedule “B”** and **“C”** to this Agreement. If there is a conflict between the body of this Agreement and Schedules “B” or “C,” or any of them, then the following shall be paramount and govern in the following order: (1) the body of this Agreement, (2) Schedule “C” and (3) Schedule “B”.
- 1.3 The Auctioneer will not, and has no authority to, incur any liability or obligation on behalf of the Receiver or the Debtors, unless otherwise specifically authorized and approved by the Receiver.

## 2. THE AUCTION

- 2.1 Subject to the terms and conditions contained in this Agreement, the Auctioneer has guaranteed and does hereby guarantee a net minimum payment to the Receiver of [REDACTED], in respect of the sale of the Assets (the “**NMG**”) regardless of the amount of proceeds received from sale of the Assets pursuant to this Agreement. The Receiver shall have the right to amend Schedule “A” to incorporate additional Assets, in which case such additional Assets shall be included in the Auction or otherwise sold on a straight commission basis on terms mutually agreed-upon by the Parties (each Party acting reasonably). Upon conclusion of the Auction, the Auctioneer may elect to purchase any assets not sold in the Auction for a price to be agreed upon with the Receiver (each Party acting reasonably). For clarity, if the proceeds of the Auction do not meet the NMG, any amounts required to be paid by the Auctioneer in excess of the proceeds of the Auction in order to meet the NMG plus an amount of up to [REDACTED] reflective of the Gross Sale Proceeds Threshold shall be a credit in favour of the Auctioneer against the purchase price for any Assets it elects to purchase after conclusion of the Auction. The Assets sold in the Auction and any assets the Auctioneer elects to purchase after conclusion of the Auction are collectively the “**Sold Assets**”. The Assets other than the Sold Assets are collectively the “**Unsold Assets**”.
- 2.2 The Auctioneer has paid to the Receiver a non-interest bearing deposit in the amount of [REDACTED] (the “**Deposit**”).
- 2.3 The Deposit shall be held in trust by the Receiver and shall be releasable as follows:
  - (a) if the Auction does not commence by September 1, 2022 and in any event no later than September 15, 2022 due to: (i) any fault of the Receiver; (ii) the Approval Order (as defined below) not being granted on or before July 31, 2022 or being

granted but being the subject of an appeal or court challenge, (iii) Force Majeure (as defined in Schedule “C” to this Agreement), or (iv) except as provided in 2.3(b) below, for any other reason whatsoever, then in any such case the Deposit shall be returned by the Receiver to the Auctioneer and any Unsold Assets shall be the sole responsibility of the Receiver; and

(b) if the Auction is not held due to a breach by the Auctioneer of its obligations hereunder, the Deposit shall be forfeited by the Auctioneer and the Receiver shall keep the Deposit, which shall not be a penalty and shall be a genuine pre-estimate of damages. If the Deposit is forfeited, the forfeiture thereof shall constitute the Receiver’s sole remedy in respect of damages hereunder.

2.4 The Auctioneer shall have the right to charge the Buyers of the Assets a [REDACTED] buyer’s premium with respect to the sale of the Assets (the “**Buyer’s Premium**”).

2.5 Following conclusion of the Auction, the proceeds of sale of the Assets, together with the Buyer’s Premium, and net of applicable taxes and any merchant banking charges (together, the “**Gross Sale Proceeds**”), shall be paid and distributed by the Auctioneer as follows:

(a) firstly, the Auctioneer shall pay the Receiver an amount equal to the NMG less the Deposit. If the Gross Sale Proceeds are insufficient to make this payment in full, the Auctioneer shall itself pay the deficiency to the Receiver by no later than 10 business days following the Auction unless otherwise mutually agreed-upon by the Parties;

(b) secondly, any remaining Gross Sale Proceeds in excess of the NMG up to [REDACTED] shall be to the account of the Auctioneer (the “**Gross Sale Proceeds Threshold**”); and

(c) thirdly, any remaining Gross Sale Proceeds in excess of the Gross Sale Proceeds Threshold (the “**Remaining Gross Sale Proceeds**”) shall be split between the Auctioneer and the Receiver with [REDACTED] of the Remaining Gross Sale Proceeds payable to the Receiver and [REDACTED] of the Remaining Gross Sale Proceeds payable to the Auctioneer.

2.6 In addition to the foregoing, if any Asset is either (a) removed from the Sales Process at the election of the Receiver; (b) not situated at the Premises (as defined below); (c) where access to any Asset/Premises is not provided to Auctioneer upon the Approval Order being granted for the Auction; or (d) where the Approval Order does not enable the Auctioneer to transfer title to any Asset free and clear of all right, title, and interests of the Debtors and all persons claiming by or through the Debtors, and such other parties as may be specifically designated by the Auctioneer, then the NMG shall be adjusted, as mutually agreed-upon by the Parties (each Party acting reasonably), and failing agreement, as determined by the Court. If there is a dispute respecting the ownership of any of the Assets sold by the Auctioneer or any claims relating thereto, the Auctioneer may pay the proceeds in respect of such Assets to the Receiver to be held pending a determination by the Court

in Action No. 2201-01086 as to who is entitled to the proceeds. In so paying the Auctioneer shall have satisfied its obligations to the Receiver under this Agreement.

- 2.7 The Auctioneer will pay any amounts payable to the Receiver from the Gross Sale Proceeds and the Remaining Gross Sale Proceeds within 10 business days following the applicable sale date by way of wire transfer to the account stipulated by the Receiver.

### **3. REPRESENTATIONS, WARRANTIES, AND COVENANTS WITH RESPECT TO THE ASSETS**

- 3.1 The Receiver shall, promptly following the granting of the Approval Order, deliver to the Auctioneer a copy of all pertinent documents that are in the possession of the Receiver relating to the Assets, including, without limitation, all documents of title, operating manuals, warranties, and all documents respecting registrations.

- 3.2 The Receiver shall provide to the Auctioneer and its agents, employees and representatives, access to the Assets from the date of court approval of the Approval Order (or such date earlier as agreed to by the Receiver) until 15 business days following the Auction (the “**Removal Date**”) for the purposes of allowing the Auctioneer to prepare the Assets for Auction on site, located in: (i) Sylvan Lake, AB at 3 Industrial Drive, Sylvan Lake, AB T4S 1P4; (ii) North Dakota at 5044 Petroleum Park Drive, Williston ND 58801; and (iii) Wyoming at 1938 Wyott Drive, Cheyenne, Wyoming 82007 (collectively, the “**Premises**”). The Receiver shall be solely responsible for payment of all rent, utilities, and other costs associated with the Auctioneer’s use and occupancy of the Premises as provided for in this Section 3.2.

- 3.3 Provided that access to the Assets has been provided to the Auctioneer in accordance with Section 3.2, Auctioneer shall be, at its sole cost and expense, responsible for all warehousing and storage costs, holding fees, rents, rates, utility charges and any other outgoings in relation to any Sold Assets remaining on the Premises following the Removal Date. The Auctioneer shall have no responsibility for any warehousing and storage costs, holding fees, rents, rates, utility charges and any other outgoings in relation to the Unsold Assets.

- 3.4 The Auctioneer shall sell the Assets on an “as is, where is” and “without recourse” basis and neither the Receiver, the Debtors, nor the Auctioneer shall make, vis-à-vis, any third party Buyers, any representations, conditions or warranties, and there are no representations, conditions or warranties associated with the condition of the Assets.

- 3.5 The Parties agree that:

- (a) there are no terms or conditions whatsoever, whether expressed, implied, statutory or otherwise (including, without limitation, those under the *Sale of Goods Act* (Alberta) and the *International Sale of Goods Contracts Convention Act* (Canada) and such similar applicable legislation in the United States) with respect to the Assets or any of them or any other matters whatsoever in any way related to the subject matter of this Agreement;

- (b) The Assets are being provided to the Auctioneer on an “as is, where is” and “without recourse” basis;
- (c) the Buyer will accept the Assets subject to any environmental condition and any contamination, whether or not such environmental condition or contamination is known to the Receiver or the Auctioneer, and the Buyer will acknowledge that the Buyer will have no recourse against the Auctioneer or the Receiver for any such environmental conditions or contaminations;
- (d) neither the Receiver nor the Auctioneer has made representations, warranties, statements or promises and has not agreed to any condition with respect to the Assets, whether statutory (including, without limitation, under the *Sale of Goods Act* (Alberta) and such similar legislation in the United States), express or implied, oral or written, legal, equitable, conventional, collateral or otherwise, all of which are expressly excluded, as to:
  - (i) title, including without limitation, the existence, validity, registration, enforceability or priority of any mortgages, charges, liens, encumbrances, security interests, claims or demands of whatsoever nature or kind affecting or any way relating to any or all of the Assets and the vesting off of such mortgages, charges, liens, encumbrances, security interests, claims or demands;
  - (ii) the existence, condition, merchantability, description, fitness for any particular purpose or use, suitability, durability, marketability, condition including any environmental condition, quantity or quality thereof of any or all of the Assets;
  - (iii) the accuracy or completeness of any data room information or any other data or information supplied by the Receiver or the Auctioneer or their representatives in connection with the Assets;
  - (iv) the ability of the Buyer to obtain any necessary approval from any governmental authority in order for the Buyer to operate the Assets; or
  - (v) any other matter or thing whatsoever in respect of any or all of the Assets.

3.6 The Auctioneer has concluded its own independent inspection and investigation respecting the Assets prior to executing this Agreement. The Auctioneer has not conducted due diligence as to title to the Assets, and shall not be liable to the Receiver, the Buyers, the Debtors, their creditors or any third party for any defect in title to the Assets. In the event there is a defect in title or alleged defect in title, the Receiver will hold back funds equal to the value of the Asset(s) in question pending a determination by the Court in accordance with Section 2.6 of this Agreement.

3.7 Until an Asset is sold at Auction, it shall be and remain at the risk of the Receiver, and the Auctioneer will have no liability with respect to the Assets, save and except for any liability as a result of the Auctioneer’s negligence.

#### **4. COURT APPROVAL**

- 4.1 This Agreement shall become effective upon the Court granting an order on terms satisfactory to the Receiver and the Auctioneer, each in their sole, absolute, and unfettered discretion, substantially as attached as **Schedule “E”** to this Agreement: (i) authorizing and directing the Receiver to enter into this Agreement; (ii) approving this Agreement; (iii) vesting the Assets in favour of valid purchasers at the Auction, free and clear of all right, title, and interests of the Debtors and all persons claiming by or through the Debtors, and such other parties as may be specifically designated by the Auctioneer; (iv) making the Assets available to the Auctioneer for the purposes of conducting the Auction; and (v) permitting the Auctioneer to use the Debtors’ names and other intellectual or intangible property to advertise the Auction (the “**Approval Order**”). The Receiver shall ensure notice of the application for the Approval Order is served on such parties as are stipulated by the Auctioneer in the Auctioneer’s sole, absolute, and unfettered discretion.
- 4.2 The Receiver shall use its best efforts to obtain the Approval Order on July 8, 2022 or such later date as agreed upon by the parties.
- 4.3 The Receiver will make its best efforts, but is not obligated, to obtain a Sealing Order respecting the economic terms contained in this Agreement when it applies to the Court of Queen’s Bench of Alberta for the Approval Order.
- 4.4 The Auctioneer shall comply with the terms and conditions of the Approval Order.
- 4.5 Prior to the Auction, the Auctioneer shall, acting reasonably, coordinate with the Receiver, to confirm the Assets identified on Schedule A are located on the Premises and exist.

#### **5. DUTIES OF AUCTIONEER**

- 5.1 Except as otherwise provided for in this Agreement, the Auctioneer shall at its own cost and expense:
- (a) conduct the Auction in accordance with its terms and the terms of this Agreement;
  - (b) provide sufficient licensed auctioneers and other personnel as is generally required for the holding of the Auction;
  - (c) transport the 28 assets in the United States under temporary import bond to Canada prior to August 31, 2022;
  - (d) supervise the inspection of the Assets by potential Buyers prior to the Auction;
  - (e) co-ordinate with the Receiver or its agents/consultants in relation to the attendance at the Premises, the conduct of the Auction and subsequent removal of the Sold Assets from the Premises on or prior to the Removal Date;

- (f) prepare for, arrange, conduct and conclude the Auction including, but not limited to, advertising, auction-related set-up, administrative services, collection of proceeds, banking, security/check out personnel, etc.;
- (g) advertise and promote the Auction. The Auctioneer shall seek the prior consent of the Receiver as to the form and content of all advertising and such consent shall not to be unreasonably withheld. For clarity, the Auctioneer shall be permitted to use the names and other intellectual and intangible property of the Debtors in connection with advertisement and promotion of the Auction;
- (h) organize, inventory, tag and lot the Assets for the Auction;
- (i) provide administrative services relating to the transfer of ownership of Assets to Buyers such that title to the Assets can be conveyed to the Buyers in accordance with the terms of the Approval Order;
- (j) allow representatives of the Receiver to be present at the Auction and to have access to all of the Auctioneer's records concerning the sale of the Assets;
- (k) assume all liability and responsibility (including costs and expenses) to attend the Premises, and dismantle, prepare to remove and where applicable, remove the Sold Assets from the Premise following the Auction and assume all liability and responsibility to ensure that the Premises are in the same state as when the Auctioneer entered the Premises to retrieve the Sold Assets;
- (l) following the Removal Date, Auctioneer is responsible for the payment of warehousing and storage costs, holding fees, rents, rates, utility charges and any other outgoings in relation to the Sold Assets being located at the Premises should any of the Sold Assets remain on the Premises. The Auctioneer shall have no responsibility for any warehousing and storage costs, holding fees, rents, rates, utility charges and any other outgoings in relation to any Unsold Assets;
- (m) shall perform the services contemplated herein and conduct the Auction in accordance with all applicable laws, rules and regulations, and Prudent Industry Practice; and
- (n) provide the accounting described in Section 2 of Schedule "B" hereto.

5.2 The Receiver shall from time to time at the request of the Auctioneer furnish the Auctioneer such further information or assurances, where available, execute and deliver such additional documents, instruments and conveyances, and take such other actions and do such other things as may be desirable to assist the Auctioneer in carrying out the duties of the Auctioneer.

**6. ADDITIONAL REPRESENTATIONS, WARRANTIES AND CONDITIONS**

6.1 The Receiver represents and warrants to the Auctioneer that subject to the approval of the Court of Queen's Bench described in Section ~~Error! Reference source not found.~~ hereof,

4.1 

the Receiver currently has, and will have up to and including the Removal Date, good and sufficient power and authority to enter into this Agreement and to complete the transactions contemplated by this Agreement.

6.2 The Auctioneer represents, warrants and acknowledges to the Receiver as follows, and acknowledges and confirms that the Receiver is relying on such representations and warranties in entering into this Agreement:

- (a) the Auctioneer is a corporation duly incorporated, organized and subsisting under the laws of Alberta;
- (b) the Auctioneer has good and sufficient power and authority to enter into this Agreement and to complete the transactions contemplated by this Agreement;
- (c) this Agreement constitutes a valid and legally binding obligation of the Auctioneer, enforceable against the Auctioneer in accordance with its terms;
- (d) the Auctioneer will, prior to conducting any sales pursuant to this agreement, be registered under Part IX of the *Excise Tax Act* (Canada) and shall have all necessary registrations and authority to collect, report and remit any applicable taxes on or with respect to any sale of any Assets by the Auctioneer pursuant to this agreement, in all applicable jurisdictions. The NMG, the Buyer's Premium, the Gross Sale Proceeds and any and all Costs as specified in this Agreement do not include Goods and Services Tax pursuant to the *Excise Tax Act* (Canada) which shall be payable, as applicable and in addition thereto, by the party receiving the subject good or service;
- (e) the Auctioneer has not jointly elected with the Receiver pursuant to section 177(1.3) of the *Excise Tax Act* (Canada);
- (f) should any tax related forms or documents in connection with the sale of the Assets be required to be filed or submitted to the appropriate governmental authority, the Auctioneer shall coordinate with the Receiver to complete and file same;
- (g) the Auctioneer is entitled to and has had the opportunity to consult with its own independent legal counsel prior to entering into this Agreement; and
- (h) the Auctioneer holds all required permits and licenses required to perform its obligations under this Agreement.

6.3 The representations, warranties and covenants of the Receiver and the Auctioneer set forth in this agreement will survive completion of the transactions contemplated by this Agreement.

## 7. MISCELLANEOUS

7.1 All references to currency in this Agreement and in the schedules hereto are to lawful currency of Canada.

- 7.2 In this Agreement and in the schedules annexed hereto, capitalized terms shall have the meaning designated in the Agreement and in the schedules unless the context shall otherwise require.
- 7.3 Whenever the singular is used herein, the same includes the plural, and whenever the plural is used herein, the same includes the singular, where appropriate and whenever the masculine is used herein, the same includes the feminine, and whenever the feminine is used herein, the same includes the masculine, where appropriate.
- 7.4 If the doing of any act pursuant to this Agreement falls on a day that is a bank holiday or weekend, then the time for the doing of such act shall be deemed to be the next day that is not a bank holiday or weekend.
- 7.5 Any notice, request, instruction or other communication to be given hereunder by any Party to the other shall be in writing and effective when delivered by facsimile or by electronic mail to the addresses and/or email addresses set forth as follows:

The Receiver:            Alvarez & Marsal Canada Inc. LIT  
Bow Valley Square IV  
Suite 1110, 250 - 6th Avenue SW  
Calgary, AB T2P 2R9  
ATTN: Orest Konowalchuk  
Email: [okonowalchuk@alvarezandmarsal.com](mailto:okonowalchuk@alvarezandmarsal.com)

The Auctioneer:        Maynards Group of Companies  
102-75 International Blvd  
Toronto, ON M9W 6L9  
ATTN: Mike McIntosh  
Email: [mmcintosh@maynards.com](mailto:mmcintosh@maynards.com)

A Party may from time to time change its address for service or its email for service by giving written notice of such change to the other Party.

- 7.6 No waiver by either Party of any of the conditions contained in this Agreement or of any breach of any of the covenants contained in this Agreement shall have effect or be binding upon that Party unless expressed in writing and any waiver so given shall extend only to the particular condition or breach so waived and shall not limit or affect any rights with respect to any other condition or breach or any future breach.
- 7.7 This Agreement and the attached schedules constitute the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior proposals (including the Proposal), communications and agreements, whether written or oral.
- 7.8 This Agreement may be amended or modified only by an instrument in writing executed and delivered by the Parties hereto subsequent to the date hereof.
- 7.9 The Parties covenant to execute such further documents and do such further acts as may be required to implement the terms of this Agreement.

- 7.10 All stipulations in this Agreement as to time are strictly of the essence.
- 7.11 The Auctioneer acknowledges and agrees that acceptance of this Agreement by the Receiver and any conduct on the part of the Receiver hereunder is made by the Receiver solely in its capacity as receiver and manager of the undertaking, property and assets of the Debtors, and that the Receiver and its directors, officers, agents, representatives, servants or employees shall have no personal or corporate liability under or as a result of this Agreement, or at common law, or by statute, or equity or otherwise in connection herewith, except as expressly provided for in this Agreement.
- 7.12 The Auctioneer acknowledges and agrees that nothing in this Agreement shall operate to prohibit or diminish in any way the right of the Debtors or the Receiver on the Debtors' behalf to dissolve, wind-up, make an assignment in bankruptcy in any manner or at any time as it may determine in their sole discretion, which may be exercised without regard to the impact any such action may have on the Receiver's ability to fulfil its obligations under this Agreement.
- 7.13 Each of the Parties to this Agreement acknowledges that it has had the time and opportunity to obtain independent legal advice with respect to the execution of this Agreement, or has waived that opportunity, and each of the Parties to this Agreement has read, understands and agrees with all of the terms and conditions contained in this Agreement.
- 7.14 This Agreement shall be governed by the laws in effect in the Province of Alberta, and the laws of Canada applicable therein, and the Parties hereby attorn to the jurisdiction of the Courts of that Province.
- 7.15 This Agreement may be executed in counterparts by the Parties hereto, and executed counterparts may be delivered by electronic mail and such execution and delivery shall be valid for all intents and purposes and the executed counterparts shall together form one document.

*The remainder of this page is intentionally left blank.*

7.16 This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective heirs, executors, administrators, successors and assigns.

**EXECUTED** at Calgary, Alberta, this 27 day of June, 2022.

**ALVAREZ & MARSAL CANADA INC. LIT,**

in its capacity as the Court appointed receiver and manager of all of the assets, undertakings and properties of the Debtors and not in its personal or corporate capacity

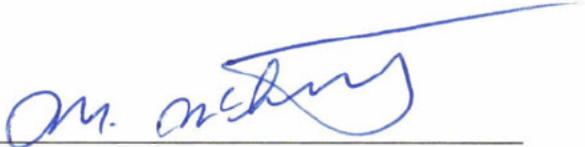


Per:

\_\_\_\_\_  
Name: Orest Konowalchuk, CPA, CA  
CIRP, LIT  
Title: Senior Vice President

**MAYNARDS INDUSTRIES II CANADA LTD.**

Per:

  
\_\_\_\_\_  
Name: Mike McIntosh  
Title: Executive Vice President,  
Industrial Division

**SCHEDULE "A"**  
**THE ASSETS**









DRAFT

**BIG BEAR ENERGY RENTALS LTD.  
FLUID MANAGEMENT EQUIPMENT LISTING**

Asset Description	Quantity	Year	Serial Number	Kilometres	Hours	Current Location	Asset Subgroup	Asset Group
10 V C 90'	10					Sylvan Lake, Alberta	Fittings & Adaptors	Fluid Management Equipment
10 V C Clamps	279					Sylvan Lake, Alberta	Fittings & Adaptors	Fluid Management Equipment
10 V C TEE	9					Sylvan Lake, Alberta	Fittings & Adaptors	Fluid Management Equipment
10 V C TEE	5					Sylvan Lake, Alberta	Fittings & Adaptors	Fluid Management Equipment
10 vic X 10 FCAM	1					Sylvan Lake, Alberta	Fittings & Adaptors	Fluid Management Equipment
10 V C x 10 MNPT	1					Sylvan Lake, Alberta	Fittings & Adaptors	Fluid Management Equipment
10 V C x 20' Short Hose Assembly	27					Sylvan Lake, Alberta	Fittings & Adaptors	Fluid Management Equipment
10 V C x FCAM	5					Sylvan Lake, Alberta	Fittings & Adaptors	Fluid Management Equipment
10 V C x FCAM	1					Sylvan Lake, Alberta	Fittings & Adaptors	Fluid Management Equipment
10 V C x F G 200 Thread	2					Sylvan Lake, Alberta	Fittings & Adaptors	Fluid Management Equipment
10 V C x F G 200 Thread	10					Sylvan Lake, Alberta	Fittings & Adaptors	Fluid Management Equipment
10 V C x MCAM	2					Sylvan Lake, Alberta	Fittings & Adaptors	Fluid Management Equipment
10 V C x MCAM	6					Sylvan Lake, Alberta	Fittings & Adaptors	Fluid Management Equipment
10 V C x MNPT	2					Sylvan Lake, Alberta	Fittings & Adaptors	Fluid Management Equipment
10 V C x VIC	2					Sylvan Lake, Alberta	Fittings & Adaptors	Fluid Management Equipment
10 V C x VIC	1					Sylvan Lake, Alberta	Fittings & Adaptors	Fluid Management Equipment
10 V C x 8 VIC	2					Sylvan Lake, Alberta	Fittings & Adaptors	Fluid Management Equipment
10 V C x 8 FCAM	1					Sylvan Lake, Alberta	Fittings & Adaptors	Fluid Management Equipment
10 V C x 8 HF	3					Sylvan Lake, Alberta	Fittings & Adaptors	Fluid Management Equipment
10 V C x 8 MCAM	1					Sylvan Lake, Alberta	Fittings & Adaptors	Fluid Management Equipment
10 V C x 8 VIC	21					Sylvan Lake, Alberta	Fittings & Adaptors	Fluid Management Equipment
10 V C x 8 VIC	12					Sylvan Lake, Alberta	Fittings & Adaptors	Fluid Management Equipment
10 V C Y	51					Sylvan Lake, Alberta	Fittings & Adaptors	Fluid Management Equipment
10 Valve For Pump	2					Sylvan Lake, Alberta	Fittings & Adaptors	Fluid Management Equipment
10 Butterfly Valves	3					Sylvan Lake, Alberta	Fittings & Adaptors	Fluid Management Equipment
10 Butterfly Valve V C	5					Sylvan Lake, Alberta	Fittings & Adaptors	Fluid Management Equipment
10 Butterfly Valve V C	1					Sylvan Lake, Alberta	Fittings & Adaptors	Fluid Management Equipment
12 x 10 Victaulic Reducer	1					Sylvan Lake, Alberta	Fittings & Adaptors	Fluid Management Equipment
12 Quick Victaulic Clamps	32					Sylvan Lake, Alberta	Fittings & Adaptors	Fluid Management Equipment
12 Hose Barb Ends	5					Sylvan Lake, Alberta	Fittings & Adaptors	Fluid Management Equipment
12 Hose Barb Ends	13					Sylvan Lake, Alberta	Fittings & Adaptors	Fluid Management Equipment
12 Cap Unflanged	2					Sylvan Lake, Alberta	Fittings & Adaptors	Fluid Management Equipment
12 Gate Valves	3					Sylvan Lake, Alberta	Fittings & Adaptors	Fluid Management Equipment
12 Flange to Victaulic	1					Sylvan Lake, Alberta	Fittings & Adaptors	Fluid Management Equipment
12 Flange to Victaulic	6					Sylvan Lake, Alberta	Fittings & Adaptors	Fluid Management Equipment
12 Y clastic x MCAM	2					Sylvan Lake, Alberta	Fittings & Adaptors	Fluid Management Equipment
12 150 Flange - 12 VIC	1					Sylvan Lake, Alberta	Fittings & Adaptors	Fluid Management Equipment
12 150 X 8 FCAM	2					Sylvan Lake, Alberta	Fittings & Adaptors	Fluid Management Equipment
12 P G GAP	2					Sylvan Lake, Alberta	Fittings & Adaptors	Fluid Management Equipment
12 V C Clamp	12					Sylvan Lake, Alberta	Fittings & Adaptors	Fluid Management Equipment
12 V C Hose Head Sets	13					Sylvan Lake, Alberta	Fittings & Adaptors	Fluid Management Equipment
12 V C x 10 V C	26					Sylvan Lake, Alberta	Fittings & Adaptors	Fluid Management Equipment
12 V C x 10 V C	28					Sylvan Lake, Alberta	Fittings & Adaptors	Fluid Management Equipment
12 V C x MCAM	1					Sylvan Lake, Alberta	Fittings & Adaptors	Fluid Management Equipment
12 V C x MCAM	2					Sylvan Lake, Alberta	Fittings & Adaptors	Fluid Management Equipment
12 x 8 Flange	2					Sylvan Lake, Alberta	Fittings & Adaptors	Fluid Management Equipment
150 Flange	1					Sylvan Lake, Alberta	Fittings & Adaptors	Fluid Management Equipment
1 150 x 10 HF	1					Sylvan Lake, Alberta	Fittings & Adaptors	Fluid Management Equipment
1 150 x 10 HF	1					Sylvan Lake, Alberta	Fittings & Adaptors	Fluid Management Equipment
Gate Valve - 10	1					Sylvan Lake, Alberta	Fittings & Adaptors	Fluid Management Equipment
Gate Valve - 10	5					Sylvan Lake, Alberta	Fittings & Adaptors	Fluid Management Equipment
Gate Valve - Handle	1					Sylvan Lake, Alberta	Fittings & Adaptors	Fluid Management Equipment
Handle Valve Large	7					Sylvan Lake, Alberta	Fittings & Adaptors	Fluid Management Equipment
Handle Valve Small	3					Sylvan Lake, Alberta	Fittings & Adaptors	Fluid Management Equipment
8 Flanged Y	2					Sylvan Lake, Alberta	Fittings & Adaptors	Fluid Management Equipment
8 Flanged Gate Valve	6					Sylvan Lake, Alberta	Fittings & Adaptors	Fluid Management Equipment
300 PSI 1/2" Air Hose	1					Sylvan Lake, Alberta	Hose And Reels	Fluid Management Equipment
5/8 x 75' Hose	1					Sylvan Lake, Alberta	Hose And Reels	Fluid Management Equipment
5/8 x 10 1/2' Hose	1					Sylvan Lake, Alberta	Hose And Reels	Fluid Management Equipment
1 1/2 x 30' Air Hose	1					Sylvan Lake, Alberta	Hose And Reels	Fluid Management Equipment
2 x 50' Lay Flat Hose	1					Sylvan Lake, Alberta	Hose And Reels	Fluid Management Equipment
2 x 50' Lay Flat Hose	1					Sylvan Lake, Alberta	Hose And Reels	Fluid Management Equipment
3 Back Hose	15					Sylvan Lake, Alberta	Hose And Reels	Fluid Management Equipment
3 Back Hose	1					Sylvan Lake, Alberta	Hose And Reels	Fluid Management Equipment
3 Fire Hose	1					Sylvan Lake, Alberta	Hose And Reels	Fluid Management Equipment
3 Green Hard Hose	1					Sylvan Lake, Alberta	Hose And Reels	Fluid Management Equipment
3 x 50' Lay Flat Hose	3					Sylvan Lake, Alberta	Hose And Reels	Fluid Management Equipment
3 x 20' Green Hard Camlock Suction Hose	17					Sylvan Lake, Alberta	Hose And Reels	Fluid Management Equipment
3 x 20' Hard Suction Hose/Scrubber	21					Sylvan Lake, Alberta	Hose And Reels	Fluid Management Equipment
3 x 10' Hard Suction Hose/Scrubber	3					Sylvan Lake, Alberta	Hose And Reels	Fluid Management Equipment
3 x 5' Hard Hose With Camlock Fittings	1					Sylvan Lake, Alberta	Hose And Reels	Fluid Management Equipment
3 x 20' Black Rubber Suction Hose	1					Sylvan Lake, Alberta	Hose And Reels	Fluid Management Equipment
3 x 30' Hard Hose With Camlock	5					Sylvan Lake, Alberta	Hose And Reels	Fluid Management Equipment
3 x 50' Lay Flat Hose	180					Sylvan Lake, Alberta	Hose And Reels	Fluid Management Equipment
3 x 50' Lay Flat Hose	1					Sylvan Lake, Alberta	Hose And Reels	Fluid Management Equipment
3 x 50' Lay Flat Hose	26					Sylvan Lake, Alberta	Hose And Reels	Fluid Management Equipment
3 x 10' 250' Heat Hose	6					Sylvan Lake, Alberta	Hose And Reels	Fluid Management Equipment
3 x 20' Hard Camlock Suct on Hose	13					Sylvan Lake, Alberta	Hose And Reels	Fluid Management Equipment
6 x 10' Hard Camlock Suct on Hose	10					Sylvan Lake, Alberta	Hose And Reels	Fluid Management Equipment
6 x 20' Hard Camlock Suct on Hose	0					Sylvan Lake, Alberta	Hose And Reels	Fluid Management Equipment
6 x 20' Hard Camlock Suct on Hose	8					Sylvan Lake, Alberta	Hose And Reels	Fluid Management Equipment
6 x 20' Hard Camlock Suct on Hose	16					Sylvan Lake, Alberta	Hose And Reels	Fluid Management Equipment
6 x 20' Hard Camlock Suct on Hose	1					Sylvan Lake, Alberta	Hose And Reels	Fluid Management Equipment
6 x 50' Lay Flat Camlock Hose	126					Sylvan Lake, Alberta	Hose And Reels	Fluid Management Equipment
6 x 50' Duraflex Lay Flat HF Hose With Victaulic	8					Sylvan Lake, Alberta	Hose And Reels	Fluid Management Equipment
8 x 10' Water Hard Suction Hose	8					Sylvan Lake, Alberta	Hose And Reels	Fluid Management Equipment
8 x 20' V clastic Hard Suction Hose	37					Sylvan Lake, Alberta	Hose And Reels	Fluid Management Equipment
8 x 20' Hard Suction Hose With Camlock FI tings	51					Sylvan Lake, Alberta	Hose And Reels	Fluid Management Equipment
8 x 50' Rag Hose	1					Sylvan Lake, Alberta	Hose And Reels	Fluid Management Equipment
8 x 50' Rag Hose	9					Sylvan Lake, Alberta	Hose And Reels	Fluid Management Equipment
8 x 660' Lay Flat Hose	11		211 - 238			Sylvan Lake, Alberta	Hose And Reels	Fluid Management Equipment
8 x 660' Lay Flat Hose	1					Sylvan Lake, Alberta	Hose And Reels	Fluid Management Equipment
8 x 660' Lay Flat Hose	10					Sylvan Lake, Alberta	Hose And Reels	Fluid Management Equipment
8 x 5' Lay Flat Hose	2					Sylvan Lake, Alberta	Hose And Reels	Fluid Management Equipment
8 x 10' Lay Flat Hose	5					Sylvan Lake, Alberta	Hose And Reels	Fluid Management Equipment
8 x 50' Lay Flat Hose	17					Sylvan Lake, Alberta	Hose And Reels	Fluid Management Equipment
8 x 50' Lay Flat Hose	10					Sylvan Lake, Alberta	Hose And Reels	Fluid Management Equipment
10 x 10' Lay Flat Hose	10					Sylvan Lake, Alberta	Hose And Reels	Fluid Management Equipment
10 x 15' Lay Flat Hose	1					Sylvan Lake, Alberta	Hose And Reels	Fluid Management Equipment
10 x 20' Lay Flat Hose	21					Sylvan Lake, Alberta	Hose And Reels	Fluid Management Equipment
10 x 30' Lay Flat Hose	3					Sylvan Lake, Alberta	Hose And Reels	Fluid Management Equipment
10 x 30' Lay Flat Hose	2					Sylvan Lake, Alberta	Hose And Reels	Fluid Management Equipment
10 x 50' Lay Flat Hose	10					Sylvan Lake, Alberta	Hose And Reels	Fluid Management Equipment
10 x 660' Lay Flat Hose	158					Sylvan Lake, Alberta	Hose And Reels	Fluid Management Equipment
10 x 660' Lay Flat Hose	7					Sylvan Lake, Alberta	Hose And Reels	Fluid Management Equipment
10 x 660' Lay Flat Hose	86					Sylvan Lake, Alberta	Hose And Reels	Fluid Management Equipment
98 Hose Reels 10 Lay Flat Hose Reels	158					Sylvan Lake, Alberta	Hose And Reels	Fluid Management Equipment
98 Hose Reels 10 Lay Flat Hose Reels	12					Sylvan Lake, Alberta	Hose And Reels	Fluid Management Equipment
80 Hose Reels 8 Lay Flat Hose Reels	1					Sylvan Lake, Alberta	Hose And Reels	Fluid Management Equipment
Bazooka Reels	5					Sylvan Lake, Alberta	Hose And Reels	Fluid Management Equipment
Bazooka Reels with layflat hose	1					Sylvan Lake, Alberta	Hose And Reels	Fluid Management Equipment
12 x 660' Lay Flat High Pressure Hose c/w Victaulic Ends	20					Sylvan Lake, Alberta	Hose And Reels	Fluid Management Equipment
Hydraulic Hose Reels for 12 Lay Flat Hose	20					Sylvan Lake, Alberta	Hose And Reels	Fluid Management Equipment
Hydraulic Powered Hose Deployers	1					Sylvan Lake, Alberta	Hose And Reels	Fluid Management Equipment
Hydraulic Powered Hose Deployers	1					Sylvan Lake, Alberta	Hose And Reels	Fluid Management Equipment
Hydraulic Powered Hose Deployers	1					Sylvan Lake, Alberta	Hose And Reels	Fluid Management Equipment
Hydraulic Powered Hose Deployers	2					Sylvan Lake, Alberta	Hose And Reels	Fluid Management Equipment
Trash Pumps 3	3					Sylvan Lake, Alberta	Hose And Reels	Fluid Management Equipment
Air Compressors 2 Gallon (New 2021)	1	2021				Sylvan Lake, Alberta	Hose And Reels	Fluid Management Equipment
10 x 660' Lay Flat Hose	5					Sylvan Lake, Alberta	Hose And Reels	Fluid Management Equipment
10 x 660' Lay Flat Hose	10					Fort St. John, British Columbia	Hose And Reels	Fluid Management Equipment
98 Hose Reels 10 Lay Flat Hose Reels	10					Fort St. John, British Columbia	Hose And Reels	Fluid Management Equipment
98 Hose Reels 10 Lay Flat Hose Reels	190					Sylvan Lake, Alberta	Hose And Reels	Fluid Management Equipment
Submersible Pump Float Screen	1					Sylvan Lake, Alberta	Miscellaneous Equipment	Fluid Management Equipment
High Pressure Air Compressor Hose	3					Sylvan Lake, Alberta	Miscellaneous Equipment	Fluid Management Equipment
VFD 1 Apex Variable Frequency Drive 125 HP 80V	1					Sylvan Lake, Alberta	Miscellaneous Equipment	Fluid Management Equipment
VFD 2 Apex Variable Frequency Drive 125 HP 80V	1					Sylvan Lake, Alberta	Miscellaneous Equipment	Fluid Management Equipment
VFD 1 power cord	1					Sylvan Lake, Alberta	Miscellaneous Equipment	Fluid Management Equipment
VFD 2 power cord	1					Sylvan Lake, Alberta	Miscellaneous Equipment	Fluid Management Equipment
VFD 1 control box	1					Sylvan Lake, Alberta	Miscellaneous Equipment	Fluid Management Equipment
VFD 2 control box	1					Sylvan Lake, Alberta	Miscellaneous Equipment	Fluid Management Equipment
VFD extension cord	1					Sylvan Lake, Alberta	Miscellaneous Equipment	Fluid Management Equipment
SS 1 Soft Start Control Panel	1					Sylvan Lake, Alberta	Miscellaneous Equipment	Fluid Management Equipment
SS 2 Soft Start Control Panel	1					Sylvan Lake, Alberta	Miscellaneous Equipment	Fluid Management Equipment
FS-01 2018 Fusion GTI Bi-Fuel Inc. Bi-Fuel Complete System	1	2018				Sylvan Lake, Alberta	Miscellaneous Equipment	Fluid Management Equipment
FS-02 2018 Fusion GTI Bi-Fuel Inc. Bi-Fuel Complete System	1	2018				Sylvan Lake, Alberta	Miscellaneous Equipment	Fluid Management Equipment
FS-03 2018 Fusion GTI Bi-Fuel Inc. Bi-Fuel Complete System	1	2018				Sylvan Lake, Alberta	Miscellaneous Equipment	Fluid Management Equipment
FS-0 2018 Fusion GTI Bi-Fuel Inc. Bi-Fuel Complete System	1	2018				Sylvan Lake, Alberta	Miscellaneous Equipment	Fluid Management Equipment
FS-06 2018 Fusion GTI Bi-Fuel Inc. Bi-Fuel Complete System	1	2018				Sylvan Lake, Alberta	Miscellaneous Equipment	Fluid Management Equipment
Unit HT-1 Frost F ghter IDF350 Portable Heater	1					Sylvan Lake, Alberta	Miscellaneous Equipment	Fluid Management Equipment
Unit HT-3 Frost F ghter IDF350 Portable Heater	1					Sylvan Lake, Alberta	Miscellaneous Equipment	Fluid Management Equipment

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**BIG BEAR ENERGY RENTALS L.TD.  
FLUID MANAGEMENT EQUIPMENT LISTING**

Asset Description	Quantity	Year	Serial Number	Kilometres	Hours	Current Location	Asset Subgroup	Asset Group
Unit HT-5 Frost Fighter DF350 2-Duct Portable Heater	1					Sylvan Lake, Alberta	Miscellaneous Equipment	Fluid Management Equipment
Unit HT-6 Frost Fighter DF350 2-Duct Portable Heater	1					Sylvan Lake, Alberta	Miscellaneous Equipment	Fluid Management Equipment
Unit HT-7 Frost Fighter DF350 2-Duct Portable Heater	1					Sylvan Lake, Alberta	Miscellaneous Equipment	Fluid Management Equipment
Unit HT-8 Frost Fighter DF350 2-Duct Portable Heater	1					Sylvan Lake, Alberta	Miscellaneous Equipment	Fluid Management Equipment
Unit HT-9 Frost Fighter DF350 2-Duct Portable Heater	1					Sylvan Lake, Alberta	Miscellaneous Equipment	Fluid Management Equipment
Unit HT-11 Frost Fighter DF350 2-Duct Portable Heater	1					Sylvan Lake, Alberta	Miscellaneous Equipment	Fluid Management Equipment
Unit HT-12 Frost Fighter DF350 2-Duct Portable Heater	1					Sylvan Lake, Alberta	Miscellaneous Equipment	Fluid Management Equipment
Unit HT-16 Frost Fighter DF350 Portable Heater s/n: 68386	1	2013	363215			Sylvan Lake, Alberta	Miscellaneous Equipment	Fluid Management Equipment
2013 Frost Fighter DF350 Portable Heaters s/n: 363217	1	2013	363217			Sylvan Lake, Alberta	Miscellaneous Equipment	Fluid Management Equipment
201 Frost Fighter DF350 Portable Heater s/n: 68386	1	2013	68386			Sylvan Lake, Alberta	Miscellaneous Equipment	Fluid Management Equipment
Unit HT-18 2015 Frost Fighter DF350 Portable Heater	1	2015				Sylvan Lake, Alberta	Miscellaneous Equipment	Fluid Management Equipment
Unit HT-19 2015 Frost Fighter DF350 Portable Heater	1	2015				Sylvan Lake, Alberta	Miscellaneous Equipment	Fluid Management Equipment
Unit HT-2 2015 Frost Fighter DF350 Portable Heater	1	2015				Sylvan Lake, Alberta	Miscellaneous Equipment	Fluid Management Equipment
Unit HT-23 Frost Fighter DF350 Portable Heater s/n: 11080003	1		11080003			Sylvan Lake, Alberta	Miscellaneous Equipment	Fluid Management Equipment
Unit HT-26 2013 Frost Fighter DF350 Portable Heater s/n: 120136 169	1	2013	120136 169			Sylvan Lake, Alberta	Miscellaneous Equipment	Fluid Management Equipment
Unit HT-27 2013 Frost Fighter DF350 Portable Heater With 2 Heater Socks	1	2013				Sylvan Lake, Alberta	Miscellaneous Equipment	Fluid Management Equipment
Unit HT-28 2013 Frost Fighter DF350 Portable Heater With 2 Heater Socks	1	2013				Sylvan Lake, Alberta	Miscellaneous Equipment	Fluid Management Equipment
Unit HT-29 2013 Frost Fighter DF350 Portable Heater With 2 Heater Socks	1	2013				Sylvan Lake, Alberta	Miscellaneous Equipment	Fluid Management Equipment
Unit HT-30 2013 Frost Fighter DF350 Portable Heater With 2 Heater Socks	1	2013				Sylvan Lake, Alberta	Miscellaneous Equipment	Fluid Management Equipment
Unit HT-31 2013 Frost Fighter DF350 Portable Heater With 2 Heater Socks	1	2013				Sylvan Lake, Alberta	Miscellaneous Equipment	Fluid Management Equipment
Unit HT-32 2012 Frost Fighter DF350 Portable Heater With 2 Heater Socks	1	2012				Sylvan Lake, Alberta	Miscellaneous Equipment	Fluid Management Equipment
Unit HT-33 2012 Frost Fighter DF350 Portable Heater With 2 Heater Socks	1	2012				Sylvan Lake, Alberta	Miscellaneous Equipment	Fluid Management Equipment
Frost Fighter Socks	1					Sylvan Lake, Alberta	Miscellaneous Equipment	Fluid Management Equipment
Frost Fighter Socks	51					Sylvan Lake, Alberta	Miscellaneous Equipment	Fluid Management Equipment
2009 Out wading 100BBL tank s/n: 333	1		333			Sylvan Lake, Alberta	Miscellaneous Equipment	Fluid Management Equipment
Skid Moun ed 00BBL Tank With Updated Piping And Newer Paint	1					Sylvan Lake, Alberta	Miscellaneous Equipment	Fluid Management Equipment
2006 Northern Steel Skidded 2.987L Tank & Pump	1					Sylvan Lake, Alberta	Miscellaneous Equipment	Fluid Management Equipment
2 - Shipping Container 0 5IN CEULU 202018 & GVXU1010351	2		CEULU 202018 & GVXU1010351			Sylvan Lake, Alberta	Miscellaneous Equipment	Fluid Management Equipment
5 - Shipping Containers 20	5					Sylvan Lake, Alberta	Miscellaneous Equipment	Fluid Management Equipment
Hydraulic Powered Hose Deployers	1					Fort St. John, Br itish Columbia	Miscellaneous Equipment	Fluid Management Equipment
Package of Amber Magnetic Lights	1					Sylvan Lake, Alberta	Miscellaneous Equipment	Fluid Management Equipment
Package of 1 x 20 Propane Assembly Line Hoses	1					Sylvan Lake, Alberta	Miscellaneous Equipment	Fluid Management Equipment
Package of 1 x 50 Propane Assembly Line Hoses	1					Sylvan Lake, Alberta	Miscellaneous Equipment	Fluid Management Equipment
3 Transfer Pump	1					Sylvan Lake, Alberta	Miscellaneous Equipment	Fluid Management Equipment
clamp racks	1					Sylvan Lake, Alberta	Miscellaneous Equipment	Fluid Management Equipment
Men Working s on	1					Sylvan Lake, Alberta	Miscellaneous Equipment	Fluid Management Equipment
S on stand	1					Sylvan Lake, Alberta	Miscellaneous Equipment	Fluid Management Equipment
B & Bear sign	1					Sylvan Lake, Alberta	Miscellaneous Equipment	Fluid Management Equipment
Traffic Sign Ho der	18					Sylvan Lake, Alberta	Miscellaneous Equipment	Fluid Management Equipment
Tarps	11					Sylvan Lake, Alberta	Miscellaneous Equipment	Fluid Management Equipment
12 Y body	2					Sylvan Lake, Alberta	Miscellaneous Equipment	Fluid Management Equipment
Skid Steer clean up bucket	1					Sylvan Lake, Alberta	Miscellaneous Equipment	Fluid Management Equipment
Skid Steer hitch a tachment	1					Sylvan Lake, Alberta	Miscellaneous Equipment	Fluid Management Equipment
Culvert poles	1					Sylvan Lake, Alberta	Miscellaneous Equipment	Fluid Management Equipment
Tote box containing: 2 x 10 Y, 2 x heater socks, 20 x ground rods	1					Sylvan Lake, Alberta	Miscellaneous Equipment	Fluid Management Equipment
T per torch	1					Sylvan Lake, Alberta	Miscellaneous Equipment	Fluid Management Equipment
HT waders	2					Sylvan Lake, Alberta	Miscellaneous Equipment	Fluid Management Equipment
lay at hose	1					Sylvan Lake, Alberta	Miscellaneous Equipment	Fluid Management Equipment
Skid Steer bucket	2					Sylvan Lake, Alberta	Miscellaneous Equipment	Fluid Management Equipment
Skid Steer Forks	1					Sylvan Lake, Alberta	Miscellaneous Equipment	Fluid Management Equipment
Skid Steer Hitch At Attachments	2					Sylvan Lake, Alberta	Miscellaneous Equipment	Fluid Management Equipment
10 Spoolers	3					Sylvan Lake, Alberta	Miscellaneous Equipment	Fluid Management Equipment
Skid Steer Hitch Attachment	3					Sylvan Lake, Alberta	Miscellaneous Equipment	Fluid Management Equipment
8 Suction Hose	6					Sylvan Lake, Alberta	Miscellaneous Equipment	Fluid Management Equipment
Heater socks						Sylvan Lake, Alberta	Miscellaneous Equipment	Fluid Management Equipment
Phones	3					Sylvan Lake, Alberta	Miscellaneous Equipment	Fluid Management Equipment
Gas powered ice auger	1					Sylvan Lake, Alberta	Miscellaneous Equipment	Fluid Management Equipment
battery powered ice augers	2					Sylvan Lake, Alberta	Miscellaneous Equipment	Fluid Management Equipment
2 chainaw	1					Sylvan Lake, Alberta	Miscellaneous Equipment	Fluid Management Equipment
Fire Extinguishers	17					Sylvan Lake, Alberta	Miscellaneous Equipment	Fluid Management Equipment
Heater socks	17					Sylvan Lake, Alberta	Miscellaneous Equipment	Fluid Management Equipment
life jackets						Sylvan Lake, Alberta	Miscellaneous Equipment	Fluid Management Equipment
life preservers	3					Sylvan Lake, Alberta	Miscellaneous Equipment	Fluid Management Equipment
hose floats	1					Sylvan Lake, Alberta	Miscellaneous Equipment	Fluid Management Equipment
step ladder	1					Sylvan Lake, Alberta	Miscellaneous Equipment	Fluid Management Equipment
propane tanks	2					Sylvan Lake, Alberta	Miscellaneous Equipment	Fluid Management Equipment
Unit # SH 06 2015 Dynamac 0 BM BTU Frac Water Heater Skid	1	2018				Sylvan Lake, Alberta	Super Heaters	Fluid Management Equipment
Unit # SH 10 2011 Rush Overland 35M Trai ered Fluid Heater	1	2011	129343530B1258358			Sylvan Lake, Alberta	Super Heaters	Fluid Management Equipment
Unit # SH 18T 2006 Energy Fabrication 30M Frac Fluid Heater Trailer	1	2006	11T53309610810 3			Sylvan Lake, Alberta	Super Heaters	Fluid Management Equipment
Unit # SH 19 2015 Dynamac Industries 3 M Frac Fluid Heater Trailer	1	2015	2LD503331H E059192			Sylvan Lake, Alberta	Super Heaters	Fluid Management Equipment
Unit # TP 1201 Magnum MTG55 STD Trash Pump	1	2010	5AUGS111BB002153			Sylvan Lake, Alberta	Water Pumps	Fluid Management Equipment
Unit # TP 2011 Magnum MTG55 STD Trash Pump	1	2011	5AUGS111BB003065		3,908	Sylvan Lake, Alberta	Water Pumps	Fluid Management Equipment
Unit # TPS 2011 Magnum MTG55/STD Trash Pump	1	2011	5AUGS111BB000971		3,306	Sylvan Lake, Alberta	Water Pumps	Fluid Management Equipment
Unit # TP11/6 2011 Magnum 6 Dual Trash Pump Trailered	1	2011	5AUGS161078000710		un 111, 5107	Sylvan Lake, Alberta	Water Pumps	Fluid Management Equipment
Unit # TP19 2013 John Deere 225HP Diesel & Pioneer 8 x6 Trash Pump	1	2013	1P9PTKD27DC62208		5.8 6	Sylvan Lake, Alberta	Water Pumps	Fluid Management Equipment
Unit # TP26 2013 John Deere 225HP Diesel & Pioneer 8 x6 Trash Pump	1	2013	1P9PTKD27DC62229		699	Sylvan Lake, Alberta	Water Pumps	Fluid Management Equipment
Unit # TP27 2011 Dragon Pump 500HP & 10 x8 Trash Pump	1	2011	1UNSF1 24E4121692			Sylvan Lake, Alberta	Water Pumps	Fluid Management Equipment
Unit # TP28 2010 10 x8 Trash Pump John Deere 9.0L Diesel With Trailer	1	2010	1P98T1922AV591120			Sylvan Lake, Alberta	Water Pumps	Fluid Management Equipment
Unit # TP29 2010 10 x8 Trash Pump John Deere 9.0L Diesel With Trailer	1	2010	1P9PTLD28AC62290			Sylvan Lake, Alberta	Water Pumps	Fluid Management Equipment
Unit # TP31 2008 Skidded John Deere 600HP & Pioneer 8 x6 Trash Pump	1	2009	1UNPTK0299B162009		15,500	Sylvan Lake, Alberta	Water Pumps	Fluid Management Equipment
Unit # TP32 2008 Skidded Cat 1 C18 600HP & Pioneer 8 x6 Trash Pump	1	2009				Sylvan Lake, Alberta	Water Pumps	Fluid Management Equipment
Unit # TP33 2009 Skidded John Deere 600HP & Pioneer 8 x6 Trash Pump	1	2009			8,015	Sylvan Lake, Alberta	Water Pumps	Fluid Management Equipment
Unit # TP3 10HP Electric Pump With Floats & Frame	1					Sylvan Lake, Alberta	Water Pumps	Fluid Management Equipment
Unit # TP05 2012 Detroit 605 25HP 10 x8 Trash Pump Skid	1	2012			2,72	Sylvan Lake, Alberta	Water Pumps	Fluid Management Equipment
Unit # TP36 2012 Detroit 605 25HP 10 x8 Trash Pump Skid	1	2012			2,595	Sylvan Lake, Alberta	Water Pumps	Fluid Management Equipment
Unit # TP37 2012 Detroit 605 25HP 10 x8 Trash Pump Skid	1	2012			212	Sylvan Lake, Alberta	Water Pumps	Fluid Management Equipment
Unit # TP39 Goodwin 6 x6 Diesel Water Pump	1				25	Sylvan Lake, Alberta	Water Pumps	Fluid Management Equipment
Unit # TP 0 2011 John Deere 8.1L & Pioneer 10 x8 Trailered Trash Pump	1	2007	2R9TP0228H170900		5,686	Sylvan Lake, Alberta	Water Pumps	Fluid Management Equipment
Unit # TP 1 2011 John Deere 8.1L & Pioneer 10 x8 Trailered Trash Pump	1	2007	2R9TP0223H1709010		5,322	Sylvan Lake, Alberta	Water Pumps	Fluid Management Equipment
Unit # TP 2 2011 John Deere 8.1L & Pioneer 10 x8 Trailered Trash Pump	1	2007	2R9TP0225H1709008			Sylvan Lake, Alberta	Water Pumps	Fluid Management Equipment
Unit # TP 3 2011 John Deere 8.1L & Pioneer 10 x8 Trailered Trash Pump	1	2007	2R9TP0224H1709012		7, 31	Sylvan Lake, Alberta	Water Pumps	Fluid Management Equipment
Unit # TP 4 2011 John Deere 9.0L & Pioneer 10 x8 Trailered Trash Pump	1	2007	2R9TP0225H1709007			Sylvan Lake, Alberta	Water Pumps	Fluid Management Equipment
Unit # TP 5 2011 John Deere 9.0L & Pioneer 10 x8 Trailered Trash Pump	1	2007	2R9TP0220H1709005			Sylvan Lake, Alberta	Water Pumps	Fluid Management Equipment
Unit # TP 6 2011 John Deere 9.0L & Pioneer 10 x8 Trailered Trash Pump	1	2007	2R9TP0228H1709003			Sylvan Lake, Alberta	Water Pumps	Fluid Management Equipment
Unit # TP 7 2011 John Deere 8.1L & Pioneer 10 x8 Trailered Trash Pump	1	2007	2R9TP022 7H709002		6,227	Sylvan Lake, Alberta	Water Pumps	Fluid Management Equipment
Unit # TP 8 2011 John Deere 8.1L & Pioneer 10 x8 Trailered Trash Pump	1	2007	2R9TP0225H1709009			Sylvan Lake, Alberta	Water Pumps	Fluid Management Equipment
Unit # TP 9 2011 John Deere 8.1L & Pioneer 10 x8 Trailered Trash Pump	1	2007	2R9TP0221H1709006			Sylvan Lake, Alberta	Water Pumps	Fluid Management Equipment
Unit # TP 50 2011 John Deere 6.8L & Pioneer 10 x8 Trailered Trash Pump	1	2007	2R9TP0202H170901		1,000	Sylvan Lake, Alberta	Water Pumps	Fluid Management Equipment
Unit # TP 51 2011 John Deere 6.8L & Pioneer 10 x8 Trailered Trash Pump	1	2007	2R9TP0221H1709011			Sylvan Lake, Alberta	Water Pumps	Fluid Management Equipment
Unit # TP 52 2011 John Deere 9.0L & Pioneer 10 x8 Trailered Trash Pump	1	2007	2R9TP0227H1709013			Sylvan Lake, Alberta	Water Pumps	Fluid Management Equipment
Unit # TP 53 2011 John Deere 8.1L & Pioneer 10 x8 Trailered Trash Pump	1	2007	2R9TP0222H1709015			Sylvan Lake, Alberta	Water Pumps	Fluid Management Equipment
Unit # TP5 2013 JD 500HP & 10 x8 Pioneer Trailered Trash Pump	1	2013	1UNSF182JA122737		5,000	Sylvan Lake, Alberta	Water Pumps	Fluid Management Equipment
Unit # TP56 2018 Dragon JD 500HP & 10 x8 Trai ered Trash Pump	1	2018	1UNSF182JA122 30		3,600	Sylvan Lake, Alberta	Water Pumps	Fluid Management Equipment
Unit # TP57 2018 Dragon JD 500HP & 10 x8 Trai ered Trash Pump	1	2018	1UNSF182JA122 75			Sylvan Lake, Alberta	Water Pumps	Fluid Management Equipment
Unit # TP58 2018 Dragon JD 500HP & 10 x8 Trai ered Trash Pump	1	2018	1UNSF182JA122736			Sylvan Lake, Alberta	Water Pumps	Fluid Management Equipment
Unit # TP59 2018 Dragon JD 500HP & 10 x8 Trai ered Trash Pump	1	2018	1UNSF182JA122739		5, 32	Sylvan Lake, Alberta	Water Pumps	Fluid Management Equipment
Unit # TP60 2018 Dragon JD 500HP Bi-Fuel & 10 x8 Trash Pump	1	2018	1UNSF182JA122660		6,996	Sylvan Lake, Alberta	Water Pumps	Fluid Management Equipment
Unit # TP61 2018 Dragon JD 500HP Bi-Fuel & 10 x8 Trailered Pump	1	2018	1UNSF182JA1227 0			Sylvan Lake, Alberta	Water Pumps	Fluid Management Equipment
Unit # TP62 2018 Dragon JD 500HP Bi-Fuel & 10 x8 Trailered Pump	1	2018	1UNSF182JA122 28			Sylvan Lake, Alberta	Water Pumps	Fluid Management Equipment
Unit # TP63 2019 Dragon JD 500HP & 10 x8 Trai ered Trash Pump	1	2018	1UNSF1829KA122676			Sylvan Lake, Alberta	Water Pumps	Fluid Management Equipment
Unit TP3 Enggs & Stratton 5.5HP Gas Engine Drives The Pacer Pump	1					Sylvan Lake, Alberta	Water Pumps	Fluid Management Equipment
Unit TP65 2017 Mody G1006T Submersible 58HP Pump S/N: D12118	1	2017	D12118			Sylvan Lake, Alberta	Water Pumps	Fluid Management Equipment
Unit TP66 2017 Mody G1006T Submersible 58HP Pump S/N: D160 15	1	2017	D160 15			Sylvan Lake, Alberta	Water Pumps	Fluid Management Equipment
Unit TP67 2017 Mody G1006T Submersible 58HP Pump S/N: D160051	1	2017	D160051			Sylvan Lake, Alberta	Water Pumps	Fluid Management Equipment
Unit TP68 2017 Mody G1006T Submersible 58HP Pump S/N: D160997	1	2017	D160997			Sylvan Lake, Alberta	Water Pumps	Fluid Management Equipment
Unit TP69 2017 Mody G1006T Submersible 58HP Pump S/N: D160987	1	2017	D160987			Sylvan Lake, Alberta	Water Pumps	Fluid Management Equipment
Unit TP70 2017 Mody G1006T Submersible 58HP Pump S/N: D160 16	1	2017	D160 16			Sylvan Lake, Alberta	Water Pumps	Fluid Management Equipment
Unit 71 201 Goodwin 6 x6 Diesel Water Pump	1	201	16MPF051ED0695 8		2,177	Sylvan Lake, Alberta	Water Pumps	Fluid Management Equipment
Unit 72 201 Goodwin 6 x6 Diesel Water Pump	1	201	16MPF051ED069718		3,208	Sylvan Lake, Alberta	Water Pumps	Fluid Management Equipment
Unit 73 201 Goodwin 6 x6 Diesel Water Pump	1	201	16MPF051ED06965			Sylvan Lake, Alberta	Water Pumps	Fluid Management Equipment
Unit 7 Cat 3 06 Diesel 8 x6 Trash Pump	1	2017	2A1H0236HU113519		1,818	Sylvan Lake, Alberta	Water Pumps	Fluid Management Equipment
Unit 75 Cat 3 06 Diesel 8 x6 Trash Pump	1	2017	2A1H10236HU113505		1, 05	Sylvan Lake, Alberta	Water Pumps	Fluid Management Equipment
Unit 76 Cat 3 06 Diesel 8 x6 Trash Pump	1	2017	2A1H1023 7HU113501		1,831	Sylvan Lake, Alberta	Water Pumps	Fluid Management Equipment
Unit TP83 2006 Gorman Rupp Trailer Trash Pump	1	2006			3,835	Sylvan Lake, Alberta	Water Pumps	Fluid Management Equipment
Unit								

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**BIG BEAR ENERGY RENTALS LTD.  
FLUID MANAGEMENT EQUIPMENT LISTING**

Asset Description	Quantity	Year	Serial Number	Kilometres	Hours	Current Location	Asset Subgroup	Asset Group
Drive Over Ramp 12' For 10 Hose	1					Sylvan Lake, Alberta	Water Transfer & Crossover Equipment	Fluid Management Equipment
Drive Over Ramps 16' For 10 Hose	11					Sylvan Lake, Alberta	Water Transfer & Crossover Equipment	Fluid Management Equipment
Drive Over HD 16' Ramp For 10 Hose	2					Sylvan Lake, Alberta	Water Transfer & Crossover Equipment	Fluid Management Equipment
30' Drive Over Ramp	2					Sylvan Lake, Alberta	Water Transfer & Crossover Equipment	Fluid Management Equipment
30' Drive Over Ramp	1					Sylvan Lake, Alberta	Water Transfer & Crossover Equipment	Fluid Management Equipment
Ht Flo. Flow Meters	1					Sylvan Lake, Alberta	Water Transfer & Crossover Equipment	Fluid Management Equipment
Flow Meter	1					Sylvan Lake, Alberta	Water Transfer & Crossover Equipment	Fluid Management Equipment
Aluminum Man Adaptor X FNPT	1					Sylvan Lake, Alberta	Water Transfer & Crossover Equipment	Fluid Management Equipment
Aluminum Dust Caps	10					Sylvan Lake, Alberta	Water Transfer & Crossover Equipment	Fluid Management Equipment
6 Flow Meters	1					Sylvan Lake, Alberta	Water Transfer & Crossover Equipment	Fluid Management Equipment
8 Ht Flo. Flow Meters	1					Sylvan Lake, Alberta	Water Transfer & Crossover Equipment	Fluid Management Equipment
8 Flow Meter	1					Sylvan Lake, Alberta	Water Transfer & Crossover Equipment	Fluid Management Equipment
10 Flow Meter	6					Sylvan Lake, Alberta	Water Transfer & Crossover Equipment	Fluid Management Equipment
10 Flow Meter	1					Sylvan Lake, Alberta	Water Transfer & Crossover Equipment	Fluid Management Equipment
Flow Meter Stands	2					Sylvan Lake, Alberta	Water Transfer & Crossover Equipment	Fluid Management Equipment
8 P g Launcher	3					Sylvan Lake, Alberta	Water Transfer & Crossover Equipment	Fluid Management Equipment
10 P g Launcher	3					Sylvan Lake, Alberta	Water Transfer & Crossover Equipment	Fluid Management Equipment
10 P g Catchers	6					Sylvan Lake, Alberta	Water Transfer & Crossover Equipment	Fluid Management Equipment
Bridge Hangers 10	10					Sylvan Lake, Alberta	Water Transfer & Crossover Equipment	Fluid Management Equipment
Pump Containment	6					Sylvan Lake, Alberta	Water Transfer & Crossover Equipment	Fluid Management Equipment
Pump Containment	17					Sylvan Lake, Alberta	Water Transfer & Crossover Equipment	Fluid Management Equipment
Pump Containment	9					Sylvan Lake, Alberta	Water Transfer & Crossover Equipment	Fluid Management Equipment
8x16' pump containment trays	12					Sylvan Lake, Alberta	Water Transfer & Crossover Equipment	Fluid Management Equipment
Candy Cane	2					Sylvan Lake, Alberta	Water Transfer & Crossover Equipment	Fluid Management Equipment
Candy Cane	5					Sylvan Lake, Alberta	Water Transfer & Crossover Equipment	Fluid Management Equipment
8 Candy Cane	2					Sylvan Lake, Alberta	Water Transfer & Crossover Equipment	Fluid Management Equipment
10 Candy Cane	2					Sylvan Lake, Alberta	Water Transfer & Crossover Equipment	Fluid Management Equipment
Containment Bracket	236					Sylvan Lake, Alberta	Water Transfer & Crossover Equipment	Fluid Management Equipment
Containment Stairs	1					Sylvan Lake, Alberta	Water Transfer & Crossover Equipment	Fluid Management Equipment
Pod Filter 10 Micron	165					Sylvan Lake, Alberta	Water Transfer & Crossover Equipment	Fluid Management Equipment
Pod Filter 25 Micron	3 0					Sylvan Lake, Alberta	Water Transfer & Crossover Equipment	Fluid Management Equipment
Pod Filter 50 Micron	1200					Sylvan Lake, Alberta	Water Transfer & Crossover Equipment	Fluid Management Equipment
Pod Filter 100 Micron	260					Sylvan Lake, Alberta	Water Transfer & Crossover Equipment	Fluid Management Equipment
Pod Filter 100 Micron	120					Sylvan Lake, Alberta	Water Transfer & Crossover Equipment	Fluid Management Equipment
Pod Filter 200 Micron	50					Sylvan Lake, Alberta	Water Transfer & Crossover Equipment	Fluid Management Equipment
Pod Filter 200 Micron	130					Sylvan Lake, Alberta	Water Transfer & Crossover Equipment	Fluid Management Equipment
Pod Filter 00 Micron	80					Sylvan Lake, Alberta	Water Transfer & Crossover Equipment	Fluid Management Equipment
Pod Filter 00 Micron	20					Sylvan Lake, Alberta	Water Transfer & Crossover Equipment	Fluid Management Equipment
FM Controller	6					Sylvan Lake, Alberta	Water Transfer & Crossover Equipment	Fluid Management Equipment
Line Clamp (Pinch Hose)	9					Sylvan Lake, Alberta	Water Transfer & Crossover Equipment	Fluid Management Equipment
8 River Screen	1					Sylvan Lake, Alberta	Water Transfer & Crossover Equipment	Fluid Management Equipment
8 River Screen	3					Sylvan Lake, Alberta	Water Transfer & Crossover Equipment	Fluid Management Equipment

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**BIG BEAR ENERGY RENTALS LTD.  
LIGHT & HEAVY EQUIPMENT LISTING**

Asset Description	Quantity	Year	Serial Number	Kilometres	Hours	Current Location	Asset Subgroup	Asset Group
Unit # 2006 Western Star Tandem Tractor Truck	1	2006	SKJALCK9P6V 1 9	553.67		Sylvan Lake, Alberta	Other Equipment	Light & Heavy Equipment
Unit # 05 2006 Peterbilt 378 Tandem Tractor Truck	1	2006	1XPFD00036N6628 1	2 3.673		Sylvan Lake, Alberta	Other Equipment	Light & Heavy Equipment
Unit # 600 2007 Yamaha Rhino Side By Side ATV	1	2007	5Y AM08W97A301105	2.91	727	Sylvan Lake, Alberta	Other Equipment	Light & Heavy Equipment
Unit # 603 2012 John Deere 3330 Skid Steer Loader	1	2012	1T033BK3TC0227 11			Sylvan Lake, Alberta	Other Equipment	Light & Heavy Equipment
Unit # 601 1997 Bombardier Puma Snow Cat With Snow Blade	1	1997	87097029		13.0 1	Sylvan Lake, Alberta	Other Equipment	Light & Heavy Equipment
Unit # 605 2010 Argo Avenger 750 EFI 8x8 All-Terrain Vehicle	1	2010	2DGLS0BT2ANH29381			Sylvan Lake, Alberta	Other Equipment	Light & Heavy Equipment
Unit # 807 201 John Deere 333E Skid Steer Loader	1	201	1T033BK3PCE25 02			Sylvan Lake, Alberta	Other Equipment	Light & Heavy Equipment
Unit # 608 2010 John Deere 3320 Skid Steer Loader	1	2010	1T03302086			Sylvan Lake, Alberta	Other Equipment	Light & Heavy Equipment
Unit # 609 2010 Argo Avenger 750 EFI 8x8 W th Cab	1	2010	2DGLS0BT2ANH29381	5.322		Sylvan Lake, Alberta	Other Equipment	Light & Heavy Equipment
Unit # 611 Hyster 15,000 lb Lift Capacity A1 Terrain Forklift	1					Sylvan Lake, Alberta	Other Equipment	Light & Heavy Equipment
Unit # 612 1989 Toyota 2-5FG15 Forklift	1	1989			9.065	Sylvan Lake, Alberta	Other Equipment	Light & Heavy Equipment
Unit # 613 2015 John Deere 333E Skid Steer Loader	1	2015	1T033BK3PCE25062			Sylvan Lake, Alberta	Other Equipment	Light & Heavy Equipment
Unit # 61 201 John Deere 333E Skid Steer Loader	1	201	1T033BK3PCE25062		6.117	Sylvan Lake, Alberta	Other Equipment	Light & Heavy Equipment
Unit # 615 2015 John Deere 333E Skid Steer Loader	1	2015	1T033BK3PCE25062			Sylvan Lake, Alberta	Other Equipment	Light & Heavy Equipment
Unit # 616 2012 John Deere 333E Skid Steer Loader	1	2012	1D1W52 K2L08 767		7.6 8	Sylvan Lake, Alberta	Other Equipment	Light & Heavy Equipment
Unit # 617 2017 Polaris RGR XP 1000 EPS Mud Side By Side ATV	1	2017	XARTM96H955978			Sylvan Lake, Alberta	Other Equipment	Light & Heavy Equipment
Unit # 618 2017 Polaris RGR XP 1000 EPS Mud Side By Side ATV	1	2017	XARTM96H955978	323		Sylvan Lake, Alberta	Other Equipment	Light & Heavy Equipment
Unit # 619 2017 Polaris RGR XP 1000 Mud Side By Side ATV	1	2017	3NSVM96H955978	37	282	Sylvan Lake, Alberta	Other Equipment	Light & Heavy Equipment
Unit # 620 2010 John Deere 333E Skid Steer Loader	1	2010	1R10NUS820000002		2.283	Sylvan Lake, Alberta	Other Equipment	Light & Heavy Equipment
Unit # 621 2010 John Deere 333E Skid Steer Loader	1	2010	1R10NUS820000002		2.755	Sylvan Lake, Alberta	Other Equipment	Light & Heavy Equipment
Unit # 622 2018 MuDa-Ox VEN30 8x8 ATV	1	2018	MUDFOX7G2P120109		161	Sylvan Lake, Alberta	Other Equipment	Light & Heavy Equipment
Unit # 623 1990 Moroka M57-70E Tracked Carrier	1	1990	70939		2.110	Sylvan Lake, Alberta	Other Equipment	Light & Heavy Equipment
Unit # 624 2011 Moroka M57-300V1D Tracked Carrer	1	2011	80203		2.8 9	Sylvan Lake, Alberta	Other Equipment	Light & Heavy Equipment
Unit # 626 2017 Polaris Ranger RZR 1000 EPS Mud	1	2017	XARTM96H955978	8 29		Sylvan Lake, Alberta	Other Equipment	Light & Heavy Equipment
Unit # 629 2011 Xtrème XR 1255 Te ehandler	1	2011	XRT125501191522		2.216	Sylvan Lake, Alberta	Other Equipment	Light & Heavy Equipment
Unit # 630 2011 Bobcat 1730 Skid Steer Loader	1	2011	AN8L12017		660	Sylvan Lake, Alberta	Other Equipment	Light & Heavy Equipment
Unit # 631 2011 Bobcat 1730 Skid Steer Loader	1	2011	AN8L1200			Sylvan Lake, Alberta	Other Equipment	Light & Heavy Equipment
Unit # 632 2017 Kubota SVL 95-2S Skidsteer Loader	1	2017	JKUC0953L 83 851		2.977	Sylvan Lake, Alberta	Other Equipment	Light & Heavy Equipment
Unit # 633 2015 Kubota SVL 95-2S Skidsteer Loader	1	2015	JKUC0953L 83 851		3.310	Sylvan Lake, Alberta	Other Equipment	Light & Heavy Equipment
Unit # 63 2017 Kubota RTV-X1100C S/N: ASKCZGDBPHG037557	1	2017	ASKCZGDBPHG037557		3.650	Sylvan Lake, Alberta	Other Equipment	Light & Heavy Equipment
Unit # 635 2015 Kubota RTV-X1100C S/N: ASKCZGDBPHG022305	1	2015	ASKCZGDBPHG022305		1.1 5	Sylvan Lake, Alberta	Other Equipment	Light & Heavy Equipment
Unit # 636 2019 Polaris General 1000 V.I.N.: 3NSRH990K01 83771	1	2019	3NSRH990K01 83771		29	Sylvan Lake, Alberta	Other Equipment	Light & Heavy Equipment
Unit # 637 2018 Polaris Ranger 900S V.I.N.: 3NSRH990K01 83771	1	2018	3NSRH990K01 83771		578	Sylvan Lake, Alberta	Other Equipment	Light & Heavy Equipment
Unit # 639 2019 Polaris Ranger Crew 1000	1	2019	XARSE998K556 78		156	Sylvan Lake, Alberta	Other Equipment	Light & Heavy Equipment
Unit # 6 2019 Polaris Ranger Crew 1000	1	2019	XARSE998K556 37		55	Sylvan Lake, Alberta	Other Equipment	Light & Heavy Equipment
Unit # C-01 2010 Atlas Copco XAS 375 V.I.N.: 500B1318A701076	1	2010	500B1318A701076			Sylvan Lake, Alberta	Other Equipment	Light & Heavy Equipment
Unit # C-02 2010 Atlas Copco XAS 375 V.I.N.: 500B1318A701076	1	2010	500B1318A701076			Sylvan Lake, Alberta	Other Equipment	Light & Heavy Equipment
Unit # C-03 2010 Atlas Copco XAS 375 V.I.N.: 500B1318A701076	1	2010	500B1318A701076			Sylvan Lake, Alberta	Other Equipment	Light & Heavy Equipment
Unit # PT1 2001 Trail er, 2005 20kw & 165G Fuel Tank	1	2001	Trailer: 2D98S 2621109 3 Light Tower 2F9LS1139E080 75		22.107	Sylvan Lake, Alberta	Light Towers, Generators & Combo Units	Light & Heavy Equipment
Unit # PT8 2012 Front er PT 000K Light Tower 20kw No Ax e	1	2006	2F9LS1132E080612		19.816	Sylvan Lake, Alberta	Light Towers, Generators & Combo Units	Light & Heavy Equipment
Unit # PT11 2006 Trail ered 20kw & 165G Fuel Tank	1	2006	2RH0202317625022		16.511	Sylvan Lake, Alberta	Light Towers, Generators & Combo Units	Light & Heavy Equipment
Unit # PT12 2006 Trail ered 20kw & 165G Fuel Tank	1	2006	2RH0202317625022		20 18	Sylvan Lake, Alberta	Light Towers, Generators & Combo Units	Light & Heavy Equipment
Unit # PT15 2010 Trail ered 20kw & 165G Fuel Tank	1	2010	2DABS 26252101197		21.773	Sylvan Lake, Alberta	Light Towers, Generators & Combo Units	Light & Heavy Equipment
Unit # LT 17 200 Terex 8kw Light Tower	1	200	ZJSL 15 1109253			Sylvan Lake, Alberta	Light Towers, Generators & Combo Units	Light & Heavy Equipment
Unit # LT19 2008 Terex 8kw Light Tower	1	2008	ZJSL 11 18612588		21.102	Sylvan Lake, Alberta	Light Towers, Generators & Combo Units	Light & Heavy Equipment
Unit # LT 20 2008 Terex 8kw Light Tower	1	2008	ZJSL 11 6125989		576	Sylvan Lake, Alberta	Light Towers, Generators & Combo Units	Light & Heavy Equipment
Unit # LT22 2008 Terex 8kw Light Tower	1	2008	ZJSL 11 138125101			Sylvan Lake, Alberta	Light Towers, Generators & Combo Units	Light & Heavy Equipment
Unit # PT2 2012 Terex 20kw Light Tower	1	2012	ZJSL151XC1000588		7.136	Sylvan Lake, Alberta	Light Towers, Generators & Combo Units	Light & Heavy Equipment
Unit # PT25 2012 Terex 20kw Light Tower	1	2012	ZJSL151XC1000588		578	Sylvan Lake, Alberta	Light Towers, Generators & Combo Units	Light & Heavy Equipment
Unit # LT29 2008 Terex 20kw Light Tower	1	2008	ZJSL 11X81001118		276	Sylvan Lake, Alberta	Light Towers, Generators & Combo Units	Light & Heavy Equipment
Unit # LT-100 2008 Terex 8kw Light Tower	1	2008	ZJSL1510810003 7		7.388	Sylvan Lake, Alberta	Light Towers, Generators & Combo Units	Light & Heavy Equipment
Unit # LT-101 2008 Magnum 8kw Light Tower	1	2008	5A4LS1140B319991		26.11	Sylvan Lake, Alberta	Light Towers, Generators & Combo Units	Light & Heavy Equipment
Unit # LT-102 2008 Terex 8kw Light Tower	1	2008	ZJSL1515810003		10.769	Sylvan Lake, Alberta	Light Towers, Generators & Combo Units	Light & Heavy Equipment
Unit # LT-103 2008 Terex 8kw Light Tower	1	2008	ZJSL151681000398		10.059	Sylvan Lake, Alberta	Light Towers, Generators & Combo Units	Light & Heavy Equipment
Unit # LT-104 2008 Amida 8kw Light Tower	1	2008	ZJSL151361H2 050		36	Sylvan Lake, Alberta	Light Towers, Generators & Combo Units	Light & Heavy Equipment
Unit # LT-105 2012 Doosan 8kw Light Tower	1	2012	3 63ULV092		18.177	Sylvan Lake, Alberta	Light Towers, Generators & Combo Units	Light & Heavy Equipment
Unit # LT-106 2012 Doosan 8kw Light Tower	1	2012	3 63ULV092		18.177	Sylvan Lake, Alberta	Light Towers, Generators & Combo Units	Light & Heavy Equipment
Unit # LT-107 2008 Magnum 8kw Light Tower	1	2008	5A4LS1140B319991		19.281	Sylvan Lake, Alberta	Light Towers, Generators & Combo Units	Light & Heavy Equipment
Unit # LT-108 2008 Alimand 20kw Skid Light Tower	1	2005	SAEAH1517940003929		10.221	Sylvan Lake, Alberta	Light Towers, Generators & Combo Units	Light & Heavy Equipment
Unit # LT-109 2011 Magnum 8kw Light Tower	1	2011	5A4LS1140B319991		10.221	Sylvan Lake, Alberta	Light Towers, Generators & Combo Units	Light & Heavy Equipment
Unit # LT-112 2013 Magnum 20kw Light Tower	1	2013	5A4LS1120B310757		18.5 5	Sylvan Lake, Alberta	Light Towers, Generators & Combo Units	Light & Heavy Equipment
Unit # 321 Multi Gulp 85kw Generator	1					Sylvan Lake, Alberta	Light Towers, Generators & Combo Units	Light & Heavy Equipment
Unit # 320/322 2012 Magnum Twin 100 Gen, Lght Tower & 500G Tank	1	2012	N/A		Unit #320 - 12.650 Unit #322 - 5.850	Sylvan Lake, Alberta	Light Towers, Generators & Combo Units	Light & Heavy Equipment
Unit # 323/327 2011 Magnum Twin 155kw Gen, Light Tower & 500G Tank	1	2011	Unit #323 - 1103861 Unit #327 - 11 2 9		Unit #323 - 15, 06 Unit #327 - 12,807	Sylvan Lake, Alberta	Light Towers, Generators & Combo Units	Light & Heavy Equipment
Unit # 328/329 2007 Magnum Twin 155kw Gen, Light Tower & 500G Tank	1	2007	Unit #328 07311 Unit #329 07310		Unit #328 - 10,813 Unit #329 - 1 985	Sylvan Lake, Alberta	Light Towers, Generators & Combo Units	Light & Heavy Equipment
Unit # 32 /326 2011 Magnum Twin 100kw Gen, Light Tower & 500G Tank	1	2011	Unit #32 - 1103857 Unit #326 111 2 8		Unit #32 - 10,100 Unit #326 - 12,916	Sylvan Lake, Alberta	Light Towers, Generators & Combo Units	Light & Heavy Equipment
Unit # 325 2010 Load Trail Trai ered 70kw Gen, Light Tower & Fuel Tank	1	2010	Trailer: ZEDK1821A1071089		Generator - 8,936	Sylvan Lake, Alberta	Light Towers, Generators & Combo Units	Light & Heavy Equipment
Unit # 330/331 2013 MMD Twin 150kw Gen, Light Tower & 600G Tank	1	2013	S/N: 1728B10678 & 1728B10680		Hours : 2,779.9 & 7.0 8.8	Sylvan Lake, Alberta	Light Towers, Generators & Combo Units	Light & Heavy Equipment
Unit # 332/333 2013 MMD Twin 150kw Gen, Light Tower & 600G Tank	1	2013	1728B10678/1728B10682			Sylvan Lake, Alberta	Light Towers, Generators & Combo Units	Light & Heavy Equipment
Combo Unit #T1 Washrooms, Light, Garbage & 227G Tank	1	2013	Trailer er V.I.N.: ZECH22D1035568 Light Tower V.I.N.: 2M9LS1130 1R137350			Sylvan Lake, Alberta	Light Towers, Generators & Combo Units	Light & Heavy Equipment
Combo Unit #T2 Washrooms, PT-03 Light Tower, Garbage Bin, Fuel Tank	1	2013	Trailer er V.I.N.: ZECH22D1035568 Light Tower V.I.N.: 2M9LS1136 1R1373		Light tower - 2 510	Sylvan Lake, Alberta	Light Towers, Generators & Combo Units	Light & Heavy Equipment
Combo Unit #T3 Washrooms, PT-26 Light Tower, Garbage Bin, Fuel Tank	1	2013	Trailer er V.I.N.: ZECH2 2D10359 9 Light Tower V.I.N.: ZJSL1512C1000587		Light tower - 1,077	Sylvan Lake, Alberta	Light Towers, Generators & Combo Units	Light & Heavy Equipment
Combo Unit #T4 Washrooms, PT-27 Light Tower, Garbage Bin, Fuel Tank	1	201	Trailer er V.I.N.: ZECH2 2D10359 9 Light Tower V.I.N.: ZJSL1512C1000587		Light tower - 1,338	Sylvan Lake, Alberta	Light Towers, Generators & Combo Units	Light & Heavy Equipment
Combo Unit #T5 Washrooms, PT-10 Light Tower, Garbage Bin, Fuel Tank	1	2013	Trailer er V.I.N.: ZECH2 2 D10 16 Light Tower V.I.N.: 2F9LS1136E080598		Light tower - 18 368	Sylvan Lake, Alberta	Light Towers, Generators & Combo Units	Light & Heavy Equipment
Combo Unit #T6 Washrooms, PT-2 Light Tower, Garbage Bin, Fuel Tank	1	201	Trailer er V.I.N.: ZECH2 23E10 8831 Light Tower V.I.N.: ZJSL151XC1000588		Light tower - 7,136	Sylvan Lake, Alberta	Light Towers, Generators & Combo Units	Light & Heavy Equipment
Unit # 99LVS Trailer MTD 3,000lb Capacity	1	2002	2DABS 26927001199			Sylvan Lake, Alberta	Scrubbers, Filtration Po & Atom zers	Light & Heavy Equipment
Unit # 10LVS Trailer MTD 3,000lb Capacity	1	2002	2D9BS 2692709 609			Sylvan Lake, Alberta	Scrubbers, Filtration Po & Atom zers	Light & Heavy Equipment
Unit # 108LVS Trailer MTD 3,000lb Capacity	1	2002	2D9BS 2692709 56			Sylvan Lake, Alberta	Scrubbers, Filtration Po & Atom zers	Light & Heavy Equipment
Unit # 109HVS Trai er MTD Vac Truck 8 000lb Capacity	1	2002	2D9ES5372709 851			Sylvan Lake, Alberta	Scrubbers, Filtration Po & Atom zers	Light & Heavy Equipment
Unit # 110HVS Trai er MTD Vac Truck 8 000lb Capacity	1	2007	2D9ES5372709 851			Sylvan Lake, Alberta	Scrubbers, Filtration Po & Atom zers	Light & Heavy Equipment
Unit # 111HVS Trai er MTD Vac Truck 8 000lb Capacity	1	2008	ZECH18388105253			Sylvan Lake, Alberta	Scrubbers, Filtration Po & Atom zers	Light & Heavy Equipment
Unit # 112HVS Trai er MTD Vac Truck 8 000lb Capacity	1	2008	ZECH18388105253			Sylvan Lake, Alberta	Scrubbers, Filtration Po & Atom zers	Light & Heavy Equipment
Unit # 11 HVS Trai er MTD Vac Truck 8 000lb Capacity	1	2008	ZECH18387810 925			Sylvan Lake, Alberta	Scrubbers, Filtration Po & Atom zers	Light & Heavy Equipment
Unit # 116HVS Trai er MTD Vac Truck 8 000lb Capacity	1	2005	2DAH2520851003958			Sylvan Lake, Alberta	Scrubbers, Filtration Po & Atom zers	Light & Heavy Equipment
Unit # 117HVS 2 Stage Scrubber Trai er MTD 000lb Capacity	1	2011	3R2HP1826AC006733			Sylvan Lake, Alberta	Scrubbers, Filtration Po & Atom zers	Light & Heavy Equipment
Unit # 118HVS 2 Stage Scrubber Trai er MTD 000lb Capacity	1	2011	3R2HP1826AC006733			Sylvan Lake, Alberta	Scrubbers, Filtration Po & Atom zers	Light & Heavy Equipment
Unit # 120HVS 2 Stage Scrubber Trai er MTD 000lb Capacity	1	2007	2RH0182571625023			Sylvan Lake, Alberta	Scrubbers, Filtration Po & Atom zers	Light & Heavy Equipment
Unit # 121HVS 2 Stage Scrubber Trai er MTD 000lb Capacity	1	2007	2RH0202871625020			Sylvan Lake, Alberta	Scrubbers, Filtration Po & Atom zers	Light & Heavy Equipment
Unit # 123HVS 2 Stage Scrubber Trai er MTD 000lb Capacity	1	2012	3R2HP1826AC006 999			Sylvan Lake, Alberta	Scrubbers, Filtration Po & Atom zers	Light & Heavy Equipment
Unit # 123 Bleed Down 2 Stage Scrubber Trai er MTD 000lb	1	2006	2RH018261625193			Sylvan Lake, Alberta	Scrubbers, Filtration Po & Atom zers	Light & Heavy Equipment
Unit # 130HBS Bleed Down 3 Barrel Trai er Mounted	1	2007	2T8F738871 16366			Sylvan Lake, Alberta	Scrubbers, Filtration Po & Atom zers	Light & Heavy Equipment
Unit # 133HVS Trai er MTD 10 000L Liquid Capac ty	1	2010	3R2HP1826AC006950			Sylvan Lake, Alberta	Scrubbers, Filtration Po & Atom zers	Light & Heavy Equipment
Unit # 133HVS Trai er MTD 10 000L Liquid Capac ty	1	2013	3R2HP1826AC001496			Sylvan Lake, Alberta	Scrubbers, Filtration Po & Atom zers	Light & Heavy Equipment
Unit # 134HVS Trai er MTD 6000L min. Mounted On Trai er	1	2010	3R2HP1826AC006732			Sylvan Lake, Alberta	Scrubbers, Filtration Po & Atom zers	Light & Heavy Equipment
Unit # FU1 2012 2 Pot 5 Chamber Filter Skid & 2010 Tandem	1	2008	ZECH1622B109201			Sylvan Lake, Alberta	Scrubbers, Filtration Po & Atom zers	Light & Heavy Equipment
Unit # FU2 2012 2 Pot 5 Chamber Filter Skid &								

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**BIG BEAR ENERGY RENTALS LTD.  
TRAILER LISTING**

Asset Description	Quantity	Year	Serial Number	Kilometres	Hours	Current Location	Asset Subgroup	Asset Group
Unit # OTR 1 2007 Vanguard Wellsite Office Trailer	1	2007	2VHT0216071773201			Sylvan Lake, Alberta	Office & Wellsite Trailers	Trailers
Unit # OTR 2 2007 Vanguard Wellsite Office Trailer	1	2007	2VHT0216 71773203			Sylvan Lake, Alberta	Office & Wellsite Trailers	Trailers
Unit # OTR 3 2007 Vanguard Wellsite Office Trailer	1	2007	2VHT021687177320			Sylvan Lake, Alberta	Office & Wellsite Trailers	Trailers
Unit # OTR 4 2007 Vanguard Wellsite Office Trailer	1	2007	2VHT0216871773205			Sylvan Lake, Alberta	Office & Wellsite Trailers	Trailers
Unit # OTR 6 2007 Vanguard Wellsite Office Trailer	1	2007	2VHT02161671770810			Sylvan Lake, Alberta	Office & Wellsite Trailers	Trailers
Unit # OTR 9 2006 Travelaire Wellsite Office Trailer	1	2006	2T1MT2 06R061096			Sylvan Lake, Alberta	Office & Wellsite Trailers	Trailers
Unit # OTR 10 2006 Travelaire Wellsite Office Trailer	1	2006	2T1MT2 06R061096			Sylvan Lake, Alberta	Office & Wellsite Trailers	Trailers
Unit # RNT 7 2006 Travelaire Roughneck Wellsite Office Trailer	1	2006	2T1NT300369060112			Sylvan Lake, Alberta	Office & Wellsite Trailers	Trailers
Unit # RNT 11 2007 Travelaire Roughneck Wellsite Office Trailer	1	2007	2T1NT308978070522			Sylvan Lake, Alberta	Office & Wellsite Trailers	Trailers
Unit # RNT 1 2007 Travelaire Roughneck Wellsite Office Trailer	1	2007	2T1NT266878070 66			Sylvan Lake, Alberta	Office & Wellsite Trailers	Trailers
Unit # RNT 15 2007 Travelaire Roughneck Wellsite Office Trailer	1	2007	2T1NT266878070 133			Sylvan Lake, Alberta	Office & Wellsite Trailers	Trailers
Unit # RNT 21 2007 Travelaire Roughneck Wellsite Office Trailer	1	2007	2T1NT300278070392			Sylvan Lake, Alberta	Office & Wellsite Trailers	Trailers
Unit # RNT 22 2007 Travelaire Roughneck Wellsite Office Trailer	1	2007	2T1NT300178070397			Sylvan Lake, Alberta	Office & Wellsite Trailers	Trailers
Unit # RNT 23 2007 Travelaire Roughneck Wellsite Office Trailer	1	2007	2T1NT300878070 00			Sylvan Lake, Alberta	Office & Wellsite Trailers	Trailers
Unit 11 2005 1 Axel 58 Gooseneck Trailer	1	2005	SPYAT17235100381			Sylvan Lake, Alberta	Bumper Pools and Gooseneck Trailers	Trailers
Unit 12 1996 Falcon FH-27 Tridem Gooseneck Trailer	1	1996	2F9T32 H116056155			Sylvan Lake, Alberta	Bumper Pools and Gooseneck Trailers	Trailers
Unit 13 2012 N&N 1 Tridem Dump Trailer	1	2012	2NEE13C19C500 691			Sylvan Lake, Alberta	Bumper Pools and Gooseneck Trailers	Trailers
Unit 11 1989 M&H Packer Flat - 2 Trailer (Static Storage)	1	1989	2MHSBL28K1013783			Sylvan Lake, Alberta	Bumper Pools and Gooseneck Trailers	Trailers
Unit 15 2012 Load Trail Tandem Flatstock Trailer	1	2012	ZEC2028C1012670			Sylvan Lake, Alberta	Bumper Pools and Gooseneck Trailers	Trailers
Unit 17 2011 Road Clipper Tridem Deck Over Equipment Trailer	1	2011	6UFU23681132308			Sylvan Lake, Alberta	Bumper Pools and Gooseneck Trailers	Trailers
Unit 18 1999 Dawson Em. 38 Enclosed Tandem Trailer	1	1999	10DLK3236AE3553 1			Sylvan Lake, Alberta	Bumper Pools and Gooseneck Trailers	Trailers
Unit 19 1995 Thruway 0 Tridem Hilly Trailer	1	1995	2T0FA 43781011301			Sylvan Lake, Alberta	Bumper Pools and Gooseneck Trailers	Trailers
Unit 110 2011 Magnum 1 Single Axle Trailer Chassis	1	2011	5AJGS1318BB00509			Sylvan Lake, Alberta	Bumper Pools and Gooseneck Trailers	Trailers
Unit 111 2011 Magnum 1 Single Axle Trailer Chassis	1	2011	5AJGS1318BB00880			Sylvan Lake, Alberta	Bumper Pools and Gooseneck Trailers	Trailers
Unit 112 2006 Falling 36 Tridem Trailer	1	2006	1FDC263381031289			Sylvan Lake, Alberta	Bumper Pools and Gooseneck Trailers	Trailers
Unit 113 1971 Columbia 35 Tandem Offroad Float Trailer	1	1971	10 0HS36			Sylvan Lake, Alberta	Bumper Pools and Gooseneck Trailers	Trailers
Unit 115 2013 Load Trail Gooseneck Tandem Dually Trailer	1	2013	ZEGT 020D035583			Sylvan Lake, Alberta	Bumper Pools and Gooseneck Trailers	Trailers
Unit 117 200 Royal Enclosed 2 Tandem Trailer	1	200	28BPK5318 30135 6			Sylvan Lake, Alberta	Bumper Pools and Gooseneck Trailers	Trailers
Unit 119 2010 Load Trail 80 x22 Deck Over Equipment Trailer	1	2010	N/A			Sylvan Lake, Alberta	Bumper Pools and Gooseneck Trailers	Trailers
Unit 120 2017 TNT 8.5 x 22 Enclosed Cargo Trailer	1	2017	9WBEE2225HW01 82			Sylvan Lake, Alberta	Bumper Pools and Gooseneck Trailers	Trailers
Unit 122 2008 PJ Gooseneck 32 Tandem Dual Hydraul Crane Tail Trailer	1	2008	PFY322181119903			Sylvan Lake, Alberta	Bumper Pools and Gooseneck Trailers	Trailers
Unit 123 2017 Load Trail 23 Dowell Tandem Tilt Deck Carhauler Trailer	1	2017	ZETD2022H127168			Sylvan Lake, Alberta	Bumper Pools and Gooseneck Trailers	Trailers
Unit 127 2018 Cross Country Tridem 53 Step Deck Ramp Trailer	1	2018	2C0T5X310J8183383			Sylvan Lake, Alberta	Bumper Pools and Gooseneck Trailers	Trailers
Unit 128 2018 Big Tex 28BK 5 Gooseneck 30 Tandem Dually Trailer	1	2018	16VX2523J8007558			Sylvan Lake, Alberta	Bumper Pools and Gooseneck Trailers	Trailers
Unit 129 2017 Big Tex 28BK 5 Gooseneck 30 Tandem Dually Trailer	1	2017	16VX2523J8003769			Sylvan Lake, Alberta	Bumper Pools and Gooseneck Trailers	Trailers
Unit 130 2018 Cantra CE72 -21 Tr axle 2 Trailer	1	2018	2CPUSJ3H3HA029932			Sylvan Lake, Alberta	Bumper Pools and Gooseneck Trailers	Trailers
Unit 131 2018 Forest River ORBL822TA5 Enclosed 22 Tandem Trailer	1	2018	8NHJBL22J28 67 13			Sylvan Lake, Alberta	Bumper Pools and Gooseneck Trailers	Trailers
Unit 132 2018 Forest River ORBL82 TA5 Enclosed 2 Tandem Trailer	1	2018	8NHJBL22J08 69 95			Sylvan Lake, Alberta	Bumper Pools and Gooseneck Trailers	Trailers
Unit 133 2018 Forest River ORBL82 TA5 Enclosed 2 Tandem Trailer	1	2018	8NHJBL22J69 6906			Sylvan Lake, Alberta	Bumper Pools and Gooseneck Trailers	Trailers
Unit 135 2018 Cantra CE72 -2 Tandem 2 Equipment Trailer	1	2018	2CPUSJ3H3JA031336			Sylvan Lake, Alberta	Bumper Pools and Gooseneck Trailers	Trailers
Unit 136 2018 Cantra CE72 -21 Tr axle 2 Equipment Trailer	1	2018	2CPUSJ3H3JA031337			Sylvan Lake, Alberta	Bumper Pools and Gooseneck Trailers	Trailers
Unit 137 2018 Chuck Wagon Enclosed 22 Tandem Trailer	1	2018	2C3CE2221JA3090 7			Sylvan Lake, Alberta	Bumper Pools and Gooseneck Trailers	Trailers
Unit 138 2018 Chuck Wagon Enclosed 22 Tandem Trailer	1	2018	2C3CE2223JA3090 8			Sylvan Lake, Alberta	Bumper Pools and Gooseneck Trailers	Trailers
Unit 1 0 2011 Forest River Insulated Enclosed 18 Tandem Wash Trailer	1	2011	8NHJBL62 BT 31008			Sylvan Lake, Alberta	Bumper Pools and Gooseneck Trailers	Trailers
Unit 1 2018 Royal Insulated Enclosed 18 Tandem Wash Trailer	1	2018	28JPL3368J10 070			Sylvan Lake, Alberta	Bumper Pools and Gooseneck Trailers	Trailers
Unit 1 2 201 Fontaine Tridem Step Deck 53 Trailer	1	201	19N25301E156 115			Sylvan Lake, Alberta	Bumper Pools and Gooseneck Trailers	Trailers
Unit 1 3 2018 Cantra triaxle 2 Equipment Trailer	1	2018	2CPUSJ3H3HA030276			Sylvan Lake, Alberta	Bumper Pools and Gooseneck Trailers	Trailers
Unit 1 2018 Cantra CE72-21 Tr axle 22 Equipment Trailer	1	2018	2CPUSJ3H3HA029193			Sylvan Lake, Alberta	Bumper Pools and Gooseneck Trailers	Trailers
Unit 1 5 2018 Cantra CE718-21K1K Triaxle 22 Equipment Trailer	1	2018	2CPUSJ3K3JA0318 8			Sylvan Lake, Alberta	Bumper Pools and Gooseneck Trailers	Trailers
Unit 1 7 2018 Carry-On Trailers Single Axle Wire Mesh Utility Trailer	1	2018	YMBU0513JN011297			Sylvan Lake, Alberta	Bumper Pools and Gooseneck Trailers	Trailers
Unit 1 8 2017 Sniderbuilt 18 Equipment Tandem Axle Trailer	1	2017	2CPUSJ2HF7HA030269			Sylvan Lake, Alberta	Bumper Pools and Gooseneck Trailers	Trailers
Unit 1 9 2017 Sniderbuilt 18 Equipment Tandem Axle Trailer	1	2017	7GBRF1820HG000125			Sylvan Lake, Alberta	Bumper Pools and Gooseneck Trailers	Trailers
Unit 150 2011 Sniderbuilt 18 Equipment Tandem Axle Trailer	1	2011	7GBRF1820HG000128			Sylvan Lake, Alberta	Bumper Pools and Gooseneck Trailers	Trailers
Unit 152 2013 Doepker Tridem 53 Scooseneck Trailer	1	2013	2DESNSZ32D102975			Sylvan Lake, Alberta	Bumper Pools and Gooseneck Trailers	Trailers
Unit 188 2010 Load Trail Tandem Axle Utility Trailer	1	2010	ZEDK1821A1071089			Sylvan Lake, Alberta	Bumper Pools and Gooseneck Trailers	Trailers
2002 Double A Tri axle 18 Equipment Trailer V.I.N.: 2DAF5537X2T001039	1	2002	2DAF5537X2T001039			Sylvan Lake, Alberta	Bumper Pools and Gooseneck Trailers	Trailers
1996 Proxa FE2 2 Gooseneck Picket Trailer V.I.N.: 2P9CBE2X8SC0650 6	1	1995	2P9CBE2X8SC0650 6			Sylvan Lake, Alberta	Bumper Pools and Gooseneck Trailers	Trailers
200 Royal 2 Office/Job Site Trailer V.I.N.: 2S9PL 3GX 3013096	1	200	2S9PL 3GX 3013096			Sylvan Lake, Alberta	Bumper Pools and Gooseneck Trailers	Trailers
Unit ESU3 3 Person Emergency Shower Trailer	1		ZEC2028A01717 7			Sylvan Lake, Alberta	Bumper Pools and Gooseneck Trailers	Trailers
Unit FT 1 2005 Trailer & 2-270L Fuel Tank With Pump	1	2005	AGEU11 250037168			Sylvan Lake, Alberta	Bumper Pools and Gooseneck Trailers	Trailers
Unit FT 2012 Trailer & 2-270L Fuel Tank With Pump	1	2012	1E9GF1521CR153083			Sylvan Lake, Alberta	Bumper Pools and Gooseneck Trailers	Trailers
2005 The Trailer Factory 22 flat deck V.I.N.: 2T9FT8H3051 158 2	1	2005	2T9FT8H3051 158 2			Sylvan Lake, Alberta	Bumper Pools and Gooseneck Trailers	Trailers
Unit 11 18 car hauler tra er	1	201	2DEF1623E1008933			Sylvan Lake, Alberta	Bumper Pools and Gooseneck Trailers	Trailers
Unit F13 2012 Kopper Tandem Axle Trailer mounted Westeel 2 270L mobile refueling tank w th fill-R to FR700V fuel pump.	1	2012	1E9GF1521CR153063			Sylvan Lake, Alberta	Bumper Pools and Gooseneck Trailers	Trailers
Hamms Fuel Trailer	1	2009	2G9S2F2339R011253			Sylvan Lake, Alberta	Bumper Pools and Gooseneck Trailers	Trailers
D-Line single axle 21 trailer	1	N/A	N/A			Sylvan Lake, Alberta	Bumper Pools and Gooseneck Trailers	Trailers
Unit #PT2 2005 Pinnacle 20kw light tower. Kubota engine. 3 phase power.	1	2005	2ML81136 R137 12		19,615	Sylvan Lake, Alberta	Bumper Pools and Gooseneck Trailers	Trailers

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BIG BEAR ENERGY RENTALS LTD.  
TRUCKS LISTING

Asset Description	Quantity	Year	Serial Number	Kilometres	Hours	Current Location	Asset Subgroup	Asset Group
Unit # 06 2007 Kenworth T800 Tandem Winch Truck	1	2007	1XKDDBOX67J99022	678,516		Sylvan Lake, Alberta	Other Trucks	Trucks
Unit # 10 2000 Kenworth T800 Tandem Tractor Truck	1	2000	1XKDD DXR R97 987	3,3615		Sylvan Lake, Alberta	Other Trucks	Trucks
Unit # 20 2012 Peterbilt 388 Tandem Tractor Truck	1	2012	1XPW0 9X CD170 75	1,155,611		Sylvan Lake, Alberta	Other Trucks	Trucks
Unit # 21 2008 Peterbilt 567 Tandem Winch Truck	1	2008	1N0TD 0X760750265	1,058,718		Sylvan Lake, Alberta	Other Trucks	Trucks
Unit # 55 2011 Ford F550 x Fuel Truck	1	2011	1FDUFSHT1BEA1 71	121,06		Sylvan Lake, Alberta	Other Trucks	Trucks
Unit # 205W5 2005 Western Star Tandem Truck	1	2005	8KJAECKXPFV20 62	6,596		Sylvan Lake, Alberta	Other Trucks	Trucks
Unit # 206W5 2006 Western Star 15T P-Over Truck	1	2006	8KJAECKXPFV61705	237,37		Sylvan Lake, Alberta	Other Trucks	Trucks
Unit # 206S 2006 Sterling Knuckle Piker Truck	1	2006	2YVBAWDV75AV9862	237,63		Sylvan Lake, Alberta	Other Trucks	Trucks
Unit # 2011 Ford F350 Lariat FX Crew Cab Diesel x	1	2011	1FTRW3BT78EC87265	398,000		Sylvan Lake, Alberta	Pickup Trucks	Trucks
Unit # 99 2017 Ford F150 Lariat Crew Cab 3.5L V6 x	1	2017	1FTFW1EG0HF92237	125,557	2,317	Sylvan Lake, Alberta	Pickup Trucks	Trucks
Unit # 206 2006 Dodge 3500 DRW x 6 speed manual	1	2006	3D7M 822602561	23,736		Sylvan Lake, Alberta	Pickup Trucks	Trucks
Unit # 211 2013 Ram3500 SLT Crew Cab Diesel DRW x	1	2013	3C6SRRLH9D55658	23,736	10,721	Sylvan Lake, Alberta	Pickup Trucks	Trucks
Unit # 212 2011 Ram3500 Crew Cab Diesel DRW Deck Truck x	1	2011	3C6SRRLH9D55658	185,30	9,952	Sylvan Lake, Alberta	Pickup Trucks	Trucks
Unit # 21 2012 Dodge Ram3500 Crew Cab SRW Diesel x	1	2012	3C6SD3HL1C0165290	323,313	10,38	Sylvan Lake, Alberta	Pickup Trucks	Trucks
Unit # 215 2012 Dodge Ram3500 Crew Cab SRW Diesel x	1	2012	3C6SD3HL1C0269873	269,865	11,969	Sylvan Lake, Alberta	Pickup Trucks	Trucks
Unit # 216 2012 Dodge Ram3500 Crew Cab SRW Diesel x	1	2012	3C6SD3HL1C0322562	322,290		Sylvan Lake, Alberta	Pickup Trucks	Trucks
Unit # 217 2012 Dodge Ram3500 Crew Cab SRW Diesel x	1	2012	3C6SD3HL1C0322562	237,869		Sylvan Lake, Alberta	Pickup Trucks	Trucks
Unit # 218 2012 Dodge Ram3500 Crew Cab Diesel Dual In Diesel x	1	2012	3C6SD3HL1C0322562	291,89	11,323	Sylvan Lake, Alberta	Pickup Trucks	Trucks
Unit # 221 2011 Ford F350 Lariat Crew Cab Diesel Dually x	1	2011	1FTRW3DT1BEA 0228	310,891	12,195	Sylvan Lake, Alberta	Pickup Trucks	Trucks
Unit # 222 2011 Ford F350 Lariat Crew Cab Diesel Dually x	1	2011	1FTRW3DT1BEA 0228	297,03		Sylvan Lake, Alberta	Pickup Trucks	Trucks
Unit # 225 2011 Ford F350 DRW Lariat	1	2011	1FTRW3DT1BEA 0228	301,865	12,621	Sylvan Lake, Alberta	Pickup Trucks	Trucks
Unit # 226 2012 Ford F350 Lariat Crew Cab SRW Diesel x	1	2012	1FTRW3DT1BEA 0228	273,188		Sylvan Lake, Alberta	Pickup Trucks	Trucks
Unit # 227 2011 Ford F350 Lariat Crew Cab Dually Diesel x	1	2011	1FTRW3DT1BEA 0228	22,527	9,506	Sylvan Lake, Alberta	Pickup Trucks	Trucks
Unit # 229 2015 Ram 3500 Crew Cab Diesel DRW Long Box x	1	2015	3C6SRRLH9D55658	174,325	10,790	Sylvan Lake, Alberta	Pickup Trucks	Trucks
Unit # 231 2011 Ford F 50 Diesel DRW Crew Cab Deck Truck x	1	2011	1FDWV HT8E468552	222,011	10,97	Sylvan Lake, Alberta	Pickup Trucks	Trucks
Unit # 233 2012 Ford F 50 Crew Cab Diesel Dually Flat Deck x	1	2012	1FTRW DT7CEB0271	23,862	8,959	Sylvan Lake, Alberta	Pickup Trucks	Trucks
Unit # 23 2015 Ford F350 Crew Cab Diesel Dually Flat Deck x	1	2015	1FTRW3DT1BEA 0228	202,078	12,375	Sylvan Lake, Alberta	Pickup Trucks	Trucks
Unit # 235 2011 Ford F 50 Crew Cab Diesel Dually Deck Truck x	1	2011	1FDWV HT2EA69377	227,650	10,08	Sylvan Lake, Alberta	Pickup Trucks	Trucks
Unit # 236 2011 Ford F 50 Crew Cab Diesel Dually Flat Deck x	1	2011	1FTRW DT7CEB0271	39,759	2,063	Sylvan Lake, Alberta	Pickup Trucks	Trucks
Unit # 237 2015 Ford F 50 XLT Crew Cab Diesel DRW Service Deck x	1	2015	1FDWV HT8E468552	115,607	8,168	Sylvan Lake, Alberta	Pickup Trucks	Trucks
Unit # 238 2013 Ford F 50 XL FX Crew Cab Diesel DRW Deck Truck	1	2013	1FTRW DT7CEB0271	208,653	10,616	Sylvan Lake, Alberta	Pickup Trucks	Trucks
Unit # 239 2012 Ford F550 XLT Crew Cab Dually Flat Deck x	1	2012	1FDWV HT8E468552	1,008		Sylvan Lake, Alberta	Pickup Trucks	Trucks
Unit # 2 2015 Ford F350 XLT Crew Cab Dually Flat Deck x	1	2015	1FTRW3DT1BEA 0228	173,21		Sylvan Lake, Alberta	Pickup Trucks	Trucks
Unit # 2 2013 Ford F 50 XLT Crew Cab Dually Long Box x	1	2013	1FTRW DT7CEB0271	206,85	7,739	Sylvan Lake, Alberta	Pickup Trucks	Trucks
Unit # 2 2013 Ram 1500 Sport Crew Cab Short Box x	1	2013	1G8RR1T5D5502735	200,89	7,97	Sylvan Lake, Alberta	Pickup Trucks	Trucks
Unit # 2 2016 Ford F350 Crew Cab Dually Long Box x	1	2016	1FTRW3DT1BEA 0228	97,58		Sylvan Lake, Alberta	Pickup Trucks	Trucks
Unit # 2 2015 Ford F500 XLT Crew Cab Dually Flat Deck x	1	2015	1FDWV HT8E468552	1,6,17		Sylvan Lake, Alberta	Pickup Trucks	Trucks
Unit # 2 2015 Ford F350 XLT Crew Cab SRW Short Box x	1	2015	1FTRW3DT1BEA 0228	2,1,166	6,951	Sylvan Lake, Alberta	Pickup Trucks	Trucks
Unit # 2 2017 Ford F350 XLT Crew Cab SRW Short Box x	1	2017	1FTRW3DT1BEA 0228	205,650	3,5	Sylvan Lake, Alberta	Pickup Trucks	Trucks
Unit # 251 2012 Ford F150 Lariat Crew Cab Short Box x	1	2012	1FTW1EF2CFB 82	297,022		Sylvan Lake, Alberta	Pickup Trucks	Trucks
Unit # 257 2017 Ford F550 XLT Crew Cab Dually Flat Deck x	1	2017	1FDWV HT8E468552	95,30		Sylvan Lake, Alberta	Pickup Trucks	Trucks
Unit # 259 2016 Ram 3500 Laramie Crew Cab DRW Long Box x	1	2016	3C6SRRLH9D55658	198,053		Sylvan Lake, Alberta	Pickup Trucks	Trucks
Unit # 259 2015 Ram 3500 SLT Crew Cab DRW Long Box x	1	2015	3C6SRRLH9D55658	178,156	5,911	Sylvan Lake, Alberta	Pickup Trucks	Trucks
Unit # 260 2016 Ram3500 ST Crew Cab DRW Long Box x	1	2016	3C6SRRLH9D55658	151,815	6,862	Sylvan Lake, Alberta	Pickup Trucks	Trucks
Unit # 261 2017 Ford F350 Platinum FX Crew Short Box x Leather Upholstery	1	2017	1FTRW3BT1HEB2081	2,1,508	8,56	Sylvan Lake, Alberta	Pickup Trucks	Trucks
Unit # 263 2017 Ford F350 XLT Crew Cab DRW Long Box x	1	2017	1FTRW3DT1HEB2081	105,769	92	Sylvan Lake, Alberta	Pickup Trucks	Trucks
Unit # 26 2016 Ford F350 XLT FX Crew Cab SRW Short Box x	1	2016	1FTRW3BT1HEB2081	180,768	7,509	Sylvan Lake, Alberta	Pickup Trucks	Trucks
Unit #265 2017 Ford F350 Platinum FX Crew Short Box x Leather Upholstery	1	2017	1FTRW3BT1HEB2081	137,833	2,213	Sylvan Lake, Alberta	Pickup Trucks	Trucks
Unit #266 2017 Ford F350 XLT FX Crew Cab SRW Short Box x	1	2017	1FTRW3BT1HEB2081	161,336	6,278	Sylvan Lake, Alberta	Pickup Trucks	Trucks
Unit #268 2017 Ford F350 Platinum x 6.7L Diesel	1	2017	1FTRW3DT1HEB2081	235,708	3,8,5	Sylvan Lake, Alberta	Pickup Trucks	Trucks
Unit #269 2017 Ford F350 Platinum x 6.7L Diesel	1	2017	1FTRW3DT1HEB2081	119,535	1,819	Sylvan Lake, Alberta	Pickup Trucks	Trucks
Unit # 271 2013 Ford F150 XLT Crew Cab Short Box x	1	2013	1FTFW1EF1DF80 592	118,110		Sylvan Lake, Alberta	Pickup Trucks	Trucks
Unit # 272 2011 Ford F550 XLT Crew Cab DRW Flat Deck x	1	2011	1FDWV HT8E468552	92,938		Sylvan Lake, Alberta	Pickup Trucks	Trucks
Unit # 777 2012 Ford F150 Lariat x	1	2012	1FTW1EF3CFB29721	22,67		Sylvan Lake, Alberta	Pickup Trucks	Trucks





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**BARRICADE ENVIRONMENTAL LTD.**  
**TRUCKS LISTING**

Asset Description	Quantity	Year	Serial Number	Mileage	Hours	Current Location	Asset Subgroup	Asset Group	Imported under	IB	IB Entry No
Unit # 22 201 VOLVO SEM	1	201	V N06J1E1N1K326	553,517		Wl ston, North Dakota	Other Trucks	Trucks	Yes		80V-00088 -9
Unit # 230 2016 FORD F-350 PLATINUM	1	2016	1F1W3B1TUGED18008	107,800		Cheyenne, Wyoming	Pickup Trucks	Trucks	Yes		N26 0919225-8
Unit # 232 201 FORD F-50 DUALY	1	201	1F0WVHTSE1A00356			Wl ston, North Dakota	Pickup Trucks	Trucks	Yes		
Unit # 2 201 FORD F-50 DUALY	1	201	1F0WVHTSE1A00357	165,873		Cheyenne, Wyoming	Pickup Trucks	Trucks	Yes		N26 091922 -1
Unit # 2 2016 FORD F-350	1	2016	1F1W3B1TUGED18008	7,463		Cheyenne, Wyoming	Pickup Trucks	Trucks	Yes		
Unit # 250 2016 FORD F-350	1	2016	1F1W3B1TUGED18008	65,203		Wl ston, North Dakota	Pickup Trucks	Trucks	Yes		
Unit # 252 2017 FORD F-550 DUALY	1	2017	1F0WVHTSE1A00356	81,800		Wl ston, North Dakota	Pickup Trucks	Trucks	Yes		N26 0919320-7
Unit # 253 2016 FORD F-550 DUALY	1	2016	1F0WVHTSE1A00356	72,325 (new)		Cheyenne, Wyoming	Pickup Trucks	Trucks	Yes		N26 091932 -1
Unit # 25 2017 FORD F-550 DUALY	1	2017	1F0WVHTSE1A00356	65,876		Cheyenne, Wyoming	Pickup Trucks	Trucks	Yes		N26 0919225-8
Unit # 255 2013 DODGE RAM 5500 DUALY	1	2013	3C7RRWFLK05615173	100,953		Cheyenne, Wyoming	Pickup Trucks	Trucks	Yes		N26 0919322-2
Unit # 256 2017 FORD F-550 DUALY	1	2017	1F0WVHTSE1A00356	83,517 (new)		Cheyenne, Wyoming	Pickup Trucks	Trucks	Yes		N26 0919322-2
Unit # 262 2017 FORD F-350 DUALY	1	2017	1F1W3B1TUGED18008	82,533		Wl ston, North Dakota	Pickup Trucks	Trucks	Yes		N26 0919320-7
Unit # 270 F-150 (AL'S TRUCK)	1		1F1W3B1TUGED18008	28,500		Cheyenne, Wyoming	Pickup Trucks	Trucks			
Unit # 27 2012 Chevrolet K3500 Crew Cab Diesel Pickup	1	2012	1GC1K3500P2173 0	183,801		Cheyenne, Wyoming	Pickup Trucks	Trucks			
Unit # 275 2013 Chevrolet K3500 Crew Cab Diesel Pickup	1	2013	1GC1K3500P2173 2	163,071		Wl ston, North Dakota	Pickup Trucks	Trucks			
Unit # 277 2015 Chevrolet K3500 Dually Diesel Pickup	1	2015	1GC1K3500P2173 3	163,065		Cheyenne, Wyoming	Pickup Trucks	Trucks			

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**BARRICADE ENVIRONMENTAL LTD.**  
**TRAILERS LISTING**

Asset Description	Quantity	Year	Serial Number	Mileage	Hours	Current Location	Asset Subgroup	Asset Group	Imported under	IB	IB Entry No
Unit # 302 2012 Logan Coach Gooseneck 32 Enclosed Trailer	1	2012	1L9H5312202 72003			Wl ston, North Dakota	Bumper Pulls and Gooseneck Trailers	Trailers			
Unit # 303 2000 Nabors SL3D-31 Item Ramp Equipment Trailer	1	2000	SPAWH 63XY1290123			Wl ston, North Dakot a	Bumper Pulls and Gooseneck Trailers	Trailers			
Unit # 30 2012 Canyon Enclosed 2' Trailer	1	2012	SPAWH 63XY1290123			Wl ston, North Dakota	Bumper Pulls and Gooseneck Trailers	Trailers			
Unit # 305 2015 Double A GHE30B-0 Gooseneck Trailer	1	2015	20MAGC6312F 1016621			Wl ston, North Dakota	Bumper Pulls and Gooseneck Trailers	Trailers			
Unit # 306 2018 ABU Gooseneck 2' Trade Trailer	1	2018	UGFG0302K000177			Wl ston, North Dakota	Bumper Pulls and Gooseneck Trailers	Trailers			
Unit # 307 2001 Shop Buil Tandem Gooseneck Trailer	1	2001	SEJH16X1000291			Cheyenne, Wyoming	Bumper Pulls and Gooseneck Trailers	Trailers			
Unit # 308 2018 ABU Gooseneck 1 axle Trailer	1	2018	UGFG 36JL003113			Wl ston, North Dakota	Bumper Pulls and Gooseneck Trailers	Trailers			
Unit # 13 16 PLE-SINGLE BUMPER PULL UTILITY (Formerly 310)	1		2026S2H5A001335			Cheyenne, Wyoming	Bumper Pulls and Gooseneck Trailers	Trailers	Yes		T N 36- 801630
Unit # 312 DOUBLE-SINGLE 30'	1		SCDR16123 9			Cheyenne, Wyoming	Bumper Pulls and Gooseneck Trailers	Trailers			
Unit # 799 DOUBLE DOUBLE GOOSENECK (Formerly 31 )	1		16VX2026H063986			Cheyenne, Wyoming	Bumper Pulls and Gooseneck Trailers	Trailers	Yes		T N 36- 801630
Unit # 12 DOUBLE DOUBLE GOOSENECK W/RAMP (Formerly 315)	1		16VX2026H062959			Wl ston, North Dakota	Bumper Pulls and Gooseneck Trailers	Trailers			
Unit # 316 2018 Lark Emergency Shower Trailer	1	2018	5718E262 JMO2 577			Wl ston, North Dakota	Bumper Pulls and Gooseneck Trailers	Trailers			
Unit # 318 200 07 FLAT DECK CAR HAULER	1	200	298TL2819 1058895			Wl ston, North Dakota	Bumper Pulls and Gooseneck Trailers	Trailers			
Unit # 322 2009 Texas White Gooseneck Tandem Dualy Trailer	1	2009	189K2UG3728862 773			Wl ston, North Dakota	Bumper Pulls and Gooseneck Trailers	Trailers			
Unit # 32 2002 TITANIUM 57H WHEEL RV	1	2002	Z0NFN30165302 738			Cheyenne, Wyoming	Bumper Pulls and Gooseneck Trailers	Trailers			
Unit # 328 2019 ABU Gooseneck 1 axle Trailer	1	2019	UGFG0302K000 00			Wl ston, North Dako a	Bumper Pulls and Gooseneck Trailers	Trailers			
Unit # 328 2019 Minnag Tandem Axle Restraint Transport Trailer	1	2019	SMBE1627K1005203			Wl ston, North Dako a	Bumper Pulls and Gooseneck Trailers	Trailers			

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**BARRICADE ENVIRONMENTAL LTD.**  
**LIGHT & HEAVY EQUIPMENT LISTING**

Asset Description	Quantity	Year	Serial Number	Make/Type	Hours	Current Location	Asset Subgroup	Asset Class	Repaired Under TIR	TRE Entry No.
Unit # 409 2012 Magnum M1 T3000 Light Tower Skw	1	2012	DAJ.S14508217304		2,827	Chaparral, Wyoming	Light & Heavy Equipment	Light & Heavy Equipment		
Unit # 407 2012 Webster L70W Light Tower	1	2012	SP1.06578C02004430			Williston, North Dakota	Light & Heavy Equipment	Light & Heavy Equipment		
Unit # 1-1110 2011 Magnum Skw Light Tower	1	2011	DAJ.S145080121111			Williston, North Dakota	Light Towers, Generators & Combo Units	Light & Heavy Equipment		
Unit # 1-1111 2008 Magnum Skw Light Tower	1	2008	DAJ.S145080027195			Williston, North Dakota	Light Towers, Generators & Combo Units	Light & Heavy Equipment		
Unit # 8723 2011 Terex 420w single axle light tower	1	2011	QJ2B.1816C0200660			Williston, North Dakota	Light & Heavy Equipment	Light & Heavy Equipment		
Unit # 1-1-1 2006 Terex Power 9714007 200w single axle light tower	1	2006	2F6.S11448E0804-3		20,184	Williston, North Dakota	Light & Heavy Equipment	Light & Heavy Equipment	Yes	

In addition to the foregoing, any and all assets of the Debtors located at the Premises.  

**SCHEDULE “B”**  
**THE RECEIVER’S AND AUCTIONEER’S RESPONSIBILITIES**

The following sets out the Receiver’s and Auctioneer’s respective responsibilities with respect to the disposition of the Assets. The Parties acknowledge and agree that:

***General***

1. The Auctioneer is acting only in its capacity as an independent contractor dealing with the Receiver and is otherwise not the Receiver’s employee or assign, nor is it assuming the legal responsibilities, duties or obligations of the Receiver or of a “Secured Party” including but not limited to as set out in Section 17 and Part 5 of the *Personal Property Security Act* (Alberta).
2. The Auctioneer will carry out the Auction in an orderly and professional manner, in accordance with Prudent Industry Practice. The Auctioneer shall, promptly following the Auction, provide the Receiver with a detailed written accounting in respect of the sales and the Gross Sale Proceeds in a form satisfactory to the Receiver, acting reasonably.
3. The Auctioneer will not be responsible for the following costs, claims, or liabilities, even if such are payable:
  - (a) lease payments to third parties under any leases of the Assets. For clarity and subject to Section 3.2, the Auctioneer is responsible for warehousing and storage costs, holding fees, rents, rates, utility charges and any other outgoings in relation to the Sold Assets should the Sold Assets remain on the Premises following the Removal Date. The Auctioneer shall have no responsibility for any warehousing and storage costs, holding fees, rents, rates, utility charges and any other outgoings in relation to any Unsold Assets;
  - (b) any environmental costs including costs related to environmental matters arising as a result of the Auctioneers removal, retrieval or handling of the Assets from the Premises unless such costs arise as a result of the Auctioneer’s negligence;
  - (c) any costs associated with dealing with liens against the Assets;
  - (d) any merchant charges related to monies received from bank card payments or any other payments where extra charges apply to payee’s account; and
  - (e) any product warranties, conditions, or liabilities, including without limitation as to title to the Assets, and otherwise those set forth in the *Sale of Goods Act* (Alberta) and the *International Sale of Goods Contracts Convention Act* (Canada) (or such similar legislation in the United States, where applicable).

***Taxes***

4. The Auctioneer shall collect, and promptly pay to the applicable authority and confirm such payment to the Receiver, all social services tax, provincial sales tax (if applicable),

goods and services tax and any other tax resulting from any sale transaction entered into by the Auctioneer with respect to any of the Assets.

5. The Auctioneer shall indemnify and, in addition, hold the Receiver harmless from any and all demands, liabilities or claims, including, but not limited to, fines, penalties, losses, costs and expenses, which the Receiver may sustain, incur or be subject to, arising out of, or by reason of, any failure by the Auctioneer to collect, pay or remit any applicable taxes under, or in accordance with, the provisions of the *Excise Tax Act* (Canada) in relation to the sale of the Assets in accordance with the Auction (including without limiting the generality of the foregoing in respect of the Buyer's Premium described in Section 2.4 of this Agreement).

### ***Insurance***

6. The Auctioneer will maintain insurance, and will provide to the Receiver proof of insurance, with respect to any and all public liability which could flow from the Auctioneer's activities, naming the Receiver as beneficiary of such insurance, providing for coverage of not less than \$5,000,000 per occurrence and otherwise in a form satisfactory to the Receiver acting reasonably.
7. For certainty, Auctioneer shall carry five million \$5,000,000 comprehensive general liability insurance covering personal injury and property damage that may occur during or in connection with the Auction, as well as the appropriate insurance related to the transportation, retrieval and removal by the Auctioneer of the Assets from the Premises. The Auctioneer shall name the Receiver as a beneficiary.
8. Proceeds received on any insurance claim in respect of any insured Assets that otherwise would have been sold during the Auction shall be considered Gross Sale Proceeds.
9. Auctioneer shall not cancel any insurance maintained hereunder until after the Auction is held and title to the Assets has transferred to the Buyer without providing thirty (30) days' prior written notice to the Receiver.
10. Upon execution of this Agreement, and until this Agreement is terminated, the Auctioneer shall provide to the Receiver certificate(s) of insurance on standard forms regularly accepted in the industry certifying the Auctioneer's compliance with this section, as applicable. The Receiver's acceptance of such certificates or correspondence associated therewith shall not constitute a waiver, release or modification of the Auctioneer's requirements under this Agreement.
11. Auctioneer shall make commercially reasonable efforts to require all of its subcontractors to provide insurance coverage in accordance with this Agreement. The failure of any subcontractor to obtain and maintain the required insurance shall not in any way impact the obligations of the Auctioneer under this Agreement.

**SCHEDULE “C”  
AUCTIONEER’S TERMS AND CONDITIONS**

1. **Definitions**

- (a) “Claim” or “Claims” as applicable, means claims, demands, losses, liabilities, actions and proceedings (in each case whether threatened or actual), damages, costs and expenses (including without limitation all legal fees on a solicitor and its own client full indemnity basis);
- (b) “Buyer” means any bidder, auction participant or otherwise any purchaser of any Asset;
- (c) “Costs” means all expenses and costs (whether internal or out-of-pocket) incurred by the Auctioneer to conduct the Auction and include but are not limited to cost of any replacement parts, costs incurred in the maintenance, refurbishment or repair of Assets, merchant charges related to monies received from bank card payments or any other payments where extra charges apply to payee’s account, costs and expenses associated to rectify any deficiency in title to the Assets, and costs and expenses associated with the pursuit and/or prosecution of any delinquent Buyer, each as applicable; notwithstanding the foregoing, costs relating to conducting the auction (including, without limitation, auction set up and asset cataloguing), advertising, staffing, marketing, administrative expenses, transportation costs, and warehousing and storage costs, holding fees, rents, rates, utility charges and any other outgoings in relation to the Sold Assets being located at the Premises after the Removal Date where access to the Assets is provided in accordance with Section 3.2 shall not be charged to the Receiver and for certainty, is solely the responsibility of the Auctioneer (with the exception of costs related to environmental matters (unless such costs are negligently caused by the Auctioneer by its removal/retrieval/handling of the Assets from the Premises));
- (d) “Force Majeure” means an occurrence beyond the reasonable control of the Parties and which renders it commercially unreasonable for a Party to perform its obligations and includes without limiting the generality of the foregoing an act of God, war, revolution, insurrection, blockage, riot, strike, industrial or civil disturbances, fire, lightning, extreme and/or severe weather, storms, floods, shortage of labour or materials, provided that any lack of finances shall not be considered a Force Majeure at, after or prior to the close of the Auction. For greater certainty: (i) Force Majeure includes Material Adverse Change; (ii) the fact of the existence of the COVID-19 pandemic or any employee or agents of the Auctioneer contracting COVID-19 shall not constitute a Force Majeure, however government or regulatory restrictions or requirements implemented as a result of the COVID-19 pandemic may constitute a Force Majeure, as determined by the parties in agreement, acting reasonably; and (iii) “close of the Auction” means when the bid deadline for the Assets closes;

- (e) “Indemnifying Party” means any Party against whom a claim for indemnification is being asserted under this Agreement;
  - (f) “Material Adverse Change” means any material change in economic or regulatory conditions, the occurrence of which can reasonably be expected to have a material adverse effect on the value of the Assets prior to the close of the Auction; and
  - (g) “Prudent Industry Practice” means practices, methods, techniques, standards or acts commonly employed as good practices by persons providing auction and other services similar to those provided by the Auctioneer in North America, consistent with applicable laws, rules, regulations, and which evidence a degree of care, diligence and skill that an auctioneer, acting reasonably, and having responsibility for the auction of similar assets, would exercise in comparable circumstances. “Prudent Industry Practice” may be a spectrum of possible practices, methods, techniques, standards, or acts and not necessarily be an optimum practice, method, technique, standard, or act;
2. CONDUCT OF SALE: Auctioneer has the right, in its sole discretion, acting reasonably and after consultation with the Receiver, to (a) provide any appraisal of the Assets or assessment of the condition of the Assets to any prospective Buyer; (b) require and/or conduct any maintenance, refurbishment or repair of any and all of the Assets with a view to maximizing the resale value of such Assets, and to obtain and provide estimates in connection therewith; (c) consult any experts in connection with any appraisal, the Auction, the Assets or any matter provided herein; (d) prepare and distribute marketing, cataloguing, details, and descriptions of Assets; (e) add, group or offer other assets in conjunction with the Assets; (f) determine Auction date(s) (subject to the terms of this Agreement), forum, and venue for sale of the Assets; (g) determine the manner of conducting the Auction; (h) sell any and all of the Assets prior to the Auction, in which case itemized costs incurred pursuant to such sale may be provided upon request; (i) establish any reserve price in respect of any Asset, as the minimum price at which an Asset may be sold; (j) subject to any reserve price established or agreed to by Auctioneer, accept any bid from any Buyer; and (k) participate directly or indirectly in the Auction solely for the purposes of its own use or benefit and in compliance with applicable legislation and regulations in respect of the Auction.
3. No Consignor Bidding. The Receiver shall not, directly or indirectly, bid on any Asset to be auctioned pursuant hereto, in any such Auction. Without limiting Auctioneer’s remedies hereunder or at law, if the Receiver bids on any Asset, Auctioneer shall have the right, in its sole discretion, to (a) reject any such bid and treat the Auction as if such bid had not been submitted, and (b) charge the Receiver an administrative penalty equal to ten percent (10%) of the final sale price of such Asset (excluding Buyer’s Premium) which shall be considered a reasonable, genuine pre-estimate of damages and not a penalty.
4. COSTS: Receiver shall be liable for any Costs incurred by Auctioneer that are specifically directed and approved by the Receiver in advance and in writing with respect of the Assets and in connection with matters provided for hereunder or in the Agreement to which this Schedule is attached.

5. **MUTUAL INDEMNITY:** Each Party shall be liable to, and in addition, shall indemnify, the other Party and its directors, officers, employees and agents (collectively, the “**Indemnified Parties**”) from and against all Claims of whatsoever kind or nature incurred by, borne by or asserted against any Indemnified Party in any way arising from or related in any manner to (i) any breach of any of the Indemnifying Party’s representations and warranties contained in this Agreement; (ii) any breach or nonperformance of any covenant or obligation to be performed by the Indemnifying Party hereunder; (iii) any fraud, intentional misrepresentation or willful misconduct by the Indemnifying Party in connection with this Agreement or the transactions contemplated by this Agreement, except to the extent that such Claims resulted from: (a) willful misconduct or gross negligence of any Indemnified Party, (b) fraud of any Indemnified Party, (c) any action or inaction taken or not taken by any Indemnified Party in breach of this Agreement (including a failure to comply with the Prudent Industry Practice), or (d) any action or inaction taken or not taken by the Indemnified Parties which constitutes an illegal act.
6. **FORCE MAJEURE:** Notwithstanding anything herein, neither Party shall be liable for delay or obstruction of its ability to perform its obligations hereunder due to a Force Majeure. In the event of Force Majeure, the Parties may, upon mutual written agreement, amend, suspend or terminate this Agreement, each acting reasonably and should the agreement be terminated, the Deposit shall be returned to the Auctioneer (so long as the Agreement is not terminated due to the negligence or fault of the Auctioneer), and the Unsold Assets shall be the sole responsibility of the Receiver.
7. **COVID-19:** Notwithstanding anything herein, neither Party shall be liable for delay or obstruction of its ability to perform its obligations hereunder due to the COVID-19 or any other pandemic solely arising as a result of any new more stringent laws, regulations, directives, orders, or rules that are imposed after the date of this Agreement which materially adversely impact the ability of the Auctioneer to conduct the Auction. The COVID-19 pandemic is a rapidly evolving and fluid circumstance including, without limitation, guidance and directives from public authorities, and significant public health concerns, the economic and logistical implications of which may render it commercially unreasonable to perform this Agreement in the manner contemplated herein. In addition to any rights that the Auctioneer may have in respect of a Force Majeure and without limitation to the indemnities provided herein, the Parties upon mutual written agreement, each acting reasonably, may amend, suspend or terminate this Agreement, without liability to Auctioneer, should they determine at any time, that the COVID-19 pandemic or any other pandemic or related events or circumstances (only having occurred subsequently to the Proposal being issued) have rendered it commercially unreasonable to perform this Agreement in accordance with its terms and should the Agreement be terminated, the Deposit shall be returned to the Auctioneer (so long as the Agreement is not terminated due to the negligence or fault of the Auctioneer) and the Unsold Assets shall be the sole responsibility of the Receiver.
8. **AGGREGATE LIABILITY:** With the exception of Auctioneer’s liability for payment of the NMG and the Remaining Gross Sale Proceeds (if any), as defined herein, in no event shall the aggregate liability of Auctioneer or the Receiver under these Terms and Conditions, in tort or by any legal theory, whatsoever, for any Claim in any way relating

to these Terms and Conditions exceed the greater of (a) the amount of the Deposit, or (b) the insurance proceeds.

9. **WAIVER OF CONSEQUENTIALS:** In no event shall either Party be liable for any indirect, special, punitive, exemplary, or consequential damages or losses, loss of revenue, loss of profit, loss of business, economic loss, loss of opportunity, loss of reputation, loss of use, or anticipated savings on costs or expenses, regardless of whether such damages are considered direct, indirect or consequential whether in contract tort, statute, or any other legal theory or principle.
10. **UNSOLD OR FORFEITED ASSETS:** Any Unsold Assets or any Asset that is sold but for which the Buyer fails to complete the sale and which the Auctioneer does not subsequently elect to purchase shall be the sole responsibility of the Receiver.
11. **PROCEEDS:** All Gross Sale Proceeds of the Assets received by Auctioneer from the Buyer shall be held by Auctioneer in trust (which may not be comingled).

**SCHEDULE "D"**

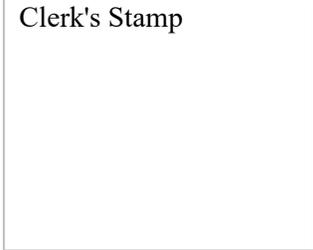
**POTENTIAL ADDITIONAL ASSETS TO BE INCORPORATED INTO SCHEDULE "A"  
& VALUE ALLOCATED TO SUCH ASSETS**

**NIL**

**SCHEDULE "E"**

**FORM OF SALE APPROVAL AND VESTING ORDER**

COURT FILE NUMBER 2201-01086  
COURT COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL CENTRE CALGARY  
APPLICANT **CANADIAN WESTERN BANK**



RESPONDENTS **BIG BEAR ENERGY RENTALS LTD.,  
1509571 ALBERTA LTD., 5556300  
MANITOBA LTD., BARRICADE  
ENVIRONMENTAL LTD., DIRECT  
ENVIRONMENTAL TECHNOLOGIES  
INC., JASON ROBERT LLOYD,  
KENNETH JOHN GEORGE  
CARSTAIRS, ROBERT CHRISTOPHER  
LLOYD and DANIEL ROBERTS**

DOCUMENT **APPROVAL AND VESTING ORDER  
(Sale by Receiver)**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT Robyn Gurofsky / Anthony Mersich  
Borden Ladner Gervais LLP  
1900, 520 3rd Ave. S.W.  
Calgary, AB T2P 0R3  
Telephone: (403) 232-9774 / (403) 232-9154  
Facsimile: (403) 266-1395  
Email: RGurofsky@blg.com / amersich@blg.com  
File No. 022910.000008

**DATE ON WHICH ORDER WAS PRONOUNCED: July 8, 2022**

**LOCATION WHERE ORDER WAS PRONOUNCED: Calgary Courts Centre – Calgary, Alberta**

**NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Justice K. Horner**

**UPON THE APPLICATION** by Alvarez & Marsal Canada Inc. in its capacity as the Court-appointed receiver and manager (the “**Receiver**”) of Big Bear Energy Rentals Ltd., 1509571 Alberta Ltd., 5556300 Manitoba Ltd., Barricade Environmental Ltd., and Direct Environmental Technologies Inc. (collectively, the “**Debtors**”) for an order approving the Auction and Liquidation Services Agreement (the “**Auction Agreement**”) between the Receiver and Maynards Industries II Canada Ltd. (the “**Auctioneer**”) dated June 27, 2022 and appended as Confidential Supplement 4 to the Second Report of the Receiver dated June 27, 2022 (the “**Report**”) and the transactions contemplated therein and providing the right to market,

sell or otherwise transfer the Debtors' right, title and interest in and to the assets described in the Auction Agreement set out at **Schedule "A"** attached hereto (the "**Transferred Assets**") to purchasers thereof on the Receiver's behalf and in accordance with the terms of the Auction Agreement;

**AND UPON HAVING READ** the Interim Receivership Order dated January 21, 2022 and the Enhanced Interim Receivership Order and Receivership Order dated February 4, 2022 (the "**Receivership Order**"), the Report and the Affidavit of Service of [NAME] dated [DATE]; **AND UPON HEARING** the submissions of counsel for the Receiver, counsel for Canadian Western Bank, counsel for Business Development Bank Canada, counsel for the Auctioneer and any other counsel in attendance;

**IT IS HEREBY ORDERED AND DECLARED THAT:**

**SERVICE**

1. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, and no other person is required to have been served with notice of this application, and time for service of this application is abridged to that actually given.

**APPROVAL OF TRANSACTIONS**

2. The Auction Agreement is hereby approved and the execution of the Auction Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the transactions contemplated by the Auction Agreement or for the conveyance of the Auctioned Assets to an Auction Purchaser (or its nominee) (each defined below at paragraph 4).

**VESTING OF PROPERTY**

3. The Auctioneer is permitted to market, sell or otherwise transfer the Transferred Assets to potential purchasers, pursuant to the terms of the Auction Agreement (the "**Auction**").
4. Any person who purchases a Transferred Asset through the Auction is referred to herein as an "Auction Purchaser" and a Transferred Asset purchased by an Auction Purchaser is referred to herein as an "Auctioned Asset."
5. Upon the Auctioneer completing a sale of an Auctioned Asset to an Auction Purchaser, and upon receipt of the purchase price by the Auctioneer and delivery by the Auctioneer of a bill of sale or similar evidence of purchase ("**Bill of Sale**") to such Auction Purchaser, all of: (i) the right, title and interest of those parties listed in **Schedule "B"** hereto (collectively, the "**Specified Parties**")

in and to; and (ii) the Debtors' right, title and interest in and to those Auctioned Assets shall vest absolutely in the name of that Auction Purchaser (or its nominee), free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, caveats, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing:

- (a) any encumbrances or charges created by the Receivership Order or any other orders granted in the within action or in the receivership estates of any of the Debtors;
- (b) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system; and
- (c) those Claims listed on **Schedule "C"** hereto (all of which are collectively referred to as the "**Encumbrances**"; and,

for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Auctioned Assets are expunged and discharged as against the Auctioned Assets upon the Auctioneer providing to the Auction Purchaser a Bill of Sale.

- 6. Nothing in this Order shall discharge the obligations of the Auctioneer set out in the Auction Agreement or otherwise, or the rights or claims of the Receiver in respect thereof, including the obligations of the Auctioneer to account for and remit the proceeds of sale from the Auction to the Receiver.
- 7. Upon delivery of the Bill of Sale, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, "**Governmental Authorities**") are hereby authorized, requested and directed to accept delivery of such Bill of Sale and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Auction Purchaser or its nominee clear title to the Auctioned Assets, including and without limiting the foregoing:
  - (a) The respective Registrars of the Alberta, Saskatchewan and British Columbia Personal Property Registries shall and are hereby directed to forthwith cancel and discharge any

registrations at the their respective Personal Property Registries (whether made before or after the date of this Order) claiming security interests in the estate or interest of the Specified Parties or the Debtors in any of the Auctioned Assets which are of a kind prescribed by applicable regulations as serial-number goods.

8. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Auction Agreement. Presentment of this Order and the Bill of Sale shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Auctioned Assets of any Claims including Encumbrances.
9. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Auctioned Assets is required for the due execution, delivery and performance by the Receiver of the Auction Agreement.
10. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Auctioned Assets (to be held in an interest bearing trust account by the Receiver) shall stand in the place and stead of the Auctioned Assets from and after delivery of the Bill of Sale and all Claims including Encumbrances shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Auctioned Assets and may be asserted against the net proceeds from sale of the Auctioned Assets with the same priority as they had with respect to the Auctioned Assets immediately prior to the sale, as if the Auctioned Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.
11. The Receiver shall be entitled to make a distribution and any subsequent distributions to Canadian Western Bank and Business Development Bank of Canada (together, the “**Lenders**”) from the net proceeds of sale of the Auctioned Assets held by the Receiver up to the amount of the indebtedness owed to the respective Lenders, subject to maintaining sufficient funds in the estate to address any Claims against any Auctioned Assets sold, any claims disputing title or ownership of the Auctioned Assets, and estate costs, provided that the Lenders agree on an allocation of receivership costs amongst them, to be provided by the Receiver. In the event the Lenders are unable to agree on such allocation to be presented, the Receiver shall return to Court for approval of such cost allocation prior to making any distributions to the Lenders.

12. Upon completion of the sale of Auctioned Assets to their respective Auction Purchasers pursuant to the Auction, or any subsequent auction held by the Auctioneer in accordance with the terms of the Auction Agreement, the Debtors and all persons who claim by, through or under the Debtors in respect of those Auctioned Assets, and all persons or entities having any Claims of any kind whatsoever in respect of those Auctioned Assets, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to those Auctioned Assets, and to the extent that any such persons or entities remain in the possession or control of any of those Auctioned Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to those Auctioned Assets, they shall forthwith deliver possession thereof to those Auction Purchaser (or its nominee).
13. The Auction Purchaser (or its nominee) shall be entitled to hold and enjoy its Auctioned Assets for its own use and benefit without any interference of or by the Debtors, or any person claiming by, through or against the Debtors.
14. The Auctioneer is authorized and permitted to use the Debtors' names and any of their intellectual or intangible property in connection with advertising and promoting the Auction.

#### **APPROVAL OF ACTIVITIES AND FEES**

15. The Receiver's accounts for fees and disbursements, as set out in the Report are hereby approved without the necessity of a formal passing of its accounts.
16. The accounts of the Receiver's legal counsel, Borden Ladner Gervais LLP, for its fees and disbursements, as set out in the Report are hereby approved without the necessity of a formal assessment of its accounts.
17. The Receiver's actions, conduct and activities as set out in the Report and in all of its other reports filed herein (including the First Report of the Interim Receiver dated February 1, 2022 and the First Report of the Receiver dated April 25, 2022), and the Statement of Receipts and Disbursements as attached to the Report and in all of its other reports filed herein, are hereby ratified and approved.

#### **MISCELLANEOUS MATTERS**

18. Notwithstanding:
  - (a) the pendency of these proceedings and any declaration of insolvency made herein;

- (a) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended (the “**BIA**”), in respect of the Debtors, and any bankruptcy order issued pursuant to any such applications;
- (b) any assignment in bankruptcy made in respect of the Debtors; and
- (c) the provisions of any federal or provincial statute:

the vesting of Auctioned Assets in the Auction Purchaser (or its nominee) pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtors and shall not be void or voidable by creditors of the Debtors, nor shall it constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

- 19. The Receiver, the Auctioneer and any Auction Purchaser (or its nominee) and any other interested party, shall be at liberty to apply for further advice, assistance and directions as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing any transaction for the purchase of Auctioned Assets pursuant to the Auction.
- 20. No action lies against the Receiver by reason of this Order, due to the performance of any act authorized by this Order, or in respect of the Auction.
- 21. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such order and to provide such assistance to the Receiver, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
- 22. Service of this Order shall be deemed good and sufficient by:
  - (a) Serving the same on:
    - (i) the persons listed on the service list created in these proceedings;
    - (ii) any other person served with notice of the application for this Order;
    - (iii) any other parties attending or represented at the application for this Order;
    - (iv) the Auctioneer or the Auctioneer’s solicitors; and

Posting a copy of this Order on the Receiver's website at:  
<https://www.alvarezandmarsal.com/content/big-bear-interim-receivers-reports>

and service on any other person is hereby dispensed with.

23. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

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Justice of the Court of Queen's Bench of Alberta

**Schedule "A"**

**TRANSFERRED ASSETS**

**Schedule “B”****Specified Parties**

The “Specified Parties” are the following:

- 602582 Alberta Ltd.
- Lorne Therriault
- Meridian Onecap Credit Corp.

**Schedule "C"****CLAIMS AND REGISTRATIONS TO BE DISCHARGED**

Any and all interests or claims of:

- TIP Fleet Services Canada Ltd.
- Business Development Bank of Canada
- Canadian Western Bank
- Hammertech Ltd.
- A/T Tire and Performance Ltd.
- Leading Edge Mechanical Ltd.
- Fountain Tire (Sylvan Lake) Ltd
- Folvik's Mechanical Services Ltd.
- JD Factors Corporation
- Blue Chip Leasing Corporation
- Meridian Onecap Credit Corp.
- 602582 Alberta Ltd.
- Lorne Therriault

## **Appendix F**

### **Receiver's Fees and Costs**

**Big Bear Energy et al. - in Receivership**

**Summary of Receiver's Fees and Disbursements ("Interim Period Billings") April 1, 2022 to May 31, 2022**

**Invoices subject to Court Approval**

Inv. No.	Period	Fees	Disbursements	Total Fees & Disbursements	GST	Total
#4	April 1, 2022 to April 30, 2022	151,798.00	640.60	152,438.60	7,621.93	160,060.53
#5	May 1, 2022 to May 31, 2022	123,212.00	6,955.16	130,167.16	6,508.36	136,675.52
	<b>Subtotal</b>	<b>275,010.00</b>	<b>7,595.76</b>	<b>282,605.76</b>	<b>14,130.29</b>	<b>296,736.05</b>

## **Appendix G**

### **Receiver's Counsel's Fees and Costs**

**Big Bear Energy et al. - in Receivership**  
**Summary of Receiver's Counsel's Fees and Disbursements ("Interim Period Billings")**  
**April 1, 2022 to May 31, 2022**

Invoices subject to Court Approval

Name	Inv. No.	Period	Fees	Disbursements	Total Fees & Disbursements	GST	Total
Borden Ladner Gervais LLP	698113043	April 1, 2022 to April 30, 2022	25,050.50	1,231.47	26,281.97	1,306.06	27,588.03
Borden Ladner Gervais LLP	698122523	May 1, 2022 to May 31, 2022	33,923.50	1,858.11	35,781.61	1,764.83	37,546.44
<b>Subtotal</b>			<b>\$ 58,974.00</b>	<b>\$ 3,089.58</b>	<b>\$ 62,063.58</b>	<b>\$ 3,070.89</b>	<b>\$ 65,134.47</b>
Name	Inv. No.	Period	Fees	Disbursements	Total Fees & Disbursements	GST	Total
McLennan Ross LLP	789062	April 1 2022 to April 29 2022	1,230.50	67.50	1,298.00	64.91	1,362.91
McLennan Ross LLP	793877	April 30, 2022 to June 14, 2022	4,357.00	71.80	4,428.80	221.44	4,650.24
<b>Subtotal</b>			<b>\$ 5,587.50</b>	<b>\$ 139.30</b>	<b>\$ 5,726.80</b>	<b>\$ 286.35</b>	<b>\$ 6,013.15</b>
<b>Total</b>			<b>\$ 64,561.50</b>	<b>\$ 3,228.88</b>	<b>\$ 67,790.38</b>	<b>\$ 3,357.24</b>	<b>\$ 71,147.62</b>