

**METRO PAVING AND ROADBUILDING LTD.,
METRO PAVING LTD., METRO PARS
CORPORATION and GRASSLANDS
OF BEISEKER DEVELOPMENT CORPORATION**

CLERK'S STAMP

COURT FILE NUMBER	2101 00809
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
APPLICANT	BANK OF MONTREAL
RESPONDENT	METRO PAVING AND ROADBUILDING LTD., METRO PAVING LTD., METRO PARS CORPORATION, and GRASSLANDS OF BEISEKER DEVELOPMENT CORPORATION
DOCUMENT	SECOND REPORT OF BDO CANADA LIMITED, IN ITS CAPACITY AS RECEIVER dated May 31, 2021
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Cassels Brock & Blackwell LLP Barristers and Solicitors 3810, Bankers Hall West 888 – 3 rd Street S.W. Calgary, Alberta T2P 5C5 Attention: Jeffrey Oliver / Danielle Marechal Telephone No.: 403-351-2921 Fax No.: 403-648-1151 Client File No.: 28677-31

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I. INTRODUCTION

1. BDO Canada Limited (“**BDO**”), was appointed as receiver and manager (the “**Receiver**”), of all of the assets, undertakings and properties (the “**Property**”) of Metro Paving and Roadbuilding Ltd., Metro Paving Ltd., Metro Pars Corporation and Grasslands of Beiseker Development Corporation (collectively as “**Metro Entities**” or the “**Companies**”), pursuant to an order (the “**Receivership Order**”) of the Honourable Madam Justice K.M. Eidsvik of the Court of Queen’s Bench of Alberta (the “**Court**”) dated January 20, 2021 (the “**Date of Appointment**”). A copy of the Receivership Order is attached hereto as **Appendix “A”**.
2. Pursuant to the order of the Honourable Justice D.R. Mah of the Court dated March 26, 2021 (the “**Sales Process Order**”), the Receiver was authorized to engage Jones Lang LaSalle Estate Services Inc. (“**JLL**”) and Mr. John Corcoran of Royal LePage Mission (“**Royal LePage**”) to offer certain of the Companies’ real estate assets for sale under a marketing and sales process established in the first report of the Receiver dated March 15, 2021 (the “**First Report**”) and apply for an order of the Court approving the sale of the Property and vesting in and to a purchaser all the Receiver’s right, title and interest in and those real estate assets. A copy of the Sales Process Order is attached hereto as **Appendix “B”**.
3. Pursuant to the order of the Honourable Justice D.R. Mah of the Court dated March 26, 2021 (the “**Auction Order**”), the Receiver was authorized to enter into an auction service agreement (the “**Auction Agreement**”) with Corporate Assets Inc. (“**Corporate Assets**”) to conduct an auction for the Companies’ rolling stock, construction equipment, and other smaller equipment/tools/office furniture (the “**Equipment**”) as outlined in the First Report. A copy of the Auction Order is attached hereto as **Appendix “C”**.
4. This Second Report and all other court materials and orders issued and filed in these receivership proceedings are available on the Receiver’s website <http://www.bdo.ca/en-ca/extranets/metrogroupofcompanies> (the “**Receiver’s Website**”) and will remain available for a period of six (6) months following the Receiver’s discharge.
5. Terms not otherwise defined herein shall have the meaning ascribed to them in the First Report.

II. PURPOSE OF REPORT

6. The purpose of this second report of the Receiver (the “**Second Report**”) is to
 - a) update the Court on these receivership proceedings, including the Receiver’s assignment of Metro Paving and Roadbuilding Ltd. (“**Metro Roadbuilding**”) into bankruptcy under the *Bankruptcy and Insolvency Act* (the “**BIA**”) in accordance with the Receiver’s powers under paragraph 3(s) of the Receivership Order; and
 - b) provide the Court with information in support of BDO’s application for advice and direction in its capacity as Receiver and trustee in bankruptcy of Metro Roadbuilding’s estate (in such capacity, the “**Trustee**”) with respect

to the ability of Trevcon Enterprises Ltd. (“**Trevcon**”) and PCL Construction Management Inc. (“**PCL**”) to make certain payments directly to the sub-subcontractors of Metro Roadbuilding and to set-off the amounts of those payments against amounts owing by Trevcon and PCL to Metro Roadbuilding’s estate.

III. QUALIFICATIONS

7. In preparing this Second Report, the Receiver has relied upon unaudited financial information, the Companies’ books and records, financial information prepared by the Companies and discussions with management (collectively, the “**Information**”). The Receiver has reviewed the Information for reasonableness, internal consistency, and use in the context in which it was provided, and in consideration of the nature of the evidence provided to this Court, in relation to the relief sought herein. The Receiver has not, however, audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards pursuant to the Chartered Professional Accountants of Canada Handbook and, as such, the Receiver expresses no opinion or other form of assurance in respect of the Information.
8. Unless otherwise noted, all monetary amounts contained in this Second Report are expressed in Canadian dollars (“**CAD**”).

IV. SECURED CREDITORS

9. As noted at paragraph 67 of the First Report, according to the Companies’ books and records, as at the Date of Appointment:
 - a) Metro Roadbuilding was indebted to BMO in the amount of approximately \$4.1 million;
 - b) Metro Paving was indebtedness to BMO in the amount of approximately \$2.7 million; and
 - c) Grasslands was indebted to BMO in the amount of approximately \$301,000.
10. The Receiver has obtained an independent written legal opinion (the “**Opinion**”) from Cassels Brock & Blackwell LLP (“**Cassels**”) with respect to the validity and enforceability of the Roadbuilding GSA, the Paving GSA, the Paving Mortgage, the Pars GSA and the Grasslands GSA held by BMO. Subject to the standard assumptions and qualifications, as well as certain additional qualifications contained in the Opinion, Cassels has advised:
 - a) BMO holds a valid and enforceable security interest in and to all of the personal property of the Metro Entities defined as “Collateral” in the Roadbuilding GSA, Paving GSA, Pars GSA and Grasslands GSA to which the *Personal Property Security Act (Alberta)* (the “**PPSA**”) applies, which security interest has been properly perfected in Alberta, subject to the potential priority claims listed described in the Opinion and summarized in the First Report under the heading “Other Secured Claims and Equipment Lessors”; and

- b) The Paving Mortgage held by BMO in the principal amount of \$3.2 million and registered against the Calgary Property creates a first in time financial charge in favour of BMO.

11. As noted at paragraph 69 of the First Report, Cassels did not provide an independent, legal opinion in relation to the Grasslands Mortgage. This is because Grasslands is the mortgagor of a mortgage dated November 1, 2012 with Horseshoe Contracting Ltd., Metro Roadbuilding, and Eclipse Geomatics & Engineering Ltd. as co-mortgagees (the "**Horseshoe Mortgage**"). The Horseshoe Mortgage is registered against title to the Grasslands Property. As Metro Roadbuilding is a co-mortgagee under the Horseshoe Mortgage, it is the view of Cassels and the Receiver that Cassels cannot provide an independent legal opinion in relation to the Horseshoe Mortgage or the Grasslands Mortgage.

12. As such, the Receiver engaged Burnett, Duckworth & Palmer LLP ("**BD&P**") as external counsel to provide an independent legal opinion on the Horseshoe Mortgage and the Grasslands Mortgage (the "**Grasslands Opinion**"). Subject to the standard assumptions and qualifications, BD&P has advised that the Grasslands Mortgage held by BMO in the principal amount of \$3 million and registered against the Grasslands Property is valid and enforceable.

V. CONTRACT RECEIVABLES, TREVCON INDEBTEDNESS AND PCL INDEBTEDNESS

13. As outlined in more detail the First Report, as at the Date of Appointment, Metro Roadbuilding was owed approximately \$4 million in contract receivables from 35 customers (the "**Customers**"). The foregoing contract receivables include the following:

- a) \$546,756.16 owing by Trevcon to Metro Roadbuilding in relation to the Morrin bridge project (the "**Morrin Project**"); and
- b) \$1,285,104.61 owing by PCL to Metro Roadbuilding in relation to the Whistlers campground project (the "**Whistlers Project**").

14. As also outlined in the First Report, as at the Date of Appointment, Metro Roadbuilding owed approximately \$7.2 million in outstanding non-related party accounts payable, of which approximately \$3.4 million was owed to trade vendors associated with the contract receivables.

15. Since the First Report, the Receiver has continued to attempt to collect on the outstanding contract receivables where possible through continued customer negotiation/discussion and/or claiming on labour and material payment bonds ("**L&M Bonds**") associated with certain of these projects.

16. Following a review of the Companies' records for L&M Bonds against which the Receiver was entitled to make a claim, the Receiver and its counsel determined that the Receiver was eligible to make a claim under the L&M Bonds associated with two projects: (1) L&M Bond number 917103488 (the "**Morrin Bond**"), which relates to the Morrin

Project and lists Trevcon as principal and Intact Insurance Company (“**Intact**”) as surety; and (2) L&M Bond number 6353748/90039519/8252-61-16 (the “**Whistlers Bond**”), which relates to the Whistlers Project and lists PCL as principal and Zurich Insurance Company Ltd., Travelers Insurance Company of Canada and Chubb Insurance Company of Canada (collectively, the “**Sureties**”) as sureties. Copies of the Morrin Bond and Whistlers Bond are attached as **Appendices “D”** and “**E**” respectively.

17. In addition to making demand for payment on Trevcon and PCL directly for amounts owing in relation to the Morrin Project and the Whistlers Project, the Receiver (via its counsel) issued (1) a notice of claim pursuant to the Morrin Bond on January 22, 2021; and (2) notice of claim under the Whistlers Bond on January 28, 2021. Copies of the notice of claim under the Morrin Bond and Whistlers Bond are attached as **Appendices “F”** and “**G**” respectively.
18. The Receiver also notified Metro Roadbuilding’s sub-subcontractors (“**Sub-subcontractors**”) of the existence of the Morrin Bond and the Whistlers Bond, along with other identified L&M bonds.
19. Updates about the status of the Receiver’s claims in relation to each of the Morrin Project and Whistlers Project as well as the communications with each of Trevcon and PCL are outlined below.

A. MORRIN PROJECT

20. On January 26, 2021, Intact provided counsel to the Receiver with a claim form in relation to the Morrin Bond. On February 9, 2021, counsel to the Receiver submitted a completed claim under the Morrin Bond (the “**Morrin Claim**”). A copy of the Morrin Claim is attached as **Appendix “H”**.
21. As noted previously, based on the books and records of Metro Roadbuilding, the Receiver understands that Metro Roadbuilding is owed approximately \$546,756.16 (the “**Trevcon Indebtedness**”) by Trevcon in relation to the Morrin Project.
22. On February 22, 2021, the Receiver received a correspondence from counsel to Trevcon (Rose LLP) advising that Sub-subcontractors had made claims under the Morrin Bond and that Trevcon takes the position that any amounts paid to the Sub-subcontractors under the Morrin Bonds will be set-off against the Trevcon Indebtedness. A copy of this correspondence is attached as **Appendix “I”**.
23. On March 2, 2021, the Receiver responded to Rose LLP advising of paragraph 9 of the Receivership Order, which stays set-off claims without leave of the Court, and indicating that the Receiver had concerns with proposed payments to Sub-subcontractors that would bypass Metro Roadbuilding’s estate. A copy of this correspondence is attached as **Appendix “J”**.

24. To the best of the Receiver's knowledge, the agreements between Trevcon and Metro Roadbuilding do not create a contractual right to set-off.
25. Commencing on March 3, 2021, counsel to the Receiver and counsel to Trevcon engaged in preliminary discussions regarding Trevcon's alleged set-off claim against the Trevcon Indebtedness. Based on these discussions, it is the Receiver's understanding that Trevcon is taking the following position:
- a) The definition of "claimant" under the Morrin Bond is broad enough to capture the Sub-subcontractors;
 - b) To the extent a Sub-subcontractor is a valid "claimant" under the Morrin Bond, Trevcon and Intact are jointly and severally liable to the Sub-subcontractors under the Morrin Bond;
 - c) The joint and several liability in the Morrin Bond permits or obligates Trevcon to pay the Sub-subcontractors directly, rather than paying Metro Roadbuilding's estate; and
 - d) Any amounts paid to Sub-subcontractors under the Morrin Bond can be set-off against the Trevcon Indebtedness.
26. The relevant provisions of the Morrin Bond are as follows:
- a) Her Majesty the Queen, in the Right of the Province of Alberta, herein represented by the Minister of Transportation, as Trustee ... for the use and benefit of claimants as hereinbelow defined, in the sum of \$10,611,447.49, to be paid to the Minister or his successors in office or to whom the said Minister or his successor may direct, and the said Principal and Surety bind themselves ... jointly and severally, to pay the said sum under the terms of these presents ... [emphasis added]
 - b) For the purposes of this bond: "claimant" means a person, including a body corporate, or a partnership, and the heirs, executors, administrators or other legal representatives of a person to whom the context can apply according to law, who has provided labour and material and who has not been paid for the same by the Principal or a subcontractor, in accordance with the Principal's or subcontractors' obligation to do so (...) [emphasis added].
27. From the Receiver's perspective, Trevcon's position raises several issues, which are summarized in detail under the heading "Potential Issues for Advice and Direction" below.

B. WHISTLERS PROJECT

28. As noted previously, based on the books and records of Metro Roadbuilding, the Receiver understands that PCL owes Metro Roadbuilding approximately \$1,285,104.61 (the “**PCL Indebtedness**”) in relation to the Whistlers Project. A copy of subcontract #90437018-OS (the “**PCL Subcontract**”) between Metro Roadbuilding and PCL is attached as **Appendix “K”**.
29. On February 9, 2021, counsel to the Receiver received correspondence from Reynolds Mirth Richards & Farmer LLP advising that they are acting as counsel to PCL and disputing that any amounts are owing by PCL to Metro Roadbuilding in relation to the Whistlers Project. More particularly, PCL asserted potential losses in the amount of \$1,780,195.30 (the “**Alleged PCL Set-Off Amount**”), which it claimed could be set-off against the PCL Indebtedness. A copy of this correspondence is attached as **Appendix “L”**.
30. The Alleged PCL Set-Off Amount includes several items of concern to the Receiver, which include without limitation, the following:
- a) alleged deficiencies, which PCL has not substantiated;
 - b) a “premium for a replacement trade contractor”, with no indication as to the scope of the replacement trade contractor and whether that scope and those payments overlap with the PCL Indebtedness; and
 - c) \$980,339.34 for unpaid amounts owing to Metro Roadbuilding’s Sub-subcontractors.
31. Counsel to the Receiver and counsel to PCL have communicated multiple times about the Alleged PCL Set-Off Amount. As at the date of this Report, the Receiver has not yet received sufficient information to substantiate whether PCL is entitled to its set-off claim at all or in quantum being alleged. Copies of this correspondence are attached as **Appendices “M”**.
32. The PCL Subcontract does contain a set-off provision at Article 12(c) of the General Conditions, which reads as follows:
- The Subcontractor hereby acknowledges and agrees that the Contractor may set-off against any obligation of the Contractor to the Subcontractor, and that the Contractor's obligation to pay the Subcontractor shall be reduced by, any claim of any nature or kind by the Contractor against the Subcontractor or any subsidiary or affiliate of the Subcontractor, whenever arising, whether liquidated or unliquidated, whether or not arising from or related to this Subcontract and including any claim against the Subcontractor by any other person which has been assigned at any time to the Contractor. Any right which the Subcontractor may have to assign rights under this Subcontract shall be subject to the Contractor's right of set-off as aforesaid and any rights acquired by any assignee shall be subject to the Contractor's right of set-off as aforesaid, whether the claim or claims of the

Contractor against the Subcontractor arise before, upon or after the assignment to the assignee, or before, upon or after the Contractor is notified of such assignment.

33. As with the Morrin Bond, counsel to PCL has suggested that, as a result of the language contained in the Whistlers Bond, PCL is entitled to pay the Sub-subcontractors directly and to set-off payments made to the Sub-subcontractors against the PCL Indebtedness.

34. The relevant provisions of the Whistlers Bond are as follows:

a) ... PCL Construction Management Inc., as Principal, hereinafter called the Principal ... are, subject to the conditions hereinafter contained, held and firmly bound unto Her Majesty the Queen in right of Canada as Obligee, hereinafter called the Crown, in the amount of Twenty Four Million Three Hundred Sixty Five Thousand Ninety Three and 37/100 dollars(\$24,365,093.37), lawful money of Canada, for payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successor and assigns, jointly and severally ... [emphasis added]

b) For the purpose of this bond, a Claimant is defined as one having a direct contract with the Principal or any Sub-Contractor of the Principal ... [emphasis added]

35. From the Receiver/Trustee's perspective, the positions taken by both PCL and Trevcon raise similar issues, which form the basis for the Receiver/Trustee's application for advice and direction and which are discussed below.

VI. POTENTIAL ISSUES FOR ADVICE AND DIRECTION

36. At a high-level, the Receiver/Trustee's concern is that if Trevcon and PCL pay the Sub-subcontractors directly, this will cause certain unsecured creditors (*i.e.* the Sub-subcontractors) to be preferred over both the secured creditors and other unsecured creditors of Metro Roadbuilding, which would (in the absence of some legal principle permitting such preferential treatment) be contrary to the distribution scheme provided for by federal insolvency legislation. In this instance, funds paid to the receivership/bankruptcy estate would, after satisfaction of any priority payables pursuant to the Receivership Order and BIA, be payable to the Bank of Montreal as the first in priority creditor.

37. From the Receiver/Trustee's perspective, the particular issues raised by Trevcon and PCL's positions can be summarized as follows:

a) Is the language in the Bonds broad enough to allow the Sub-subcontractors to make claims under the Morrin Bond and the Whistlers Bond?

- b) Does the "joint and several" language in the Bonds permit or obligate Trevcon or PCL to pay the Sub-subcontractors directly, rather than paying Metro Roadbuilding pursuant to their respective subcontracts?
 - c) If Trevcon/PCL are liable to pay both Metro Roadbuilding under the subcontracts and any "claimant" under the Bonds, under which agreement should Trevcon/PCL make payment? Does the existence of the receivership and bankruptcy influence the result?
 - d) If Trevcon/PCL make payment directly to the Sub-subcontractors, are Trevcon/PCL entitled to claim set-off against the estate of Metro Roadbuilding?
 - e) If Trevcon/PCL make payment to the estate, are Trevcon/PCL still liable to the Sub-subcontractors as "claimants" under the Morrin Bond and Whistlers Bond, respectively?
38. From the Receiver/Trustee's perspective, any arguments or proposed resolution to amounts owing to the receivership/bankruptcy estate that result in a deviation from the distribution scheme provided for under federal legislation (e.g., the BIA) need to be carefully considered and exceptions to the collective insolvency proceeding model are to be applied narrowly. Because this appears to be a relatively complex and novel issue, it is the Receiver/Trustee's view that the most appropriate course of action is for the Receiver/Trustee to bring this application for advice and direction, which would allow the affected stakeholders to fully argue their respective positions should they chose to do so. In support of its application for advice and direction, the Receiver/Trustee has also prepared a brief summarizing some of the relevant jurisprudence.
39. Due to the novel nature of the issue before the Court and the ability of affected stakeholders to independently advance positions in their own economic interest, the Receiver/Trustee is not taking a formal position on these issues at this time, although the Receiver/Trustee reserves its right to do so in the future depending on the positions taken by the interested parties.

VII. ASSIGNMENT OF METRO ROADBUILDING INTO BANKRUPTCY

40. On March 12, 2021, the Receiver received an invoice from the Workers' Compensation Board – Alberta in the amount of approximately \$38,000 for outstanding premiums relating to Metro Roadbuilding for the 2020 calendar year and from January 1-20, 2021 ("**Outstanding WCB Premiums**").
41. Section 3(s) of the Receivership Order authorizes the Receiver to assign any or all of the Metro Entities in bankruptcy.
42. As the Outstanding WCB Premiums would constitute a priority payable in the receivership proceedings, on May 12, 2021, the Receiver assigned Metro Roadbuilding into bankruptcy in order to convert the Outstanding WCB Premiums

into an unsecured claim. A certificate of appointment evidencing the assignment of Metro Roadbuilding into bankruptcy is attached as **Appendix “N”**.

43. Prior to the assignment, the Receiver's counsel discussed the assignment of Metro Roadbuilding into bankruptcy with the Bank of Montreal and its counsel and understands that the Bank of Montreal has no objections to the assignment.

All of which is respectfully submitted on the 31st day of May, 2021.

BDO Canada Limited in its capacity as Court-Appointed Receiver of the current and future assets, undertakings and properties of METRO PAVING AND ROADBUILDING LTD., METRO PAVING LTD., METRO PARS CORPORATION, and GRASSLANDS OF BEISEKER DEVELOPMENT CORPORATION and not in its personal or corporate capacity



Clark Lonergan, CPA, CA, CIRP, LIT
Senior Vice-President

Clerk's Stamp:



COURT FILE NUMBER
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COURT OF QUEEN'S BENCH OF ALBERTA COM Jan 20 2021
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JUDICIAL CENTRE OF

CALGARY

APPLICANT:

BANK OF MONTREAL

RESPONDENTS:

METRO PAVING AND ROADBUILDING LTD.,
METRO PAVING LTD., METRO PARS
CORPORATION and GRASSLANDS OF BEISEKER
DEVELOPMENT CORPORATION

DOCUMENT

CONSENT RECEIVERSHIP ORDER

CONTACT INFORMATION OF PARTY
FILING THIS DOCUMENT:

Torys LLP
4600 Eighth Avenue Place East
525 - Eighth Ave SW
Calgary, AB T2P 1G1

Attention: Kyle Kashuba
Telephone: + 1 403.776.3744
Fax: +1 403.776.3800
Email: kkashuba@torys.com
File No. 01405-7287

**DATE ON WHICH ORDER WAS
PRONOUNCED:**

January 20, 2021

**NAME OF JUDGE WHO MADE THIS
ORDER:**

Madam Justice K.M. Eidsvik

LOCATION OF HEARING:

Calgary, Alberta

UPON the application (the “**Application**”) of the Bank of Montreal (the “**Bank**”) in respect of Metro Paving and Roadbuilding Ltd., Metro Paving Ltd., Metro Pars Corporation and Grasslands of Beiseker Development Corporation (collectively, the “**Debtors**”, and individually, a “**Debtor**”); **AND UPON** having read the Application, the Affidavit of Michelle Madrigga dated January 18, filed; and the Affidavit of Service to be filed, filed; **AND UPON** reading the consent of BDO Canada Limited (“**BDO**”) to act as receiver and manager (the “**Receiver**”) of the Debtors, filed; **AND UPON** hearing counsel for the Bank, the Debtors, and any other interested parties that may be present; **IT IS HEREBY ORDERED AND DECLARED THAT:**

SERVICE

1. The time for service of the Application for this order (the “**Order**”) is hereby abridged and service thereof is deemed good and sufficient.

APPOINTMENT

2. Pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the “**BIA**”), and sections 13(2) of the *Judicature Act*, RSA 2000, c J-2, and 65(7) of the *Personal Property Security Act*, R.S.A. 2000, c. P-7, BDO is hereby appointed receiver and manager (“**Receiver**”), without security, of all of the Debtors' respective current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the “**Property**”).

RECEIVER'S POWERS

3. The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
 - (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
 - (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
 - (c) to manage, operate and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business,

cease to carry on all or any part of the business, or cease to perform any contracts of the Debtors;

- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (g) to settle, extend or compromise any indebtedness owing to or by the Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of any of the Debtors, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtors;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and provided further that nothing in this Order shall authorize the Receiver to defend or settle the action in which this Order is made unless otherwise directed by this Court;
- (k) to market any or all the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:
 - (i) without the approval of this Court in respect of any transaction not exceeding \$100,000, provided that the aggregate consideration for all such transactions does not exceed \$500,000; and

- (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,

and in each such case notice under subsection 60(8) of the *Personal Property Security Act*, RSA 2000, c P-7 or any other similar legislation in any other province or territory shall not be required.

- (m) to apply for any vesting order or other orders (including, without limitation, confidentiality or sealing orders) necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (o) to direct the Registrar of Land Titles of Alberta, or any other similar governmental authority, to register a copy of this Order and any other orders in respect of the Property against title to any of the Property, and when submitted by the Receiver for registration this Order shall be immediately registered by the Registrar of Land Titles of Alberta, or any other similar government authority, notwithstanding Section 191 of the *Land Titles Act*, RSA 2000, c L-4, or the provisions of any other similar legislation in any other province or territory, and notwithstanding that the appeal period in respect of this Order has not elapsed and the Registrar of Land Titles shall accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtors and not in its personal capacity;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have;

- (s) to assign any or all of the Debtors into bankruptcy or obtain a bankruptcy order in respect of any or all of the Debtors, if the Receiver determines that is appropriate and in the best interests of the estate; and
- (t) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtors, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. (i) The Debtors, (ii) all of their respective current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on their instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being “**Persons**” and each being a “**Person**”) shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.
5. All Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks or other data storage media containing any such information (the foregoing, collectively, the “**Records**”) in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph or in paragraph 5 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.
6. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for

the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names, and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

7. No proceeding or enforcement process in any court, tribunal or regulatory body (each, a **“Proceeding”**), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

8. No Proceeding against or in respect of the Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of each of the Debtors or the Property are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall: (i) prevent any Person from commencing a proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such proceeding is not commenced before the expiration of the stay provided by this paragraph 8; and (ii) affect a Regulatory Body’s investigation in respect of any of the Debtors or an action, suit or proceeding that is taken in respect of any of the Debtors by or before the Regulatory Body, other than the enforcement of a payment order by the Regulatory Body or the Court. **“Regulatory Body”** means a person or body that has powers, duties or functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a province.

NO EXERCISE OF RIGHTS OF REMEDIES

9. All rights and remedies of any Person, whether judicial or extra-judicial, statutory or non-statutory (including, without limitation, set-off rights) against or in respect of each of the Debtors or the Receiver or affecting the Property are hereby stayed and suspended and shall not be commenced, proceeded with or continued except with leave of this Court, including, without limitation, any rights or remedies or provisions in any agreement, construction, ownership and

operating agreement, joint venture agreement or any such similar agreement or agreements to which the Debtors is a party that purport to effect or cause a cessation of operatorship as a result of the occurrence of any default or non-performance by or the insolvency of the Debtors, the making or filing of these proceedings or any allegation, admission or evidence in these proceedings and under no circumstances shall the Debtors be replaced as operator pursuant to any such agreements without further order of this Court provided, however, that this stay and suspension does not apply in respect of any "eligible financial contract" (as defined in the BIA), and further provided that nothing in this Order shall:

- (a) empower any of the Debtors to carry on any business that the subject Debtor is not lawfully entitled to carry on;
 - (b) prevent the filing of any registration to preserve or perfect a security interest;
 - (c) prevent the registration of a claim for lien; or
 - (d) exempt the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment.
10. Nothing in this Order shall prevent any party from taking an action against the Applicant where such an action must be taken in order to comply with statutory time limitations in order to preserve their rights at law, provided that no further steps shall be taken by such party except in accordance with the other provisions of this Order, and notice in writing of such action be given to the Receiver at the first available opportunity.

NO INTERFERENCE WITH THE RECEIVER

11. No Person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, lease, licence or permit in favour of or held by the Debtors, without the written consent of the Receiver, or leave of this Court.

CONTINUATION OF SERVICES

12. All persons having:
- (a) statutory or regulatory mandates for the supply of goods and/or services; or
 - (b) oral or written agreements or arrangements with the Debtors, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation, services, utility or other services to the Debtors

are hereby restrained until further order of this Court from discontinuing, altering, interfering with, suspending or terminating the supply of such goods or services as may be required by the Debtors or exercising any other remedy provided under such agreements or arrangements. The Debtors shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the usual prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with the normal payment practices of the Debtors, or such other practices as may be agreed upon by the supplier or service provider and each of the Debtors and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

13. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

EMPLOYEES

14. Subject to employees' rights to terminate their employment, all employees of the Debtors shall remain the employees of the Debtors until such time as the Receiver, on the subject Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, SC 2005, c.47 ("**WEPPA**").
15. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, SC 2000, c 5, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such

information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. (a) Notwithstanding anything in any federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:
- (i) before the Receiver's appointment; or
 - (ii) after the Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.
- (b) Nothing in sub-paragraph (a) exempts a Receiver from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph.
- (c) Notwithstanding anything in any federal or provincial law, but subject to sub-paragraph (a) hereof, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, the Receiver is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order,
- (i) if, within such time as is specified in the order, within 10 days after the order is made if no time is so specified, within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, or during the period of the stay referred to in clause (ii) below, the Receiver:
 - A. complies with the order, or
 - B. on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;
 - (ii) during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (i) above, within 10 days after the order is made or within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, by,

- A. the court or body having jurisdiction under the law pursuant to which the order was made to enable the Receiver to contest the order; or
 - B. the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or
- (iii) if the Receiver had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

LIMITATION ON THE RECEIVER'S LIABILITY

17. Except for gross negligence or wilful misconduct, as a result of its appointment or carrying out the provisions of this Order the Receiver shall incur no liability or obligation that exceeds an amount for which it may obtain full indemnity from the Property. Nothing in this Order shall derogate from any limitation on liability or other protection afforded to the Receiver under any applicable law, including, without limitation, Section 14.06, 81.4(5) or 81.6(3) of the BIA.

RECEIVER'S ACCOUNTS

18. The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case, incurred at their standard rates and charges. The Receiver and counsel to the Receiver shall be entitled to the benefits of and are hereby granted a charge (the "**Receiver's Charge**") on the Property, which charge shall not exceed an aggregate amount of \$200,000.00, as security for their professional fees and disbursements incurred at the normal rates and charges of the Receiver and such counsel, both before and after the making of this Order in respect of these proceedings, and the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person but subject to section 14.06(7), 81.4(4) and 81.6(2) and 88 of the BIA.
19. The Receiver and its legal counsel shall pass their accounts from time to time.
20. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including the legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

21. The Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$300,000.00 (or such greater amount as this Court may by further order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges set out in sections 14.06(7), 81.4(4) and 81.6(2) and 88 of the BIA.
22. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
23. The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.
24. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.
25. The Receiver shall be allowed to repay any amounts borrowed by way of Receiver's Certificates out of the Property or any proceeds, including any proceeds from the sale of any assets without further approval of this Court.

ALLOCATION

26. Any interested party may apply to this Court on notice to any other party likely to be affected, for an order allocating the Receiver's Charge and Receiver's Borrowings Charge amongst the various assets comprising the Property.

GENERAL

27. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
28. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Receiver will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence. Any reports of the Receiver shall be filed by the Court Clerk notwithstanding that they do not include an original signature.
29. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.
30. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any foreign jurisdiction 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 orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Receiver in any foreign proceeding, or to assist the Receiver and its agents in carrying out the terms of this Order.
31. The Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
32. The Bank shall have its costs of this Application, up to and including entry and service of this Order, provided for by the terms of the Bank's security or, if not so provided by the Bank's security, then on a substantial indemnity basis, including legal costs on a solicitor-client full indemnity basis, to be paid by the Receiver from the Debtors' estate with such priority and at such time as this Court may determine.
33. Any interested party may apply to this Court to vary or amend this Order on not less than 7 days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

FILING

34. The Receiver shall establish and maintain a website in respect of these proceedings at <https://www.bdo.ca/en-ca/extranets/MetroGroupOfCompanies> (the “**Receiver’s Website**”) and shall post there as soon as practicable:

- (a) all materials prescribed by statute or regulation to be made publically available; and
- (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, or served upon it, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.

35. 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 or otherwise served with notice of 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; and
- (b) posting a copy of this Order on the Receiver’s Website

and service on any other person is hereby dispensed with.


36. 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.



Justice of the Court of Queen’s Bench of Alberta

CONSENTED TO BY:

FIELD LAW

Per: 

Trevor Batty
Counsel to Metro Paving and
Roadbuilding Ltd., Metro Paving Ltd.,
Metro Pars Corporation and
Grasslands of Beiseker Development
Corporation

SCHEDULE "A"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

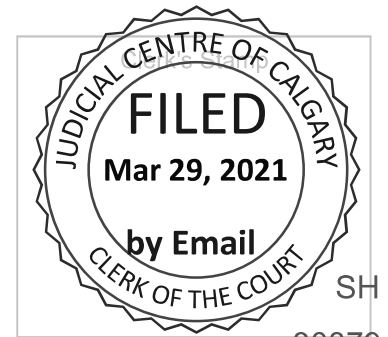
1. THIS IS TO CERTIFY that BDO Canada Limited ("**BDO**"), in its capacity as the Court-appointed receiver and manager (the "**Receiver**") of all of the assets, undertakings and properties of Metro Paving and Roadbuilding Ltd., Metro Paving Ltd., Metro Pars Corporation and Grasslands of Beiseker Development Corporation, appointed by Order of the Court of Queen's Bench of Alberta (the "**Court**") dated the 20th day of January, 2021 (the "**Order**") made in action number _____, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [**daily**] [**monthly not in advance on the ● day of each month**] after the date hereof at a notional rate per annum equal to the rate of [**●**] per cent above the prime commercial lending rate of Bank of Montreal from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at 350 – 7 Avenue SW, 2nd Floor Calgary, AB T2P 3N9.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.
7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, 2021.

BDO CANADA LIMITED, solely in its capacity as Receiver of the Property (as defined in the Order), and not in its personal capacity

Per: _____
Name:
Title:

COURT FILE NO.: 2101-00809
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
PLAINTIFF BANK OF MONTREAL
DEFENDANTS METRO PAVING AND ROADBUILDING LTD., METRO PAVING LTD.,
METRO PARS CORPORATION and GRASSLANDS OF BEISEKER
DEVELOPMENT CORPORATION



30879

DOCUMENT **ORDER APPROVING SALES PROCESS, ACTIONS OF RECEIVER,
ETC.**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
Cassels Brock & Blackwell LLP
Suite 3810, Bankers Hall West
888 3rd Street SW
Calgary, Alberta, T2P 5C5
Telephone: (403) 351-2921
Facsimile: (403) 648-1151
Email: joliver@cassels.com / dmarechal@cassels.com
File No.: 28677-31

Attention: Jeffrey Oliver / Danielle Marechal

DATE ON WHICH ORDER WAS PRONOUNCED: March 26, 2021
NAME OF JUSTICE WHO MADE THIS ORDER: Justice D.R. Mah
LOCATION OF HEARING: Edmonton, Alberta

UPON THE APPLICATION OF BDO Canada Limited, in its capacity as receiver and manager (in such capacity, the “**Receiver**”) of the assets, undertakings and properties of Metro Paving and Roadbuilding Ltd. (“**Roadbuilding**”), Metro Paving Ltd. (“**Paving**”), Metro Pars Corporation (“**Pars**”) and Grasslands of Beiseker Development Corporation (“**Grasslands**” and together with Roadbuilding and Pars, the “**Companies**”) for an Order, among other things, (i) approving of the conduct and activities of the Receiver; (ii) approving the Receiver’s interim statements of receipts and disbursements; (iii) approving the professional fees and disbursements; and (v) approving the proposed marketing and sale of certain of the Companies’ real estate assets on terms substantially similar to the listing proposals submitted by Jones Lang LaSalle Real Estate Services Inc. (“**JLL**”) and Mr. John Corcoran of Royal LePage Mission (“**Royal LePage**”); **AND UPON HAVING** read the Receivership Order pronounced on January 20, 2021, the First Report of the Receiver dated March 15, 2021 (the “**Report**”), the Confidential

Supplement to the Report dated March 15, 2021 (the “**Confidential Supplement**”) and the Affidavit of Service of Richard Kay, sworn March 24, 2021; **AND UPON HEARING** counsel for the Receiver, counsel to the Bank of Montreal and all other interested parties present;

IT IS HEREBY ORDERED THAT:

1. Service 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.
2. Terms not otherwise defined herein shall have the meaning ascribed to them in the Report.

Approval of Sales Process

3. The Sales Process is hereby approved, and the Receiver is authorized but not obliged to enter into listing agreements with each of JLL and Royal LePage on terms that are substantially similar to those contained in the Appendices “G” and “H” to the Confidential Supplement.
4. The Receiver is hereby authorized to take such additional steps and execute such additional documents as may be necessary or desirable to implement the Sales Process and do all things as are reasonably necessary to conduct and give full effect to the Sales Process and carry out its obligations thereunder.

Actions of the Receiver

5. The Receiver’s activities as set out in the Receiver’s Report and Confidential Supplement, including without limitation the Statement of Receipts and Disbursements as attached to the Receiver’s Report, are hereby ratified and approved.

Approval of Professional Fees

6. The Receiver’s accounts for fees and disbursements for the period of January 12, 2021 to February 28, 2021, as set out in the Receiver’s Report are hereby approved without the necessity of a formal assessment of its accounts.
7. The accounts of the Receiver’s legal counsel, Cassels Brock & Blackwell LLP, for its fees and disbursements for the period of January 13, 2021 to February 28, 2021, as set out in the Receiver’s Report are hereby approved without the necessity of a formal assessment of its accounts.

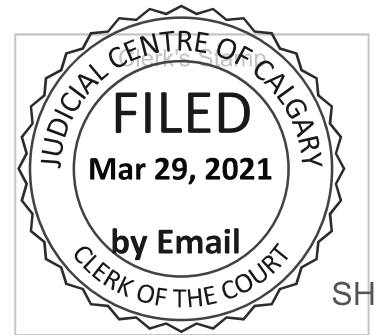
Service

8. Service of this order shall be deemed good and sufficient by serving same on the persons listed on the service list in these proceedings and by posting a copy of it on the Receiver's website at: <http://www.bdo.ca/en-ca/extranets/metrogroupofcompanies>.
9. Service of this order on any party not listed on the service list for this application is hereby dispensed with.



J.C.Q.B.A

COURT FILE NO.: 2101-00809
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
PLAINITIFF BANK OF MONTREAL
DEFENDANTS METRO PAVING AND ROADBUILDING LTD., METRO PAVING LTD.,
METRO PARS CORPORATION and GRASSLANDS OF BEISEKER
DEVELOPMENT CORPORATION



DOCUMENT **ORDER APPROVING AUCTION AGREEMENT**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
Cassels Brock & Blackwell LLP
Suite 3810, Bankers Hall West
888 3rd Street SW
Calgary, Alberta, T2P 5C5
Telephone: (403) 351-2921
Facsimile: (403) 648-1151
Email: joliver@cassels.com / dmarechal@cassels.com
File No.: 28677-31

Attention: Jeffrey Oliver / Danielle Marechal

DATE ON WHICH ORDER WAS PRONOUNCED: March 26, 2021
NAME OF JUSTICE WHO MADE THIS ORDER: Justice D.R. Mah
LOCATION OF HEARING: Edmonton, Alberta

UPON THE APPLICATION OF BDO Canada Limited, in its capacity as receiver and manager (in such capacity, the “**Receiver**”) of the assets, undertakings and properties of Metro Paving and Roadbuilding Ltd. (“**Roadbuilding**”), Metro Paving Ltd. (“**Paving**”), Metro Pars Corporation (“**Pars**”) and Grasslands of Beiseker Development Corporation (“**Grasslands**” and together with Roadbuilding and Pars, the “**Companies**”) for an Order, among other things, (i) authorizing the Receiver to enter into an auction services agreement (the “**Auction Agreement**”) with Corporate Assets Inc. (the “**Auctioneer**”) on terms that are substantially similar to the auction proposal submitted by the Auctioneer on February 19, 2021 (the “**Auction Proposal**”); and (ii) authorizing the Auctioneer to conduct an auction in accordance with terms substantially similar to the Auction Proposal (the “**Auction**”); **AND UPON HAVING** read the Receivership Order pronounced on January 20, 2021, the First Report of the Receiver dated March 15, 2021 (the “**Report**”), the Confidential Supplement to the Report dated March 15, 2021 (the “**Confidential**”

Supplement") and the Affidavit of Service of Richard Kay, sworn March 24, 2021; **AND UPON HEARING** counsel for the Receiver, counsel to the Bank of Montreal and all other interested parties present;

IT IS HEREBY ORDERED THAT:

1. Service 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 Auction Agreement

2. The Receiver is hereby authorized but not obliged to enter into the Auction Agreement on terms that are substantially similar to those contained in the Auction Proposal.
3. 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 Auction.
4. Upon:
 - (a) the Auctioneer completing a sale to a purchaser (each a "**Purchaser**") at the Auction of the Companies' property (each a "**Purchased Asset**");
 - (b) receipt by the Auctioneer from such Purchaser of the purchase price determined at the Auction; and
 - (c) delivery by the Auctioneer to such Purchaser of a bill of sale or similar evidence of purchase and sale (each, a "**Purchaser's Bill of Sale**"),

(each an "**Auction Transaction**" and collectively, the "**Auction Transactions**")

all of the Companies' right, title and interest in and to the Purchased Assets purchased by such Purchaser at the Auction and described in such Purchaser's Bill of Sale shall vest absolutely in the name of such Purchaser (or its nominee), free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgments, 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:

- (i) any encumbrances or charges created by the Receivership Order; and

- (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act*, RSA 2000, c P-7 or any other personal property registry system;

and, for greater certainty, this Court orders that all of the encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

5. From and after the closing of each of the Auction Transactions (including the payment of the purchase price by the Purchaser to the Auctioneer), the Receiver or the Auctioneer are authorized to discharge from the Personal Property Registry any claim registered against any of the personal property being purchased by the Purchaser, to the extent the security interest is registered against the interest of the Companies.
6. Upon the completion of all of the Auction Transactions to the satisfaction of the Receiver, the Receiver shall file a certificate substantially in the form attached hereto as Schedule "A" certifying that the Auction Transactions have closed.
7. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets at the Auction (to be held in a trust account by the Receiver) shall stand in the place and stead of the Purchased Assets, and from and after the delivery of the Purchaser's Bill of Sale all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to their sale at Auction, as if the Purchased 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. Unless otherwise ordered (whether before or after the date of this Order), the Receiver shall not make any distributions to creditors of net proceeds from sale of the Purchased Assets without further order of this Court, provided however the Receiver may apply any part of such net proceeds to repay any amounts the Receiver has borrowed for which it has issued a Receiver's Certificate pursuant to the Receivership Order.
8. The Purchaser (and its nominee, if any) shall, by virtue of the completion of the Auction Transaction, have no liability of any kind whatsoever in respect of any Claims against the Companies.
9. The Companies and all persons who claim by, through or under the Companies in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased 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 or other Claim whatsoever in respect of or to the Purchased Assets and, to the extent that any such persons or entities remain in possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchases Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).

10. The Purchaser (or its nominee) shall be entitled to enter into and upon and/or hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the Companies, or any person claiming by or through or against the Companies.

Miscellaneous Matters

11. Notwithstanding:
 - (a) the pendency of these proceedings and any declaration of insolvency made herein;
 - (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, RSC 1985 c B-3 (the "**BIA**") in respect of the Companies and any bankruptcy order issued pursuant to such applications;
 - (c) any assignment in bankruptcy made in respect of the Companies; and
 - (d) the provisions of any federal statute:

the vesting of each of the Purchased Assets in its respective Purchaser (or its nominee) pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Companies and shall not be void or voidable by creditors of the Companies, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, 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.

12. The Receiver, the Purchaser (or its nominee) and any other interested party, shall be at liberty to apply for further advice, assistance and direction 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 the Auction Transactions.
13. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or 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 orders 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.

14. Service of this order shall be deemed good and sufficient by serving same on the persons listed on the service list in these proceedings and by posting a copy of it on the Receiver's website at: <http://www.bdo.ca/en-ca/extranets/metrogroupofcompanies>.
15. Service of this order on any party not listed on the service list for this application is hereby dispensed with.



J.C.Q.B.A

LABOUR AND MATERIAL PAYMENT BOND

Bond No. 917103488 Amount \$10,611,447.49 Contract No. 14083
(50% of contract price)

Project: CONSTRUCT STRUCTURAL STEEL OR PRECAST CONCRETE GIRDER BRIDGE; DEMOLITION OF
EXISTING BRIDGE STRUCTURE AND OTHER WORK - GRADING GRANULAR BASE COURSE ASPHALT
CONCRETE PAVEMENT AND OTHER WORK

KNOW ALL PERSONS BY THESE PRESENTS THAT

TREVCON ENTERPRISES LTD.

(Principal)

of the CITY of CALGARY in the
Province of Alberta, as Principal (hereinafter called "the Principal"),

- and -

INTACT INSURANCE COMPANY

(Surety)

of the CITY of VANCOUVER
in the Province of BC (hereinafter called the "Surety"), a surety authorized to transact business in the Province
of Alberta, are held and firmly bound unto:

HER MAJESTY THE QUEEN, in the Right of the Province of Alberta, herein represented by the Minister of Transportation, as Trustee, (hereinafter called "the Minister") for the use and benefit of claimants as hereinbelow defined, in the sum of TEN MILLION SIX HUNDRED ELEVEN THOUSAND FOUR HUNDRED FORTY SEVEN 49/100 dollars (\$ 10,611,447.49), to be paid to the Minister or his successors in office, or to whom the said Minister or his successors may direct, and the said Principal and Surety bind themselves and each of them and their respective successors, heirs, executors, administrators and assigns jointly and severally, to pay the said sum under the terms of these presents:

WHEREAS the Principal has entered into a written Contract (hereinafter called "the Contract") with the Minister, dated the 27TH day of JULY, A.D. 20 17, being Contract No. 14083, and which Contract is by reference made a part hereof (date to be filled in by the Department);

AND WHEREAS it is a term of the Contract that a Labour and Material Payment Bond be provided in favour of the Minister, as contained herein;

NOW THEREFORE the conditions of this obligation are such that if the Principal shall make payment to all claimants for all labour and material used or reasonably required for use in the performance of the Contract and should such payment be properly made, then this obligation shall be null and void; otherwise, this obligation and these conditions will remain in full force and effect, subject to the following conditions:

1. For the purpose of this bond:

(a) "claimant" means a person, including a body corporate, or a partnership, and the heirs, executors, administrators or other legal representatives of a person to whom the context can apply according to law, who has provided labour and material and who has not been paid for the same by the Principal or a subcontractor, in accordance with the Principal's or subcontractor's obligation to do so, provided that a person who rents equipment to the Principal

or a subcontractor to be used in performance of the Contract under a contract which provides that all or a part of the rent is to be applied towards the purchase price thereof, shall only be a claimant to the extent of the prevailing Alberta Roadbuilders & Heavy Construction Association rental rates for the period during which the equipment was used in the performance of the Contract.

(b) "labour and material" means labour, equipment, materials and services used or reasonably required for use in the performance of the Contract.

(c) "services" means water, gas, electrical power, light, heat, oil, gasoline, steam, telephone, architectural, engineering and technical services, construction camp rental and catering, and other similar services, consumed or incurred, by the Principal or a subcontractor, at the Place of the Work and in the performance of the Work of the Contract.

(d) "subcontractor" means

(i) a person not contracting directly with the Minister, but contracting with a contractor who holds a contract with the Minister, for the provision of labour and material, and

(ii) a person contracting with the person first mentioned in subclause (i) for the provision of labour and material.

2. The Surety acknowledges and agrees that Surety means a person who guarantees to the Crown the payment of creditors.

3. The Principal and the Surety hereby jointly and severally agree with the Minister, as Trustee, that every claimant who has not been paid as provided for under the terms of his contract with the Principal or subcontractor before the expiration of a period of 90 days after the date on which the last of such claimant's work or labour was done or performed or materials were furnished by such claimant, may, as beneficiary of the trust herein provided for, sue on this Bond, prosecute the suit to final judgement for such sum or sums as may be justly due to such claimant under the terms of his contract with Principal or subcontractor, and have execution thereon; provided that the Minister is not obliged to do or take any act, action or proceeding against the Surety on behalf of any claimant to enforce the provisions

of this Bond. If any act, action or proceeding is taken either in the name of the Minister or by joining the Minister as a party to such proceeding, then such act, action or proceeding shall be taken on the understanding and basis that the claimant who takes such act, action or proceeding shall indemnify and save harmless the Minister against all costs, charges and expenses or liabilities incurred thereon and any loss or damage resulting to the Minister by reason thereof; provided still further that, subject to the foregoing terms and conditions, a claimant may use the name of the Minister to sue on and enforce the provisions of this Bond.

4. No suit or action shall be commenced pursuant to clause 3 hereof by any claimant unless such claimant shall give notice within the time limits hereinafter set forth, to each of the Principal, Surety and Minister, stating the amount that is claimed. Such notice shall be served by mailing the same to the Principal, Surety and Minister at the addresses shown in this bond, or served in any manner in which legal process may be served in the Province of Alberta. Such notice shall be given:

(a) in respect of any claim for the amount or any portion thereof required to be held back from the claimant by the Principal or subcontractor under the terms of the claimant's contract with the Principal or subcontractor, within 120 days after such claimant should have been paid in full under the claimant's contract with the Principal or subcontractor,

(b) in respect of any claim other than for the holdback or portion thereof, referred to above, within 120 days after the date upon which such claimant did or performed the last of the work, or furnished the last materials for which such claim was made under the claimant's contract.

5. Any suit by a claimant under this Bond shall be instituted before the expiration of 1 year from the date on which the Principal ceased work on the Contract, including work under the guarantees and warranties provided in the Contract, and shall be instituted in a court of

competent jurisdiction in the Province of Alberta.

6. Upon receipt, at the address shown in this bond, by the Surety, of a notice of claim from a claimant, the Surety shall:

(a) immediately commence its investigation of the claim, and
(b) within 15 days, send, in writing, to the claimant and the Minister, an acknowledgment of the notice of claim and a statement of the procedures to be followed by the claimant in order to attempt to settle the claim.

7. Pursuant to clause 6. hereof and following compliance with the procedures referred to in clause 6. and;

(a) providing the claim is not being disputed, the Surety or the Principal, or both, shall make payment to the claimant within 30 days after the date of agreement on the quantum of the claim; or

(b) in the event the claim is being disputed, the Surety or the Principal, or both, shall, within 30 days, notify, in writing, the claimant and the Minister of the dispute, setting out the grounds of dispute.

8. Any material change in the Contract between the Principal and the Minister shall not prejudice the rights or interests of any claimant under this Bond, who is not instrumental in bringing about or has not caused such change.

9. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith, and in accordance with the provisions hereof, by the Surety.

10. Where the aggregate of claims appears to the Minister to exceed the sum of the bond amount and money due and payable to the Principal, the Minister and the Surety may agree to suspend payment until all claimants have substantiated their claims.

11. The Surety shall not be liable for a greater sum than the maximum amount specified in this Bond.

ADDRESS FOR NOTICES shall be:

MINISTER

at Alberta Transportation, Program Management Branch, 1st Floor, Twin Atria Building, 4999 - 98 Avenue, Edmonton, Alberta T6B 2X3.

PRINCIPAL at 39 HAMPTONS DR NW CALGARY, AB T3A 5H7

SURETY at 200-999 W.HASTINGS ST., VANCOUVER, BC V6C 2W2

IN WITNESS WHEREOF the Principal and the Surety have signed and sealed this Bond, this 21ST day of AUGUST, 20 17.

SIGNED, SEALED and DELIVERED by the Principal in the Presence of

TREVCON ENTERPRISES LTD.

(seal)

WITNESS TO PRINCIPAL

Principal

SIGNED, SEALED and DELIVERED by the Surety in the Presence of

INTACT INSURANCE COMPANY

(seal)

WITNESS TO SURETY

Surety



Labour and Material Payment Bond

Amount
\$ 24,365,093.37

KNOW ALL MEN BY THESE PRESENTS, that PCL CONSTRUCTION MANAGEMENT INC. as Principal,
hereinafter called the Principal, and ZURICH INSURANCE COMPANY LTD, TRAVELERS INSURANCE COMPANY OF CANADA
and CHUBB INSURANCE COMPANY OF CANADA as Surety, hereinafter
called the Surety, are, subject to the conditions hereinafter contained, held and firmly bound unto Her Majesty the Queen in
right of Canada as Oblige, hereinafter called the Crown,

in the amount of TWENTY FOUR MILLION THREE HUNDRED SIXTY FIVE THOUSAND NINETY THREE AND 37/100
dollars (\$24,365,093.37), lawful money of Canada, for the payment of which sum, well and truly to be made,
the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

SIGNED AND SEALED this 27 day of JUNE, 2019.

WHEREAS, the Principal has entered into a Contract with the Crown, dated the 21 day of JUNE, 2019,
for PROJECT NO. 727, CONTRACT NO. 5P423-180931/001/PWU - WHISTLER CAMPGROUND UPGRADES, JASPER, AB
which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that, if payment is promptly made to all Claimants
who have performed labour or services or supplied material in connection with the Contract and any and all duly authorized
modifications and extensions of the Contract that may hereafter be made, notice of which modifications and extensions to the
Surety being hereby waived, then this obligation shall be void; otherwise it shall remain in full force and effect, subject,
however, to the following conditions:

1. For the purpose of this bond, a Claimant is defined as one having a direct contract with the Principal or any Sub-Contractor of the Principal for labour, material or both, used or reasonably required for use in the performance of the Contract, labour and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone services or rental of equipment (but excluding rental of equipment where the rent pursuant to an agreement is to be applied towards the purchase price thereof) directly applicable to the Contract.
2. For the purpose of this Bond, no payment is required to be made in respect of a claim for payment for labour or services performed or material supplied in connection with the Contract that represents a capital expenditure, overhead or general administration costs incurred by the Principal during the currency or in respect of the Contract.
3. The Principal and the Surety hereby jointly and severally agree with the Crown that if any Claimant has not been paid as provided for under the terms of his contract with the Principal or a Sub-Contractor of the Principal before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's labour or service was done or performed or materials were supplied by such Claimant, the Crown may sue on this bond, have the right to prosecute the suit to final judgment for such sum or sums as may be due and have execution thereon; and such right of the Crown is assigned by virtue of Part VIII of the Financial Administration Act to such Claimant.
4. For the purpose of this bond the liability of the Surety and the Principal to make payment to any claimant not having a contract directly with the Principal shall be limited to that amount which the Principal would have been obliged to pay to such claimant had the provisions of the applicable provincial or territorial legislation on lien or privileges been applicable to the work. A claimant need not comply with provisions of such legislation setting out steps by way of notice, registration or otherwise as might have been necessary to preserve or perfect any claim for lien or privilege which the claimant might have had. Any such claimant shall be entitled to pursue a claim and to recover judgment hereunder subject to the terms and notification provisions of the Bond.
5. Any material change in the Contract between the Principal and the Crown shall not prejudice the rights or interest of any Claimant under this Bond who is not instrumental in bringing about or has not caused such change.


6. No suit or action shall be commenced hereunder by any Claimant:
- (a) Unless such Claimant shall have given written notice within the time limits hereinafter set forth to the Principal and the Surety above named, stating with substantial accuracy the amount claimed. Such notice shall be served by mailing the same by registered mail to the Principal and the Surety at any place where an office is regularly maintained for the transaction of business by such persons or served in any manner in which legal process may be served in the Province or other part of Canada in which the subject matter of the Contract is located. Such notice shall be given
 - (i) in respect of any claim for the amount or any portion thereof required to be held back from the Claimant by the Principal or by the Sub-Contractor of the Principal under either the terms of the Claimant's Contract with the Principal or the Claimant's Contract with the Sub-Contractor of the Principal within one hundred and twenty (120) days after such Claimant should have been paid in full under this Contract;
 - (ii) in respect of any claim other than for the holdback or portion thereof referred to above within one hundred and twenty (120) days after the date upon which such Claimant did or performed the last of the service, work or labour or furnished the last of the materials for which such claim is made under the Claimant's Contract with the Principal or a Sub-Contractor of the Principal
 - (b) After the expiration of one (1) year following the date on which the Principal ceased work on the said Contract, including work performed under the guarantees provided in the Contract;
 - (c) Other than in a court of competent jurisdiction in the province or district of Canada in which the subject matter of the Contract or any part thereof is situated and not elsewhere, and the parties hereto hereby agree to submit to the jurisdiction of such court.
7. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.
8. The Surety shall not be entitled to claim any moneys relating to the Contract and the liability of the Surety under this Bond shall remain unchanged and, without restricting the generality of the foregoing, the Surety shall pay all valid claims of Claimants under this Bond before any moneys relating to the Contract held by the Crown are paid to the Surety by the Crown.
9. The Surety shall not be liable for a greater sum than the amount specified in this bond.

IN TESTIMONY WHEREOF, the Principal has hereto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its authorized signing authority, the day and year first above written.


SIGNED, SEALED AND DELIVERED in the presence of:
PCL CONSTRUCTION MANAGEMENT INC.


Tom Zavediuk
Manager Finance & Administration

Principal




Witness

ZURICH INSURANCE COMPANY LTD
TRAVELERS INSURANCE COMPANY OF CANADA
CHUBB INSURANCE COMPANY OF CANADA


Deanna Brewer
Attorney-In-Fact
Surety

Note: Affix Corporate seal if applicable.





Amount \$ 24,365,093.37

Performance Bond

KNOW ALL MEN BY THESE PRESENTS, that (insert principal name) PCL CONSTRUCTION MANAGEMENT INC. as Principal, hereinafter called the Principal, and ZURICH INSURANCE COMPANY LTD. AND TRAVELERS INSURANCE COMPANY OF CANADA AND CHUBB INSURANCE COMPANY OF CANADA as Surety,

hereinafter called the Surety, are, subject to the conditions hereinafter contained, held and firmly bound unto Her Majesty the Queen in right of Canada as Oblige, hereinafter called the Crown, in the amount of (insert amount in text)

TWENTY FOUR MILLION THREE HUNDRED SIXTY FIVE THOUSAND NINETY THREE AND 37/100

dollars (insert amount) (\$ 24,365,093.37), lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED AND SEALED this (insert day signed) 27TH day of (insert month signed) JUNE, (insert year signed)

2019. WHEREAS, the Principal has entered into a Contract with the Crown, dated the (insert day submitted for the written tender

to the Crown) 21ST day of (insert month submitted for the written tender to the Crown) JUNE, 2019,

for (Insert Project title and Solicitation No)

PROJECT NO.: 727, CONTRACT NO 5P423-180931/001/PWU - WHISTLER CAMPGROUND UPGRADES, JASPER, ALBERTA

which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that if the Principal shall well and faithfully observe and perform all the obligations on the part of the Principal to be observed and performed in connection with the Contract, then this obligation shall be void, otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- 1. Whenever the Principal shall be, and declared by the Crown to be, in default under the Contract, the Surety shall (a) if the work is not taken out of the Principal's hands, remedy the default of the Principal, (b) if the work is taken out of the Principal's hands and the Crown directs the Surety to undertake the completion of the work, complete the work in accordance with the Contract, provided that, (i) if the Surety completes the work, the Surety must comply with the Ineligibility and Suspension Policy, or (ii) if a contract is entered into for the completion of the work, it shall be between the Surety and completing contractor, the selection of the completing contractor shall be subject to the approval of the Crown, and the completing contractor must comply with the Ineligibility and Suspension Policy, (c) if the work is taken out of the Principal's hands and the Crown, after reasonable notice to the Surety, does not direct the Surety to undertake the completion of the work, assume the financial responsibility for the cost of completion in excess of the moneys available to the Crown under the Contract, (d) be liable for and pay all the excess costs of completion of the Contract, and (e) not be entitled to any Contract moneys earned by the Principal, up to the date of his default on the Contract and any holdbacks relating to such earned Contract moneys held by the Crown, and the liability of the Surety under this Bond shall remain unchanged provided, however, and without restricting the generality of the foregoing, upon the completion of the Contract to the satisfaction of the Crown, any Contract moneys earned by the Principal or holdbacks related thereto held by the Crown may be paid to the Surety by the Crown. 2. The Surety shall not be liable for a greater sum than the amount specified in this Bond. 3. No suit or action shall be instituted by the Crown herein against the Surety pursuant to these presents after the expiration of two (2) years from the date on which final payment under the Contract is payable.

IN TESTIMONY WHEREOF, the Principal has hereto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its authorized signing authority, the day and year first above written.

SIGNED, SEALED AND DELIVERED in the presence of: PCL CONSTRUCTION MANAGEMENT INC. Tom Zavediuk Manager Finance & Administration Principal

Witness ZURICH INSURANCE COMPANY LTD AND TRAVELERS INSURANCE COMPANY OF CANADA AND CHUBB INSURANCE COMPANY OF CANADA DEANNA BREWER, ATTORNEY IN FACT Surety

Note: Affix Corporate seal if applicable.



January 22, 2021

By Registered Mail/Email/Facsimile

Intact Insurance Company
299, 999 W Hastings St
Vancouver, BC V6C 2W2

dmarechal@cassels.com
tel: +1 403 351 2922
fax: +1 403 648 1151

Minister of Transportation
Alberta Transportation, Program Management Branch
1st Floor, Twin Aria Building
4999 – 98 Avenue
Edmonton, AB T6B 2X3

Trevcon Enterprises Ltd.
39 Hamptons Dr NW
Calgary, AB T3A 5H7

Dear Sirs/Mesdames:

Re: Written Notice of Claim against Intact Insurance Company — Labour and Material Payment Bond

Principal: Trevcon Enterprises Ltd.
Surety: Intact Insurance Company
Claimant: Metro Paving and Roadbuilding Ltd.
Bond: Labour and Material Payment Bond No. 917103488 (the “Bond”)
Project: Contract No. 14083 — Red Deer River Bridge on Hwy 27

We are counsel to BDO Canada Limited in its capacity as receiver and manager (in such capacity, the “**Receiver**”) of Metro Paving and Roadbuilding Ltd., Metro Paving Ltd., Metro Pars Corporation, and Grasslands of Beiseker Development Corporation. The Receiver was appointed pursuant to an order of the pronounced January 20, 2021 (the “**Receivership Order**”). A copy of the Receivership Order is enclosed for your reference. We note that we have not yet received a filed copy of the Receivership Order back from the Court.

Metro Paving and Roadbuilding Ltd. (the “**Claimant**”) is a “Claimant” pursuant to the terms of the Bond. A copy of the Bond is enclosed for your reference. The Claimant contracted directly with the Principal under the Bond for the performance of certain work at the Project generally described as the construction of structural steel or precast concrete girder bridge; demolition of existing bridge structure and other work — grading granular base course asphalt concrete pavement and other work (collectively, the “**Work**”).

The Receiver is currently making enquiries to confirm the last date of work on the project.

Despite demand the Principal has wrongfully neglected, refused or otherwise failed to pay the aggregate amount of **\$546,756.16** comprised of \$166,489.22 in holdback monies plus \$380,266.94 for monies other than holdback due to the Claimant for the Work performed under the contract (including GST, but exclusive of interest and costs), which invoiced amounts are presently due and outstanding (the "**Amount Outstanding**"). No valid reason for failure to pay the Amount Outstanding has been provided to the Claimant and the Principal is in default of its payment obligations.

Pursuant to the terms of the Bond, the Surety is liable to pay the Amount Outstanding to the Claimant. The Claimant hereby notifies the Surety of its claim against the Bond in an amount not less than the Amount Outstanding plus interest and costs. If the Amount Outstanding is not paid to the Claimant within 30 days, the Claimant may commence an action against the Surety in accordance with its rights under the Bond and as a beneficiary of the trust provided for therein. All rights are reserved in that regard.

A copy of the Bond is attached for your reference.

Yours truly,

Cassels Brock & Blackwell LLP

Danielle Marechal

Danielle Marechal
Partner

DM/kd
LEGAL*52123326.3

LABOUR AND MATERIAL PAYMENT BOND

Bond No. 917103488 Amount \$10,611,447.49 Contract No. 14083
(50% of contract price)

Project: CONSTRUCT STRUCTURAL STEEL OR PRECAST CONCRETE GIRDER BRIDGE; DEMOLITION OF
EXISTING BRIDGE STRUCTURE AND OTHER WORK - GRADING GRANULAR BASE COURSE ASPHALT
CONCRETE PAVEMENT AND OTHER WORK

KNOW ALL PERSONS BY THESE PRESENTS THAT

TREVCON ENTERPRISES LTD.
(Principal)

of the CITY of CALGARY in the
Province of Alberta, as Principal (hereinafter called "the Principal"),

- and -

INTACT INSURANCE COMPANY
(Surety)

of the CITY of VANCOUVER
in the Province of BC (hereinafter called the "Surety"), a surety authorized to transact business in the Province
of Alberta, are held and firmly bound unto:

HER MAJESTY THE QUEEN, in the Right of the Province of Alberta, herein represented by the Minister of Transportation, as Trustee, (hereinafter called "the Minister") for the use and benefit of claimants as hereinbelow defined, in the sum of TEN MILLION SIX HUNDRED ELEVEN THOUSAND FOUR HUNDRED FORTY SEVEN 49/100 dollars (\$ 10,611,447.49), to be paid to the Minister or his successors in office, or to whom the said Minister or his successors may direct, and the said Principal and Surety bind themselves and each of them and their respective successors, heirs, executors, administrators and assigns jointly and severally, to pay the said sum under the terms of these presents:

WHEREAS the Principal has entered into a written Contract (hereinafter called "the Contract") with the Minister, dated the 27TH day of JULY, A.D. 20 17, being Contract No. 14083, and which Contract is by reference made a part hereof (date to be filled in by the Department);

AND WHEREAS it is a term of the Contract that a Labour and Material Payment Bond be provided in favour of the Minister, as contained herein;

NOW THEREFORE the conditions of this obligation are such that if the Principal shall make payment to all claimants for all labour and material used or reasonably required for use in the performance of the Contract and should such payment be properly made, then this obligation shall be null and void; otherwise, this obligation and these conditions will remain in full force and effect, subject to the following conditions:

1. For the purpose of this bond:

(a) "claimant" means a person, including a body corporate, or a partnership, and the heirs, executors, administrators or other legal representatives of a person to whom the context can apply according to law, who has provided labour and material and who has not been paid for the same by the Principal or a subcontractor, in accordance with the Principal's or subcontractor's obligation to do so, provided that a person who rents equipment to the Principal

or a subcontractor to be used in performance of the Contract under a contract which provides that all or a part of the rent is to be applied towards the purchase price thereof, shall only be a claimant to the extent of the prevailing Alberta Roadbuilders & Heavy Construction Association rental rates for the period during which the equipment was used in the performance of the Contract.

(b) "labour and material" means labour, equipment, materials and services used or reasonably required for use in the performance of the Contract.

(c) "services" means water, gas, electrical power, light, heat, oil, gasoline, steam, telephone, architectural, engineering and technical services, construction camp rental and catering, and other similar services, consumed or incurred, by the Principal or a subcontractor, at the Place of the Work and in the performance of the Work of the Contract.

(d) "subcontractor" means

(i) a person not contracting directly with the Minister, but contracting with a contractor who holds a contract with the Minister, for the provision of labour and material, and

(ii) a person contracting with the person first mentioned in subclause (i) for the provision of labour and material.

2. The Surety acknowledges and agrees that Surety means a person who guarantees to the Crown the payment of creditors.

3. The Principal and the Surety hereby jointly and severally agree with the Minister, as Trustee, that every claimant who has not been paid as provided for under the terms of his contract with the Principal or subcontractor before the expiration of a period of 90 days after the date on which the last of such claimant's work or labour was done or performed or materials were furnished by such claimant, may, as beneficiary of the trust herein provided for, sue on this Bond, prosecute the suit to final judgement for such sum or sums as may be justly due to such claimant under the terms of his contract with Principal or subcontractor, and have execution thereon; provided that the Minister is not obliged to do or take any act, action or proceeding against the Surety on behalf of any claimant to enforce the provisions

of this Bond. If any act, action or proceeding is taken either in the name of the Minister or by joining the Minister as a party to such proceeding, then such act, action or proceeding shall be taken on the understanding and basis that the claimant who takes such act, action or proceeding shall indemnify and save harmless the Minister against all costs, charges and expenses or liabilities incurred thereon and any loss or damage resulting to the Minister by reason thereof; provided still further that, subject to the foregoing terms and conditions, a claimant may use the name of the Minister to sue on and enforce the provisions of this Bond.

4. No suit or action shall be commenced pursuant to clause 3 hereof by any claimant unless such claimant shall give notice within the time limits hereinafter set forth, to each of the Principal, Surety and Minister, stating the amount that is claimed. Such notice shall be served by mailing the same to the Principal, Surety and Minister at the addresses shown in this bond, or served in any manner in which legal process may be served in the Province of Alberta. Such notice shall be given:

(a) in respect of any claim for the amount or any portion thereof required to be held back from the claimant by the Principal or subcontractor under the terms of the claimant's contract with the Principal or subcontractor, within 120 days after such claimant should have been paid in full under the claimant's contract with the Principal or subcontractor,

(b) in respect of any claim other than for the holdback or portion thereof, referred to above, within 120 days after the date upon which such claimant did or performed the last of the work, or furnished the last materials for which such claim was made under the claimant's contract.

5. Any suit by a claimant under this Bond shall be instituted before the expiration of 1 year from the date on which the Principal ceased work on the Contract, including work under the guarantees and warranties provided in the Contract, and shall be instituted in a court of

competent jurisdiction in the Province of Alberta.

6. Upon receipt, at the address shown in this bond, by the Surety, of a notice of claim from a claimant, the Surety shall:

(a) immediately commence its investigation of the claim, and
(b) within 15 days, send, in writing, to the claimant and the Minister, an acknowledgment of the notice of claim and a statement of the procedures to be followed by the claimant in order to attempt to settle the claim.

7. Pursuant to clause 6. hereof and following compliance with the procedures referred to in clause 6. and;

(a) providing the claim is not being disputed, the Surety or the Principal, or both, shall make payment to the claimant within 30 days after the date of agreement on the quantum of the claim; or

(b) in the event the claim is being disputed, the Surety or the Principal, or both, shall, within 30 days, notify, in writing, the claimant and the Minister of the dispute, setting out the grounds of dispute.

8. Any material change in the Contract between the Principal and the Minister shall not prejudice the rights or interests of any claimant under this Bond, who is not instrumental in bringing about or has not caused such change.

9. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith, and in accordance with the provisions hereof, by the Surety.

10. Where the aggregate of claims appears to the Minister to exceed the sum of the bond amount and money due and payable to the Principal, the Minister and the Surety may agree to suspend payment until all claimants have substantiated their claims.

11. The Surety shall not be liable for a greater sum than the maximum amount specified in this Bond.

ADDRESS FOR NOTICES shall be:

MINISTER

at Alberta Transportation, Program Management Branch, 1st Floor, Twin Atria Building, 4999 - 98 Avenue, Edmonton, Alberta T6B 2X3.

PRINCIPAL at 39 HAMPTONS DR NW CALGARY, AB T3A 5H7

SURETY at 200-999 W.HASTINGS ST., VANCOUVER, BC V6C 2W2

IN WITNESS WHEREOF the Principal and the Surety have signed and sealed this Bond, this 21ST day of AUGUST, 20 17.

SIGNED, SEALED and DELIVERED by the Principal in the Presence of

TREVCON ENTERPRISES LTD.

(seal)

WITNESS TO PRINCIPAL

Principal

SIGNED, SEALED and DELIVERED by the Surety in the Presence of

INTACT INSURANCE COMPANY

(seal)

WITNESS TO SURETY

Surety

Clerk's Stamp:



COURT FILE NUMBER
COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE OF

CALGARY

APPLICANT:

BANK OF MONTREAL

RESPONDENTS:

METRO PAVING AND ROADBUILDING LTD.,
METRO PAVING LTD., METRO PARS
CORPORATION and GRASSLANDS OF BEISEKER
DEVELOPMENT CORPORATION

DOCUMENT

CONSENT RECEIVERSHIP ORDER

CONTACT INFORMATION OF PARTY
FILING THIS DOCUMENT:

Torys LLP
4600 Eighth Avenue Place East
525 - Eighth Ave SW
Calgary, AB T2P 1G1

Attention: Kyle Kashuba
Telephone: + 1 403.776.3744
Fax: +1 403.776.3800
Email: kkashuba@torys.com
File No. 01405-7287

**DATE ON WHICH ORDER WAS
PRONOUNCED:**

January 20, 2021

**NAME OF JUDGE WHO MADE THIS
ORDER:**

Madam Justice K.M. Eidsvik

LOCATION OF HEARING:

Calgary, Alberta

UPON the application (the “**Application**”) of the Bank of Montreal (the “**Bank**”) in respect of Metro Paving and Roadbuilding Ltd., Metro Paving Ltd., Metro Pars Corporation and Grasslands of Beiseker Development Corporation (collectively, the “**Debtors**”, and individually, a “**Debtor**”); **AND UPON** having read the Application, the Affidavit of Michelle Madrigga dated January 18, filed; and the Affidavit of Service to be filed, filed; **AND UPON** reading the consent of BDO Canada Limited (“**BDO**”) to act as receiver and manager (the “**Receiver**”) of the Debtors, filed; **AND UPON** hearing counsel for the Bank, the Debtors, and any other interested parties that may be present; **IT IS HEREBY ORDERED AND DECLARED THAT:**

SERVICE

1. The time for service of the Application for this order (the “**Order**”) is hereby abridged and service thereof is deemed good and sufficient.

APPOINTMENT

2. Pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the “**BIA**”), and sections 13(2) of the *Judicature Act*, RSA 2000, c J-2, and 65(7) of the *Personal Property Security Act*, R.S.A. 2000, c. P-7, BDO is hereby appointed receiver and manager (“**Receiver**”), without security, of all of the Debtors' respective current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the “**Property**”).

RECEIVER'S POWERS

3. The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
 - (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
 - (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
 - (c) to manage, operate and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business,

cease to carry on all or any part of the business, or cease to perform any contracts of the Debtors;

- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (g) to settle, extend or compromise any indebtedness owing to or by the Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of any of the Debtors, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtors;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and provided further that nothing in this Order shall authorize the Receiver to defend or settle the action in which this Order is made unless otherwise directed by this Court;
- (k) to market any or all the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:
 - (i) without the approval of this Court in respect of any transaction not exceeding \$100,000, provided that the aggregate consideration for all such transactions does not exceed \$500,000; and

- (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,

and in each such case notice under subsection 60(8) of the *Personal Property Security Act*, RSA 2000, c P-7 or any other similar legislation in any other province or territory shall not be required.

- (m) to apply for any vesting order or other orders (including, without limitation, confidentiality or sealing orders) necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (o) to direct the Registrar of Land Titles of Alberta, or any other similar governmental authority, to register a copy of this Order and any other orders in respect of the Property against title to any of the Property, and when submitted by the Receiver for registration this Order shall be immediately registered by the Registrar of Land Titles of Alberta, or any other similar government authority, notwithstanding Section 191 of the *Land Titles Act*, RSA 2000, c L-4, or the provisions of any other similar legislation in any other province or territory, and notwithstanding that the appeal period in respect of this Order has not elapsed and the Registrar of Land Titles shall accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtors and not in its personal capacity;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have;

- (s) to assign any or all of the Debtors into bankruptcy or obtain a bankruptcy order in respect of any or all of the Debtors, if the Receiver determines that is appropriate and in the best interests of the estate; and
- (t) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtors, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

- 4. (i) The Debtors, (ii) all of their respective current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on their instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being “**Persons**” and each being a “**Person**”) shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.
- 5. All Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks or other data storage media containing any such information (the foregoing, collectively, the “**Records**”) in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph or in paragraph 5 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.
- 6. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for

the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names, and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

7. No proceeding or enforcement process in any court, tribunal or regulatory body (each, a **"Proceeding"**), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

8. No Proceeding against or in respect of the Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of each of the Debtors or the Property are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall: (i) prevent any Person from commencing a proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such proceeding is not commenced before the expiration of the stay provided by this paragraph 8; and (ii) affect a Regulatory Body's investigation in respect of any of the Debtors or an action, suit or proceeding that is taken in respect of any of the Debtors by or before the Regulatory Body, other than the enforcement of a payment order by the Regulatory Body or the Court. **"Regulatory Body"** means a person or body that has powers, duties or functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a province.

NO EXERCISE OF RIGHTS OF REMEDIES

9. All rights and remedies of any Person, whether judicial or extra-judicial, statutory or non-statutory (including, without limitation, set-off rights) against or in respect of each of the Debtors or the Receiver or affecting the Property are hereby stayed and suspended and shall not be commenced, proceeded with or continued except with leave of this Court, including, without limitation, any rights or remedies or provisions in any agreement, construction, ownership and

operating agreement, joint venture agreement or any such similar agreement or agreements to which the Debtors is a party that purport to effect or cause a cessation of operatorship as a result of the occurrence of any default or non-performance by or the insolvency of the Debtors, the making or filing of these proceedings or any allegation, admission or evidence in these proceedings and under no circumstances shall the Debtors be replaced as operator pursuant to any such agreements without further order of this Court provided, however, that this stay and suspension does not apply in respect of any "eligible financial contract" (as defined in the BIA), and further provided that nothing in this Order shall:

- (a) empower any of the Debtors to carry on any business that the subject Debtor is not lawfully entitled to carry on;
 - (b) prevent the filing of any registration to preserve or perfect a security interest;
 - (c) prevent the registration of a claim for lien; or
 - (d) exempt the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment.
10. Nothing in this Order shall prevent any party from taking an action against the Applicant where such an action must be taken in order to comply with statutory time limitations in order to preserve their rights at law, provided that no further steps shall be taken by such party except in accordance with the other provisions of this Order, and notice in writing of such action be given to the Receiver at the first available opportunity.

NO INTERFERENCE WITH THE RECEIVER

11. No Person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, lease, licence or permit in favour of or held by the Debtors, without the written consent of the Receiver, or leave of this Court.

CONTINUATION OF SERVICES

12. All persons having:
- (a) statutory or regulatory mandates for the supply of goods and/or services; or
 - (b) oral or written agreements or arrangements with the Debtors, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation, services, utility or other services to the Debtors

are hereby restrained until further order of this Court from discontinuing, altering, interfering with, suspending or terminating the supply of such goods or services as may be required by the Debtors or exercising any other remedy provided under such agreements or arrangements. The Debtors shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the usual prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with the normal payment practices of the Debtors, or such other practices as may be agreed upon by the supplier or service provider and each of the Debtors and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

13. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

EMPLOYEES

14. Subject to employees' rights to terminate their employment, all employees of the Debtors shall remain the employees of the Debtors until such time as the Receiver, on the subject Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, SC 2005, c.47 ("**WEPPA**").
15. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, SC 2000, c 5, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such

information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. (a) Notwithstanding anything in any federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:
- (i) before the Receiver's appointment; or
 - (ii) after the Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.
- (b) Nothing in sub-paragraph (a) exempts a Receiver from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph.
- (c) Notwithstanding anything in any federal or provincial law, but subject to sub-paragraph (a) hereof, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, the Receiver is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order,
- (i) if, within such time as is specified in the order, within 10 days after the order is made if no time is so specified, within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, or during the period of the stay referred to in clause (ii) below, the Receiver:
 - A. complies with the order, or
 - B. on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;
 - (ii) during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (i) above, within 10 days after the order is made or within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, by,

- A. the court or body having jurisdiction under the law pursuant to which the order was made to enable the Receiver to contest the order; or
 - B. the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or
- (iii) if the Receiver had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

LIMITATION ON THE RECEIVER'S LIABILITY

17. Except for gross negligence or wilful misconduct, as a result of its appointment or carrying out the provisions of this Order the Receiver shall incur no liability or obligation that exceeds an amount for which it may obtain full indemnity from the Property. Nothing in this Order shall derogate from any limitation on liability or other protection afforded to the Receiver under any applicable law, including, without limitation, Section 14.06, 81.4(5) or 81.6(3) of the BIA.

RECEIVER'S ACCOUNTS

18. The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case, incurred at their standard rates and charges. The Receiver and counsel to the Receiver shall be entitled to the benefits of and are hereby granted a charge (the "**Receiver's Charge**") on the Property, which charge shall not exceed an aggregate amount of \$200,000.00, as security for their professional fees and disbursements incurred at the normal rates and charges of the Receiver and such counsel, both before and after the making of this Order in respect of these proceedings, and the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person but subject to section 14.06(7), 81.4(4) and 81.6(2) and 88 of the BIA.
19. The Receiver and its legal counsel shall pass their accounts from time to time.
20. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including the legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

21. The Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$300,000.00 (or such greater amount as this Court may by further order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges set out in sections 14.06(7), 81.4(4) and 81.6(2) and 88 of the BIA.
22. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
23. The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.
24. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.
25. The Receiver shall be allowed to repay any amounts borrowed by way of Receiver's Certificates out of the Property or any proceeds, including any proceeds from the sale of any assets without further approval of this Court.

ALLOCATION

26. Any interested party may apply to this Court on notice to any other party likely to be affected, for an order allocating the Receiver's Charge and Receiver's Borrowings Charge amongst the various assets comprising the Property.

GENERAL

27. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
28. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Receiver will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence. Any reports of the Receiver shall be filed by the Court Clerk notwithstanding that they do not include an original signature.
29. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.
30. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any foreign jurisdiction 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 orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Receiver in any foreign proceeding, or to assist the Receiver and its agents in carrying out the terms of this Order.
31. The Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
32. The Bank shall have its costs of this Application, up to and including entry and service of this Order, provided for by the terms of the Bank's security or, if not so provided by the Bank's security, then on a substantial indemnity basis, including legal costs on a solicitor-client full indemnity basis, to be paid by the Receiver from the Debtors' estate with such priority and at such time as this Court may determine.
33. Any interested party may apply to this Court to vary or amend this Order on not less than 7 days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.


FILING

34. The Receiver shall establish and maintain a website in respect of these proceedings at <https://www.bdo.ca/en-ca/extranets/MetroGroupOfCompanies> (the “**Receiver’s Website**”) and shall post there as soon as practicable:
- (a) all materials prescribed by statute or regulation to be made publically available; and
 - (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, or served upon it, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.
35. 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 or otherwise served with notice of 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; and
 - (b) posting a copy of this Order on the Receiver’s Website
- and service on any other person is hereby dispensed with.
36. 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.

Justice of the Court of Queen’s Bench of Alberta

CONSENTED TO BY:

FIELD LAW

Per: 

Trevor Batty
Counsel to Metro Paving and
Roadbuilding Ltd., Metro Paving Ltd.,
Metro Pars Corporation and
Grasslands of Beiseker Development
Corporation

SCHEDULE "A"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that BDO Canada Limited ("**BDO**"), in its capacity as the Court-appointed receiver and manager (the "**Receiver**") of all of the assets, undertakings and properties of Metro Paving and Roadbuilding Ltd., Metro Paving Ltd., Metro Pars Corporation and Grasslands of Beiseker Development Corporation, appointed by Order of the Court of Queen's Bench of Alberta (the "**Court**") dated the 20th day of January, 2021 (the "**Order**") made in action number _____, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [**daily**] [**monthly not in advance on the ● day of each month**] after the date hereof at a notional rate per annum equal to the rate of [**●**] per cent above the prime commercial lending rate of Bank of Montreal from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at 350 – 7 Avenue SW, 2nd Floor Calgary, AB T2P 3N9.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.
7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, 2021.

BDO CANADA LIMITED, solely in its capacity as Receiver of the Property (as defined in the Order), and not in its personal capacity

Per: _____
Name:
Title:



January 28, 2021

By Registered Mail

Zurich Insurance Company Ltd.
5500, 100 King Street W
First Canadian Place
Toronto, ON M5X 1C9

dmarechal@cassels.com
tel: +1 403 351 2922
fax: +1 403 648 1151

Travelers Insurance Company of Canada
165 University Avenue
Toronto, ON M5H 3B9

Chubb Insurance Company of Canada
2500, 199 Bay Street
Toronto, ON M5L 1E2

PCL Construction Management Inc.
9915 56 Avenue NW
Edmonton, AB T6E 5L7

Dear Sirs/Mesdames:

Re: Written Notice of Claims — Labour and Material Payment Bond & Performance Bond

Principal: PCL Construction Management Inc.
Sureties: Zurich Insurance Company Ltd.
Travelers Insurance Company of Canada
Chubb Insurance Company of Canada
Claimant: Metro Paving and Roadbuilding Ltd.
Bonds: Labour and Material Payment Bond & Performance Bond No. 917103488
(the “Bonds”)
Project: Project No. 727, Contract No. 5P423-180931/001/PWU — Whistler
Campground Upgrades, Jasper, AB

We are counsel to BDO Canada Limited in its capacity as receiver and manager (in such capacity, the “**Receiver**”) of Metro Paving and Roadbuilding Ltd., Metro Paving Ltd., Metro Pars Corporation, and Grasslands of Beiseker Development Corporation. The Receiver was appointed pursuant to an order of the Court pronounced January 20, 2021 (the “**Receivership Order**”). A copy of the Receivership Order is enclosed for your reference. We note that we have not yet received a filed copy of the Receivership Order back from the Court but can provide you with a filed copy in due course.

Metro Paving and Roadbuilding Ltd. (the “**Claimant**”) is a “Claimant” pursuant to the terms of the Bonds. The Claimant contracted directly with the Principal under the Bond for the performance of

certain work at the Project generally described as supply and install roadworks and asphalt paving (collectively, the "**Work**").

The Receiver is currently making enquiries to confirm the last date of work on the project.

Despite demand the Principal has wrongfully neglected, refused or otherwise failed to pay the aggregate amount of **\$1,285,104.61** comprised of \$254,274.78 in holdback monies plus \$1,030,829.83 for monies other than holdback due to the Claimant for the Work performed under the contract (including GST, but exclusive of interest and costs), which invoiced amounts are presently due and outstanding (the "**Amount Outstanding**"). No valid reason for failure to pay the Amount Outstanding has been provided to the Claimant and the Principal is in default of its payment obligations.

Pursuant to the terms of the Bond, the Sureties are liable to pay the Amount Outstanding to the Claimant. The Claimant hereby notifies the Sureties of its claim against the Bonds in an amount not less than the Amount Outstanding plus interest and costs. The Receiver requires that the Sureties make payment of the Amount Outstanding plus interest and costs to the Receiver without delay, or the Receiver may commence an action on behalf of the Claimant against the Sureties in accordance with its rights under the Bond and as a beneficiary of the trust provided for therein. All rights are reserved in that regard.

Copies of the Bonds are attached for your reference.

Yours truly,

Cassels Brock & Blackwell LLP

Danielle Marechal

Danielle Marechal
Partner

DM/kd
LEGAL*52150349.4



Labour and Material Payment Bond

Amount
\$ 24,365,093.37

KNOW ALL MEN BY THESE PRESENTS, that PCL CONSTRUCTION MANAGEMENT INC. as Principal,
hereinafter called the Principal, and ZURICH INSURANCE COMPANY LTD, TRAVELERS INSURANCE COMPANY OF CANADA
and CHUBB INSURANCE COMPANY OF CANADA as Surety, hereinafter
called the Surety, are, subject to the conditions hereinafter contained, held and firmly bound unto Her Majesty the Queen in
right of Canada as Oblige, hereinafter called the Crown,

in the amount of TWENTY FOUR MILLION THREE HUNDRED SIXTY FIVE THOUSAND NINETY THREE AND 37/100
dollars (\$24,365,093.37), lawful money of Canada, for the payment of which sum, well and truly to be made,
the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

SIGNED AND SEALED this 27 day of JUNE, 2019.

WHEREAS, the Principal has entered into a Contract with the Crown, dated the 21 day of JUNE, 2019,
for PROJECT NO. 727, CONTRACT NO. 5P423-180931/001/PWU - WHISTLER CAMPGROUND UPGRADES, JASPER, AB
which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that, if payment is promptly made to all Claimants
who have performed labour or services or supplied material in connection with the Contract and any and all duly authorized
modifications and extensions of the Contract that may hereafter be made, notice of which modifications and extensions to the
Surety being hereby waived, then this obligation shall be void; otherwise it shall remain in full force and effect, subject,
however, to the following conditions:

1. For the purpose of this bond, a Claimant is defined as one having a direct contract with the Principal or any Sub-Contractor of the Principal for labour, material or both, used or reasonably required for use in the performance of the Contract, labour and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone services or rental of equipment (but excluding rental of equipment where the rent pursuant to an agreement is to be applied towards the purchase price thereof) directly applicable to the Contract.
2. For the purpose of this Bond, no payment is required to be made in respect of a claim for payment for labour or services performed or material supplied in connection with the Contract that represents a capital expenditure, overhead or general administration costs incurred by the Principal during the currency or in respect of the Contract.
3. The Principal and the Surety hereby jointly and severally agree with the Crown that if any Claimant has not been paid as provided for under the terms of his contract with the Principal or a Sub-Contractor of the Principal before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's labour or service was done or performed or materials were supplied by such Claimant, the Crown may sue on this bond, have the right to prosecute the suit to final judgment for such sum or sums as may be due and have execution thereon; and such right of the Crown is assigned by virtue of Part VIII of the Financial Administration Act to such Claimant.
4. For the purpose of this bond the liability of the Surety and the Principal to make payment to any claimant not having a contract directly with the Principal shall be limited to that amount which the Principal would have been obliged to pay to such claimant had the provisions of the applicable provincial or territorial legislation on lien or privileges been applicable to the work. A claimant need not comply with provisions of such legislation setting out steps by way of notice, registration or otherwise as might have been necessary to preserve or perfect any claim for lien or privilege which the claimant might have had. Any such claimant shall be entitled to pursue a claim and to recover judgment hereunder subject to the terms and notification provisions of the Bond.
5. Any material change in the Contract between the Principal and the Crown shall not prejudice the rights or interest of any Claimant under this Bond who is not instrumental in bringing about or has not caused such change.


6. No suit or action shall be commenced hereunder by any Claimant:
- (a) Unless such Claimant shall have given written notice within the time limits hereinafter set forth to the Principal and the Surety above named, stating with substantial accuracy the amount claimed. Such notice shall be served by mailing the same by registered mail to the Principal and the Surety at any place where an office is regularly maintained for the transaction of business by such persons or served in any manner in which legal process may be served in the Province or other part of Canada in which the subject matter of the Contract is located. Such notice shall be given
 - (i) in respect of any claim for the amount or any portion thereof required to be held back from the Claimant by the Principal or by the Sub-Contractor of the Principal under either the terms of the Claimant's Contract with the Principal or the Claimant's Contract with the Sub-Contractor of the Principal within one hundred and twenty (120) days after such Claimant should have been paid in full under this Contract;
 - (ii) in respect of any claim other than for the holdback or portion thereof referred to above within one hundred and twenty (120) days after the date upon which such Claimant did or performed the last of the service, work or labour or furnished the last of the materials for which such claim is made under the Claimant's Contract with the Principal or a Sub-Contractor of the Principal
 - (b) After the expiration of one (1) year following the date on which the Principal ceased work on the said Contract, including work performed under the guarantees provided in the Contract;
 - (c) Other than in a court of competent jurisdiction in the province or district of Canada in which the subject matter of the Contract or any part thereof is situated and not elsewhere, and the parties hereto hereby agree to submit to the jurisdiction of such court.
7. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.
8. The Surety shall not be entitled to claim any moneys relating to the Contract and the liability of the Surety under this Bond shall remain unchanged and, without restricting the generality of the foregoing, the Surety shall pay all valid claims of Claimants under this Bond before any moneys relating to the Contract held by the Crown are paid to the Surety by the Crown.
9. The Surety shall not be liable for a greater sum than the amount specified in this bond.

IN TESTIMONY WHEREOF, the Principal has hereto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its authorized signing authority, the day and year first above written.


SIGNED, SEALED AND DELIVERED in the presence of:
PCL CONSTRUCTION MANAGEMENT INC.


Tom Zavediuk
Manager Finance & Administration

Principal



Witness

ZURICH INSURANCE COMPANY LTD
TRAVELERS INSURANCE COMPANY OF CANADA
CHUBB INSURANCE COMPANY OF CANADA


Deanna Brewer
Attorney-In-Fact
Surety

Note: Affix Corporate seal if applicable.





Amount \$ 24,365,093.37

Performance Bond

KNOW ALL MEN BY THESE PRESENTS, that (insert principal name) PCL CONSTRUCTION MANAGEMENT INC. as Principal, hereinafter called the Principal, and ZURICH INSURANCE COMPANY LTD. AND TRAVELERS INSURANCE COMPANY OF CANADA AND CHUBB INSURANCE COMPANY OF CANADA as Surety,

hereinafter called the Surety, are, subject to the conditions hereinafter contained, held and firmly bound unto Her Majesty the Queen in right of Canada as Oblige, hereinafter called the Crown, in the amount of (insert amount in text)

TWENTY FOUR MILLION THREE HUNDRED SIXTY FIVE THOUSAND NINETY THREE AND 37/100

dollars (insert amount) (\$ 24,365,093.37), lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED AND SEALED this (insert day signed) 27TH day of (insert month signed) JUNE, (insert year signed)

2019. WHEREAS, the Principal has entered into a Contract with the Crown, dated the (insert day submitted for the written tender

to the Crown) 21ST day of (insert month submitted for the written tender to the Crown) JUNE, 2019,

for (Insert Project title and Solicitation No)

PROJECT NO.: 727, CONTRACT NO 5P423-180931/001/PWU - WHISTLER CAMPGROUND UPGRADES, JASPER, ALBERTA

which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that if the Principal shall well and faithfully observe and perform all the obligations on the part of the Principal to be observed and performed in connection with the Contract, then this obligation shall be void, otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- 1. Whenever the Principal shall be, and declared by the Crown to be, in default under the Contract, the Surety shall (a) if the work is not taken out of the Principal's hands, remedy the default of the Principal, (b) if the work is taken out of the Principal's hands and the Crown directs the Surety to undertake the completion of the work, complete the work in accordance with the Contract, provided that, (i) if the Surety completes the work, the Surety must comply with the Ineligibility and Suspension Policy, or (ii) if a contract is entered into for the completion of the work, it shall be between the Surety and completing contractor, the selection of the completing contractor shall be subject to the approval of the Crown, and the completing contractor must comply with the Ineligibility and Suspension Policy, (c) if the work is taken out of the Principal's hands and the Crown, after reasonable notice to the Surety, does not direct the Surety to undertake the completion of the work, assume the financial responsibility for the cost of completion in excess of the moneys available to the Crown under the Contract, (d) be liable for and pay all the excess costs of completion of the Contract, and (e) not be entitled to any Contract moneys earned by the Principal, up to the date of his default on the Contract and any holdbacks relating to such earned Contract moneys held by the Crown, and the liability of the Surety under this Bond shall remain unchanged provided, however, and without restricting the generality of the foregoing, upon the completion of the Contract to the satisfaction of the Crown, any Contract moneys earned by the Principal or holdbacks related thereto held by the Crown may be paid to the Surety by the Crown. 2. The Surety shall not be liable for a greater sum than the amount specified in this Bond. 3. No suit or action shall be instituted by the Crown herein against the Surety pursuant to these presents after the expiration of two (2) years from the date on which final payment under the Contract is payable.

IN TESTIMONY WHEREOF, the Principal has hereto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its authorized signing authority, the day and year first above written.

SIGNED, SEALED AND DELIVERED in the presence of: PCL CONSTRUCTION MANAGEMENT INC. Tom Zavediuk Manager Finance & Administration

Principal

Witness ZURICH INSURANCE COMPANY LTD AND TRAVELERS INSURANCE COMPANY OF CANADA AND CHUBB INSURANCE COMPANY OF CANADA

DEANNA BREWER, ATTORNEY IN FACT Surety

Note: Affix Corporate seal if applicable.



Clerk's Stamp:



COURT FILE NUMBER
COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE OF

CALGARY

APPLICANT:

BANK OF MONTREAL

RESPONDENTS:

METRO PAVING AND ROADBUILDING LTD.,
METRO PAVING LTD., METRO PARS
CORPORATION and GRASSLANDS OF BEISEKER
DEVELOPMENT CORPORATION

DOCUMENT

CONSENT RECEIVERSHIP ORDER

CONTACT INFORMATION OF PARTY
FILING THIS DOCUMENT:

Torys LLP
4600 Eighth Avenue Place East
525 - Eighth Ave SW
Calgary, AB T2P 1G1

Attention: Kyle Kashuba
Telephone: + 1 403.776.3744
Fax: +1 403.776.3800
Email: kkashuba@torys.com
File No. 01405-7287

**DATE ON WHICH ORDER WAS
PRONOUNCED:**

January 20, 2021

**NAME OF JUDGE WHO MADE THIS
ORDER:**

Madam Justice K.M. Eidsvik

LOCATION OF HEARING:

Calgary, Alberta

UPON the application (the “**Application**”) of the Bank of Montreal (the “**Bank**”) in respect of Metro Paving and Roadbuilding Ltd., Metro Paving Ltd., Metro Pars Corporation and Grasslands of Beiseker Development Corporation (collectively, the “**Debtors**”, and individually, a “**Debtor**”); **AND UPON** having read the Application, the Affidavit of Michelle Madrigga dated January 18, filed; and the Affidavit of Service to be filed, filed; **AND UPON** reading the consent of BDO Canada Limited (“**BDO**”) to act as receiver and manager (the “**Receiver**”) of the Debtors, filed; **AND UPON** hearing counsel for the Bank, the Debtors, and any other interested parties that may be present; **IT IS HEREBY ORDERED AND DECLARED THAT:**

SERVICE

1. The time for service of the Application for this order (the “**Order**”) is hereby abridged and service thereof is deemed good and sufficient.

APPOINTMENT

2. Pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the “**BIA**”), and sections 13(2) of the *Judicature Act*, RSA 2000, c J-2, and 65(7) of the *Personal Property Security Act*, R.S.A. 2000, c. P-7, BDO is hereby appointed receiver and manager (“**Receiver**”), without security, of all of the Debtors' respective current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the “**Property**”).

RECEIVER'S POWERS

3. The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
 - (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
 - (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
 - (c) to manage, operate and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business,

cease to carry on all or any part of the business, or cease to perform any contracts of the Debtors;

- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (g) to settle, extend or compromise any indebtedness owing to or by the Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of any of the Debtors, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtors;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and provided further that nothing in this Order shall authorize the Receiver to defend or settle the action in which this Order is made unless otherwise directed by this Court;
- (k) to market any or all the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:
 - (i) without the approval of this Court in respect of any transaction not exceeding \$100,000, provided that the aggregate consideration for all such transactions does not exceed \$500,000; and

- (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,

and in each such case notice under subsection 60(8) of the *Personal Property Security Act*, RSA 2000, c P-7 or any other similar legislation in any other province or territory shall not be required.

- (m) to apply for any vesting order or other orders (including, without limitation, confidentiality or sealing orders) necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (o) to direct the Registrar of Land Titles of Alberta, or any other similar governmental authority, to register a copy of this Order and any other orders in respect of the Property against title to any of the Property, and when submitted by the Receiver for registration this Order shall be immediately registered by the Registrar of Land Titles of Alberta, or any other similar government authority, notwithstanding Section 191 of the *Land Titles Act*, RSA 2000, c L-4, or the provisions of any other similar legislation in any other province or territory, and notwithstanding that the appeal period in respect of this Order has not elapsed and the Registrar of Land Titles shall accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtors and not in its personal capacity;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have;

- (s) to assign any or all of the Debtors into bankruptcy or obtain a bankruptcy order in respect of any or all of the Debtors, if the Receiver determines that is appropriate and in the best interests of the estate; and
- (t) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtors, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. (i) The Debtors, (ii) all of their respective current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on their instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being **"Persons"** and each being a **"Person"**) shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.
5. All Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks or other data storage media containing any such information (the foregoing, collectively, the **"Records"**) in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph or in paragraph 5 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.
6. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for

the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names, and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

7. No proceeding or enforcement process in any court, tribunal or regulatory body (each, a **"Proceeding"**), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

8. No Proceeding against or in respect of the Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of each of the Debtors or the Property are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall: (i) prevent any Person from commencing a proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such proceeding is not commenced before the expiration of the stay provided by this paragraph 8; and (ii) affect a Regulatory Body's investigation in respect of any of the Debtors or an action, suit or proceeding that is taken in respect of any of the Debtors by or before the Regulatory Body, other than the enforcement of a payment order by the Regulatory Body or the Court. **"Regulatory Body"** means a person or body that has powers, duties or functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a province.

NO EXERCISE OF RIGHTS OF REMEDIES

9. All rights and remedies of any Person, whether judicial or extra-judicial, statutory or non-statutory (including, without limitation, set-off rights) against or in respect of each of the Debtors or the Receiver or affecting the Property are hereby stayed and suspended and shall not be commenced, proceeded with or continued except with leave of this Court, including, without limitation, any rights or remedies or provisions in any agreement, construction, ownership and

operating agreement, joint venture agreement or any such similar agreement or agreements to which the Debtors is a party that purport to effect or cause a cessation of operatorship as a result of the occurrence of any default or non-performance by or the insolvency of the Debtors, the making or filing of these proceedings or any allegation, admission or evidence in these proceedings and under no circumstances shall the Debtors be replaced as operator pursuant to any such agreements without further order of this Court provided, however, that this stay and suspension does not apply in respect of any "eligible financial contract" (as defined in the BIA), and further provided that nothing in this Order shall:

- (a) empower any of the Debtors to carry on any business that the subject Debtor is not lawfully entitled to carry on;
 - (b) prevent the filing of any registration to preserve or perfect a security interest;
 - (c) prevent the registration of a claim for lien; or
 - (d) exempt the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment.
10. Nothing in this Order shall prevent any party from taking an action against the Applicant where such an action must be taken in order to comply with statutory time limitations in order to preserve their rights at law, provided that no further steps shall be taken by such party except in accordance with the other provisions of this Order, and notice in writing of such action be given to the Receiver at the first available opportunity.

NO INTERFERENCE WITH THE RECEIVER

11. No Person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, lease, licence or permit in favour of or held by the Debtors, without the written consent of the Receiver, or leave of this Court.

CONTINUATION OF SERVICES

12. All persons having:
- (a) statutory or regulatory mandates for the supply of goods and/or services; or
 - (b) oral or written agreements or arrangements with the Debtors, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation, services, utility or other services to the Debtors

are hereby restrained until further order of this Court from discontinuing, altering, interfering with, suspending or terminating the supply of such goods or services as may be required by the Debtors or exercising any other remedy provided under such agreements or arrangements. The Debtors shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the usual prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with the normal payment practices of the Debtors, or such other practices as may be agreed upon by the supplier or service provider and each of the Debtors and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

13. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

EMPLOYEES

14. Subject to employees' rights to terminate their employment, all employees of the Debtors shall remain the employees of the Debtors until such time as the Receiver, on the subject Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, SC 2005, c.47 ("**WEPPA**").
15. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, SC 2000, c 5, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such

information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. (a) Notwithstanding anything in any federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:
- (i) before the Receiver's appointment; or
 - (ii) after the Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.
- (b) Nothing in sub-paragraph (a) exempts a Receiver from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph.
- (c) Notwithstanding anything in any federal or provincial law, but subject to sub-paragraph (a) hereof, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, the Receiver is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order,
- (i) if, within such time as is specified in the order, within 10 days after the order is made if no time is so specified, within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, or during the period of the stay referred to in clause (ii) below, the Receiver:
 - A. complies with the order, or
 - B. on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;
 - (ii) during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (i) above, within 10 days after the order is made or within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, by,

- A. the court or body having jurisdiction under the law pursuant to which the order was made to enable the Receiver to contest the order; or
 - B. the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or
- (iii) if the Receiver had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

LIMITATION ON THE RECEIVER'S LIABILITY

17. Except for gross negligence or wilful misconduct, as a result of its appointment or carrying out the provisions of this Order the Receiver shall incur no liability or obligation that exceeds an amount for which it may obtain full indemnity from the Property. Nothing in this Order shall derogate from any limitation on liability or other protection afforded to the Receiver under any applicable law, including, without limitation, Section 14.06, 81.4(5) or 81.6(3) of the BIA.

RECEIVER'S ACCOUNTS

18. The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case, incurred at their standard rates and charges. The Receiver and counsel to the Receiver shall be entitled to the benefits of and are hereby granted a charge (the "**Receiver's Charge**") on the Property, which charge shall not exceed an aggregate amount of \$200,000.00, as security for their professional fees and disbursements incurred at the normal rates and charges of the Receiver and such counsel, both before and after the making of this Order in respect of these proceedings, and the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person but subject to section 14.06(7), 81.4(4) and 81.6(2) and 88 of the BIA.
19. The Receiver and its legal counsel shall pass their accounts from time to time.
20. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including the legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

21. The Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$300,000.00 (or such greater amount as this Court may by further order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges set out in sections 14.06(7), 81.4(4) and 81.6(2) and 88 of the BIA.
22. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
23. The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.
24. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.
25. The Receiver shall be allowed to repay any amounts borrowed by way of Receiver's Certificates out of the Property or any proceeds, including any proceeds from the sale of any assets without further approval of this Court.

ALLOCATION

26. Any interested party may apply to this Court on notice to any other party likely to be affected, for an order allocating the Receiver's Charge and Receiver's Borrowings Charge amongst the various assets comprising the Property.

GENERAL

27. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
28. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Receiver will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence. Any reports of the Receiver shall be filed by the Court Clerk notwithstanding that they do not include an original signature.
29. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.
30. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any foreign jurisdiction 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 orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Receiver in any foreign proceeding, or to assist the Receiver and its agents in carrying out the terms of this Order.
31. The Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
32. The Bank shall have its costs of this Application, up to and including entry and service of this Order, provided for by the terms of the Bank's security or, if not so provided by the Bank's security, then on a substantial indemnity basis, including legal costs on a solicitor-client full indemnity basis, to be paid by the Receiver from the Debtors' estate with such priority and at such time as this Court may determine.
33. Any interested party may apply to this Court to vary or amend this Order on not less than 7 days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

FILING


34. The Receiver shall establish and maintain a website in respect of these proceedings at <https://www.bdo.ca/en-ca/extranets/MetroGroupOfCompanies> (the “**Receiver’s Website**”) and shall post there as soon as practicable:
- (a) all materials prescribed by statute or regulation to be made publically available; and
 - (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, or served upon it, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.
35. 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 or otherwise served with notice of 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; and
 - (b) posting a copy of this Order on the Receiver’s Website
- and service on any other person is hereby dispensed with.
36. 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.



Justice of the Court of Queen’s Bench of Alberta

CONSENTED TO BY:

FIELD LAW

Per: 

Trevor Batty
Counsel to Metro Paving and
Roadbuilding Ltd., Metro Paving Ltd.,
Metro Pars Corporation and
Grasslands of Beiseker Development
Corporation

SCHEDULE "A"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that BDO Canada Limited ("**BDO**"), in its capacity as the Court-appointed receiver and manager (the "**Receiver**") of all of the assets, undertakings and properties of Metro Paving and Roadbuilding Ltd., Metro Paving Ltd., Metro Pars Corporation and Grasslands of Beiseker Development Corporation, appointed by Order of the Court of Queen's Bench of Alberta (the "**Court**") dated the 20th day of January, 2021 (the "**Order**") made in action number _____, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [**daily**] [**monthly not in advance on the ● day of each month**] after the date hereof at a notional rate per annum equal to the rate of [**●**] per cent above the prime commercial lending rate of Bank of Montreal from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at 350 – 7 Avenue SW, 2nd Floor Calgary, AB T2P 3N9.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.
7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, 2021.

BDO CANADA LIMITED, solely in its capacity as Receiver of the Property (as defined in the Order), and not in its personal capacity

Per: _____
Name:
Title:

Kay, Richard

Subject: FW: Bond No. 917103488 [IWOV-LEGAL.028677-00031]
Attachments: 2021 02 09 - Intact LM Claim Form - Completed.PDF; 7 - WCB_Clearance_Letter - Morrin Bridge.PDF; 6C - Morrin Bridge Time Card.PDF; 6B - Labour Report.PDF; 6A - Last Day of Supply.PDF; 5 - Summary of Payments Made.PDF; 3B - Monthly Progress Claims.PDF; 3A - Invoices.PDF; 2 - L&M Bond.PDF; 1 - Contract with Principal.PDF; FW: Metro Progresses and Recon

From: Marechal, Danielle <dmarechal@cassels.com>
Sent: Tuesday, February 09, 2021 6:03 PM
To: Ron Price <Ron.Price@intact.net>
Cc: 9033208072@cc.intact.net; Zheng, Doris <dozheng@bdo.ca>; Marchand, Matthew <mmarchand@bdo.ca>
Subject: RE: Bond No. 917103488 [IWOV-LEGAL.028677-00031]

Hi Ron.

Thank you for the below. Attached please find a completed copy of the bond claim along with our supporting documents. Should you require any clarification or additional information, please do not hesitate to reach out.

Kind regards,

Cassels | **DANIELLE MARECHAL**
t: +1 403 351 2922
e: dmarechal@cassels.com

Cassels Brock & Blackwell LLP | cassels.com
Suite 3810, Bankers Hall West, 888 3rd Street SW
Calgary, AB T2P 5C5 Canada

From: Ron Price <Ron.Price@intact.net>
Sent: Tuesday, January 26, 2021 12:10 PM
To: Marechal, Danielle <dmarechal@cassels.com>
Cc: 9033208072@cc.intact.net
Subject: Bond No. 917103488

Intact Insurance Company

Good Morning,

I have just received a copy of your letter dated 22-01-2021.

Intact requires a reasonable amount of time to investigate this matter. Please be advised that in corresponding with you on this matter, it should not be construed as an admission of liability under the Bond or at law, as all rights and defences are expressly reserved.

In order to help with Intact's investigation into this matter, I respectfully ask that you please review the attached Labour & Material bond claim form; then return a completed copy along with all the corresponding relevant documentation requested therein to my attention.

Should you have any questions, please contact me directly. Please address all further correspondence to me.

Thank you,

Ron b PRICE

Senior Surety Claims Analyst - West

Intact Insurance Company

1100 - 999 Hastings St W, Vancouver BC V6C 2W2

Tel.: (604) 891-5400, ext. **81046**

Toll Free: 1-800-663-9468

Fax: (778) 328-6399

Ron.Price@intact.net



This communication and any attachments are confidential. If you are not the intended recipient, please immediately notify this sender and delete this communication including all attachments. Any other use, disclosure, distribution or copying is prohibited. [Please consider the environment before printing this message](#)



Labour and Material Bond - Claim Form

Please review and complete this form in full and return it along with the requested information to our office at your earliest convenience.

Please be sure to send a copy of your Claim Notice to the Principal and Oblige, as it is a requirement that all parties are provided with notice that a claim has been alleged. Please note that Intact Insurance Company requires a reasonable amount of time to investigate this matter.

Full Name/Company Name		Bond Number	Amount Being Claimed
Metro Paving and Roadbuilding Ltd.		917103488	\$546,756.16
Address:	7615-40th St NE, Calgary AB		
Email:	dozheng@bdo.ca	Phone:	647-730-0971

Please enter a short description about the nature of your Claim: if more room is required, please attach a sheet to this form.

The Principal has wrongfully neglected, refused or otherwise failed to pay the aggregate amount of claim, which is due to Metro Paving and Roadbuilding Ltd. for work properly performed and completed under contract. No valid reason for failure to pay has been provided by the Principal to Metro Paving and Roadbuilding Ltd. and the Principal is in default of its payment obligations. Please note that the amount owing as indicated in item 5 - Summary of Payments Made includes an amount relating to a holdback in the amount of \$158,561.17, which amount is net of GST. The holdback figure inclusive of GST is \$166,489.23, which accounts for the difference between the amount owing figure of \$538,828.36 indicated in Item 5 and the actual claim amount of \$546,756.16.

The following is a list of Documents that are required to be submitted with your Claim.

1. A complete copy of the Contract with the Principal.
2. A copy of the L & M Bond from the Principal or Oblige.
3. Copies of all invoices and/or progress billings submitted to the Principal.
4. Copies of all statements of accounts rendered to the Principal.
5. A summary of all payments made including the date of each payment.
6. Evidence of the last date of the labour/material was supplied (ie: Time Sheets, Delivery Slips etc).
7. Copies of all change orders issued with respect to the Contract.

The following is a list of Documents that you must submit with your Claim where applicable.

1. Evidence and documents supporting other amounts claimed, which have not been agreed to, or authorised in writing under the Contract or Change order.
2. A copy of any claim for Lien.
3. A Workers Compensation Board clearance.
4. A statutory declaration with respect to the claimants own subcontractors and suppliers.
5. Email exchanges between yourself and the Principal and/or Oblige.

Is your claim based on Holdback due to the Principal? Please answer Yes or No :	YES
What is the Amount of Holdback?	\$158,561.17, plus GST in the amount of \$7,928.06
When is/was Holdback due payable? Please enter a date :	December 16, 2020



7615 40th Street North East
Calgary, Alberta T3J 4H2

Phone: (403) 293-0890
Fax: (403) 285-1456

To: Trevcon Enterprises Ltd.
Address : 39 Hamptons Drive NW
Calgary, AB
T3A 5H7

Contact: Trevor Hadow
Phone:
Email: trevor@trevcon.ca
Cell: 403-815-9692

Project Name : AT 14083: Bridge Construction
Project Location : SW of the Village of Morrin

Bid Number: 3
Bid Date: 5-Nov-20 Page 1 of 1

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
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Revised January 24, 2019

ROADWAY WORK

01	Preparing subgrade surface (First Layer)	20700	m2	\$1.80	\$37,260.00
02	Granular base course Des. 2 Class 25 - Others to supply gravel - \$1.00/tonne fee for gravel supply included in unit rate - Includes one hour round-trip from gravel supply = \$5.20/tonne rate haul	33500	t	\$13.50	\$452,250.00
03	Asphalt Concrete Pavement - EPS Mix Type S3 (PG 58-28)	6400	t	\$110.00	\$704,000.00
04	Asphalt Concrete Pavement - EPS Mix Type H2 (PG 58-28)	5600	t	\$117.50	\$658,000.00
05	Asphalt Concrete Pavement - EPS Mix Type H2 (PG 58-28)	382	t	\$145.00	\$55,390.00
TOTAL =					\$1,906,900.00


***CONDITIONS:** The above quote includes two (2) mobilizations. Additional mobilizations = \$6500/each.
Others to supply and maintain all traffic and pedestrian control.
Bridge access for construction and fully loaded trucks to be available at all times during roadway work.

Notes: Payment will be based on final measurement of area and or quantities.
The above quotation excludes: Excavation, survey, materials testing, road bans, line painting, landscaping, bond or GST.
This proposal may be withdrawn if not accepted within 15 days.

Payment terms: All invoiced amounts are due and payable within 30 days of date of the invoice.
Final payment is due within 30 days of the earlier: (1) the last invoice date (2) the last day of work by the company.
Overdue amounts subject to interest charges of 18% per annum (1.5% per month).

ACCEPTED

Buyer : _____
Signature : _____
Date : _____

Signature : 
Estimator : Nathan Gates: (403)888-0266 or nathang@metropaving.com

LABOUR AND MATERIAL PAYMENT BOND

Bond No. 917103488 Amount \$10,611,447.49 Contract No. 14083
(50% of contract price)

Project: CONSTRUCT STRUCTURAL STEEL OR PRECAST CONCRETE GIRDER BRIDGE; DEMOLITION OF
EXISTING BRIDGE STRUCTURE AND OTHER WORK - GRADING GRANULAR BASE COURSE ASPHALT
CONCRETE PAVEMENT AND OTHER WORK

KNOW ALL PERSONS BY THESE PRESENTS THAT

TREVCON ENTERPRISES LTD.

(Principal)

of the CITY of CALGARY in the
Province of Alberta, as Principal (hereinafter called "the Principal"),

- and -

INTACT INSURANCE COMPANY

(Surety)

of the CITY of VANCOUVER
in the Province of BC (hereinafter called the "Surety"), a surety authorized to transact business in the Province
of Alberta, are held and firmly bound unto:

HER MAJESTY THE QUEEN, in the Right of the Province of Alberta, herein represented by the Minister of Transportation, as Trustee, (hereinafter called "the Minister") for the use and benefit of claimants as hereinbelow defined, in the sum of TEN MILLION SIX HUNDRED ELEVEN THOUSAND FOUR HUNDRED FORTY SEVEN 49/100 dollars (\$ 10,611,447.49), to be paid to the Minister or his successors in office, or to whom the said Minister or his successors may direct, and the said Principal and Surety bind themselves and each of them and their respective successors, heirs, executors, administrators and assigns jointly and severally, to pay the said sum under the terms of these presents:

WHEREAS the Principal has entered into a written Contract (hereinafter called "the Contract") with the Minister, dated the 27TH day of JULY, A.D. 20 17, being Contract No. 14083, and which Contract is by reference made a part hereof (date to be filled in by the Department);

AND WHEREAS it is a term of the Contract that a Labour and Material Payment Bond be provided in favour of the Minister, as contained herein;

NOW THEREFORE the conditions of this obligation are such that if the Principal shall make payment to all claimants for all labour and material used or reasonably required for use in the performance of the Contract and should such payment be properly made, then this obligation shall be null and void; otherwise, this obligation and these conditions will remain in full force and effect, subject to the following conditions:

1. For the purpose of this bond:

(a) "claimant" means a person, including a body corporate, or a partnership, and the heirs, executors, administrators or other legal representatives of a person to whom the context can apply according to law, who has provided labour and material and who has not been paid for the same by the Principal or a subcontractor, in accordance with the Principal's or subcontractor's obligation to do so, provided that a person who rents equipment to the Principal

or a subcontractor to be used in performance of the Contract under a contract which provides that all or a part of the rent is to be applied towards the purchase price thereof, shall only be a claimant to the extent of the prevailing Alberta Roadbuilders & Heavy Construction Association rental rates for the period during which the equipment was used in the performance of the Contract.

(b) "labour and material" means labour, equipment, materials and services used or reasonably required for use in the performance of the Contract.

(c) "services" means water, gas, electrical power, light, heat, oil, gasoline, steam, telephone, architectural, engineering and technical services, construction camp rental and catering, and other similar services, consumed or incurred, by the Principal or a subcontractor, at the Place of the Work and in the performance of the Work of the Contract.

(d) "subcontractor" means

(i) a person not contracting directly with the Minister, but contracting with a contractor who holds a contract with the Minister, for the provision of labour and material, and

(ii) a person contracting with the person first mentioned in subclause (i) for the provision of labour and material.

2. The Surety acknowledges and agrees that Surety means a person who guarantees to the Crown the payment of creditors.

3. The Principal and the Surety hereby jointly and severally agree with the Minister, as Trustee, that every claimant who has not been paid as provided for under the terms of his contract with the Principal or subcontractor before the expiration of a period of 90 days after the date on which the last of such claimant's work or labour was done or performed or materials were furnished by such claimant, may, as beneficiary of the trust herein provided for, sue on this Bond, prosecute the suit to final judgement for such sum or sums as may be justly due to such claimant under the terms of his contract with Principal or subcontractor, and have execution thereon; provided that the Minister is not obliged to do or take any act, action or proceeding against the Surety on behalf of any claimant to enforce the provisions

of this Bond. If any act, action or proceeding is taken either in the name of the Minister or by joining the Minister as a party to such proceeding, then such act, action or proceeding shall be taken on the understanding and basis that the claimant who takes such act, action or proceeding shall indemnify and save harmless the Minister against all costs, charges and expenses or liabilities incurred thereon and any loss or damage resulting to the Minister by reason thereof; provided still further that, subject to the foregoing terms and conditions, a claimant may use the name of the Minister to sue on and enforce the provisions of this Bond.

4. No suit or action shall be commenced pursuant to clause 3 hereof by any claimant unless such claimant shall give notice within the time limits hereinafter set forth, to each of the Principal, Surety and Minister, stating the amount that is claimed. Such notice shall be served by mailing the same to the Principal, Surety and Minister at the addresses shown in this bond, or served in any manner in which legal process may be served in the Province of Alberta. Such notice shall be given:

(a) in respect of any claim for the amount or any portion thereof required to be held back from the claimant by the Principal or subcontractor under the terms of the claimant's contract with the Principal or subcontractor, within 120 days after such claimant should have been paid in full under the claimant's contract with the Principal or subcontractor,

(b) in respect of any claim other than for the holdback or portion thereof, referred to above, within 120 days after the date upon which such claimant did or performed the last of the work, or furnished the last materials for which such claim was made under the claimant's contract.

5. Any suit by a claimant under this Bond shall be instituted before the expiration of 1 year from the date on which the Principal ceased work on the Contract, including work under the guarantees and warranties provided in the Contract, and shall be instituted in a court of

competent jurisdiction in the Province of Alberta.

6. Upon receipt, at the address shown in this bond, by the Surety, of a notice of claim from a claimant, the Surety shall:

(a) immediately commence its investigation of the claim, and
(b) within 15 days, send, in writing, to the claimant and the Minister, an acknowledgment of the notice of claim and a statement of the procedures to be followed by the claimant in order to attempt to settle the claim.

7. Pursuant to clause 6. hereof and following compliance with the procedures referred to in clause 6. and;

(a) providing the claim is not being disputed, the Surety or the Principal, or both, shall make payment to the claimant within 30 days after the date of agreement on the quantum of the claim; or

(b) in the event the claim is being disputed, the Surety or the Principal, or both, shall, within 30 days, notify, in writing, the claimant and the Minister of the dispute, setting out the grounds of dispute.

8. Any material change in the Contract between the Principal and the Minister shall not prejudice the rights or interests of any claimant under this Bond, who is not instrumental in bringing about or has not caused such change.

9. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith, and in accordance with the provisions hereof, by the Surety.

10. Where the aggregate of claims appears to the Minister to exceed the sum of the bond amount and money due and payable to the Principal, the Minister and the Surety may agree to suspend payment until all claimants have substantiated their claims.

11. The Surety shall not be liable for a greater sum than the maximum amount specified in this Bond.

ADDRESS FOR NOTICES shall be:

MINISTER

at Alberta Transportation, Program Management Branch, 1st Floor, Twin Atria Building, 4999 - 98 Avenue, Edmonton, Alberta T6B 2X3.

PRINCIPAL at 39 HAMPTONS DR NW CALGARY, AB T3A 5H7

SURETY at 200-999 W.HASTINGS ST., VANCOUVER, BC V6C 2W2

IN WITNESS WHEREOF the Principal and the Surety have signed and sealed this Bond, this 21ST day of AUGUST, 20 17.

SIGNED, SEALED and DELIVERED by the Principal in the Presence of

TREVCON ENTERPRISES LTD.

(seal)

WITNESS TO PRINCIPAL

Principal

SIGNED, SEALED and DELIVERED by the Surety in the Presence of

INTACT INSURANCE COMPANY

(seal)

WITNESS TO SURETY

Surety



TREVCON ENTERPRISES LTD.
39 HAMPTONS DRIVE NW
CALGARY, AB T3A 5H7

INVOICE NO: 009734
INVOICE DATE: 08/31/2019
JOB NO: MP00008977
PO NO: 124-17-19
CUSTOMER: TREV-000

ATTN : TREVOR HADDOW
PROJECT: AT 14083 - BRIDGE CONSTRUCTION
MORRIN BRIDGE CONSTRUCTION

DESCRIPTION	QUANTITY	RATE	TOTAL
As Per Attached	1.00	\$412,258.50	\$412,258.50

76584.28

TOTAL VALUE OF WORK :	\$412,258.50
HOLDBACKS:	(41,225.85)
SUBTOTAL:	\$371,032.65
GST #R846685295:	18,551.63
TAX TOTAL :	\$18,551.63
GRAND TOTAL :	<u>\$389,584.28</u>

TERMS: NET 30 DAYS

OVERDUE AMOUNTS SUBJECT TO INTEREST CHARGES OF 18% PER ANNUM (1.5% PER MONTH).

FOR PROJECT INFORMATION, PLEASE CONTACT: NATHAN GATES (403) 293-0890



TREVCON ENTERPRISES LTD.
 39 HAMPTONS DRIVE NW
 CALGARY, AB T3A 5H7

INVOICE NO: 009735
 INVOICE DATE: 02/13/2020
 JOB NO: MP00008977
 PO NO:
 CUSTOMER: TREVCON-000

ATTN : TREVOR HADDOW
 PROJECT: AT 14083 - BRIDGE CONSTRUCTION
 MORRIN BRIDGE CONSTRUCTION

DESCRIPTION	QUANTITY	RATE	TOTAL
Holdback From Invoice# 009734	1.00	\$41,225.85	\$41,225.85

HB

TOTAL VALUE OF WORK:	<u>\$41,225.85</u>
HOLDBACKS:	41,225.85
SUBTOTAL:	<u>\$41,225.85</u>
GST #R846685295:	2,061.29
TAX TOTAL:	<u>\$2,061.29</u>
GRAND TOTAL:	<u><u>\$43,287.14</u></u>

TERMS: Holdback

OVERDUE AMOUNTS SUBJECT TO INTEREST CHARGES OF 18% PER ANNUM (1.5% PER MONTH).

FOR PROJECT INFORMATION, PLEASE CONTACT: NATHAN GATES (403) 293-0890



TREVCON ENTERPRISES LTD.
39 HAMPTONS DRIVE NW
CALGARY, AB T3A 5H7

INVOICE NO: 009968
INVOICE DATE: 10/31/2019
JOB NO: MP00008977
PO NO: 124-17-19
CUSTOMER: TREVCON-000

ATTN : TREVOR HADDOW
PROJECT: AT 14083 - BRIDGE CONSTRUCTION
ROADWAY WORK

DESCRIPTION	QUANTITY	RATE	TOTAL
As Per Attached	1.00	\$364,785.71	\$364,785.71

TOTAL VALUE OF WORK :	\$364,785.71
HOLDBACKS:	(36,478.57)
SUBTOTAL:	\$328,307.14
GST #R846685295:	16,415.36
TAX TOTAL :	\$16,415.36
GRAND TOTAL :	\$344,722.50

TERMS: NET 30 DAYS

OVERDUE AMOUNTS SUBJECT TO INTEREST CHARGES OF 18% PER ANNUM (1.5% PER MONTH).

FOR PROJECT INFORMATION, PLEASE CONTACT: NATHAN GATES (403) 293-0890

PROJECT: Morrin Bridge Construction

OWNERS NAME: Trevcon Enterprises Ltd
 OWNERS ADDRESS: 39 Hamplons Dr NW
 Calgary, AB
 T3A 5H7
 OWNERS PHONE: 403-815-9692
 OWNERS EMAIL: trevor@trevcon.ca
 OWNERS CONTACT: Trevor Haddow

PROGRESS START: 26-Jul-19
 PROGRESS END: 31-Oct-19
 INVOICE DATE: 31-Oct-19
 METRO PROJECT #: MP00008977
 OWNERS P.O. #: 124-17-19
 OWNERS PROJECT #:
 OWNERS CONTRACT #:

ITEM	DESCRIPTION	UNIT	CONTRACT	PREVIOUS	CURRENT	TOTAL	UNIT	RATE	CURRENT	AMOUNT	TOTAL
------	-------------	------	----------	----------	---------	-------	------	------	---------	--------	-------

01	Additional mobilizations (includes two mobilizations)	each	-	-	-	-	6,500.00	\$	-	-	-
02	Preparing subgrade surface (First Layer)	m2	20,700.00	16,607.00	5,757.00	22,364.00	1.80	\$	10,362.60	40,265.20	-
03	Granular base course Des. 2 Class 25	tonnes	33,500.00	12,689.00	5,489.76	18,178.76	13.50	\$	74,111.76	245,413.26	-
04	Asphalt Concrete Pavement - EPS Mix Type S3 (PG 58-28)	tonnes	6,400.00	1,596.34	2,083.63	3,679.97	110.00	\$	229,199.30	404,796.70	-
05	Asphalt Concrete Pavement - EPS Mix Type H2 (PG 58-28)	tonnes	5,600.00	12.18	469.62	481.80	117.50	\$	55,180.35	56,811.50	-
06	Bridge: Asphalt Concrete Pavement - EPS Mix Type H2 (PG 58-28)	tonnes	382.00	234.73	60.30	174.43	145.00	\$	8,743.50	25,292.35	-

SUBTOTAL WORK ON CONTRACT \$ 360,110.51

CHANGES TO CONTRACT

07 As per Force Account See sheets for reference 1.00 \$ 4,675.20 1.00 \$ 4,675.20 1.00 \$ 4,675.20

SUBTOTAL CHANGES TO CONTRACT \$ 4,675.20

TOTAL	\$ 777,044.21	\$ 364,785.71	\$ 364,785.71
HOLDBACK - 10%	77,704.42	36,478.57	36,478.57
BALANCE	\$ 699,339.79	\$ 328,307.14	\$ 328,307.14
GST - 5%	34,966.99	16,415.36	16,415.36
TOTAL PROGRESS AMOUNT	\$ 734,306.78	\$ 344,722.50	\$ 344,722.50
LESS PREVIOUS AMOUNT	389,584.28		
TOTAL AMOUNT DUE	\$ 344,722.50	\$ 344,722.50	\$ 344,722.50

POSTED
9/24/19



TREVCON ENTERPRISES LTD.
39 HAMPTONS DRIVE NW
CALGARY, AB T3A 5H7

INVOICE NO: 009969
INVOICE DATE: 02/13/2020
JOB NO: MP00008977
PO NO:
CUSTOMER: TREVCON-000

ATTN : TREVOR HADDOW
PROJECT: AT 14083 - BRIDGE CONSTRUCTION
ROADWAY WORK

DESCRIPTION	QUANTITY	RATE	TOTAL
Holdback From Invoice# 009968	1.00	\$ 36,478.571	\$36,478.57

HB

SUBTOTAL: \$36,478.57
GST #R846685295: 1,823.93
TAX TOTAL: \$1,823.93
GRAND TOTAL: \$38,302.50

TERMS: Holdback
OVERDUE AMOUNTS SUBJECT TO INTEREST CHARGES OF 18% PER ANNUM (1.5% PER MONTH).

FOR PROJECT INFORMATION, PLEASE CONTACT: NATHAN GATES (403) 293-0890

Metro Paving and Roadbuilding

MONTHLY PROGRESS CLAIM

UNIT PRICE CONTRACT

Owner Alberta Transportation
Project Red Deer River Bridge on Hwy 27
Contractor Trevcon Enterprises Ltd.
Address 39 Hamptons Dr. N.W.
 Calgary, AB T3A 5H7

Month Ending August 25, 2019
PO No. 124-17-19
Claim No. 1
Page 1 of 1
Metro Invoice # 9743

Tender Contract Amount				Change Orders				Adjusted Contract Amount			
\$1,906,900.00				#REF!				#REF!			
Item No.	Brief Description	Est. Quan.	Unit	Unit Price	Total AMT	Work Done to Date Quantity	Work Done to Date Amount	Previously Claimed Quantity	Previously Claimed Amount	This Progress Claim Quantity	This Progress Claim Amount
1	Extra Mobilizations	1	LS	\$ 6,500.00	\$ 6,500.00		\$ -		\$ -	0	\$ -
General Requirements Total					\$ 6,500.00		\$ -		\$ -		\$ -
ROADWAY WORK											
33	Preparing Subgrade Surface (First Layer)	20700	m2	\$ 1.80	\$ 37,260.00	16607	\$ 29,892.60		\$ -	16607	\$ 29,892.60
34	Granular Base Course Des. 2 Class 25	33500	t	\$ 13.50	\$ 452,250.00	12689	\$ 171,301.50		\$ -	12689	\$ 171,301.50
36	Asphalt Concrete Pavement - EPS Mix Type S3 (PG 58-28)	6400	t	\$ 110.00	\$ 704,000.00	1596.34	\$ 175,597.40		\$ -	1596.34	\$ 175,597.40
37	Asphalt Concrete Pavement - EPS Mix Type H2 (PG 58-28)	5600	t	\$ 117.50	\$ 658,000.00	12.18	\$ 1,431.15		\$ -	12.18	\$ 1,431.15
Roadway Work Total					\$ 1,851,510.00		\$ 378,222.65		\$ -	0	\$ 378,222.65
97	Asphalt Concrete Pavement - Mix Type H2 (PG 58-28)	382	t	\$ 145.00	\$ 55,390.00	234.73	\$ 34,035.85		\$ -	234.73	\$ 34,035.85
Bridge Construction Total					\$ 55,390.00		\$ 34,035.85		\$ -		\$ 34,035.85
Extra Work Orders											
					\$ -		\$ -		\$ -	0	\$ -
					\$ -		\$ -		\$ -	0	\$ -
					\$ -		\$ -		\$ -	0	\$ -
					\$ -		\$ -		\$ -	0	\$ -
Extra Work Orders Total					\$ -		\$ -		\$ -		\$ -
Contract Total (excluding GST & Contingency)					\$ 1,906,900.00		\$ 412,258.50		\$ -		\$ 412,258.50
					HB		\$ 41,225.85		\$ -		\$ 41,225.85
					Sub Total		\$ 371,032.65		\$ -		\$ 371,032.65
					GST		\$ 18,551.63		\$ -		\$ 18,551.63
					Total		\$ 389,584.28		\$ -		\$ 389,584.28

Notes:
 Item 34 held 620t

Metro Paving and Roadbuilding

MONTHLY PROGRESS CLAIM

UNIT PRICE CONTRACT

Owner Alberta Transportation
Project Red Deer River Bridge on Hwy 27
Contractor Trevcon Enterprises Ltd.
Address 39 Hamptons Dr. N.W.
 Calgary, AB T3A 5H7

Month Ending September 25, 2019
PO No. 124-17-19
Claim No. 2
Page 1 of 1
Metro Invoice # 9968

Tender Contract Amount				Change Orders				Adjusted Contract Amount			
\$1,906,900.00				#REF!				#REF!			
Item No.	Brief Description	Est. Quan.	Unit	Unit Price	Total AMT	Work Done to Date		Previously Claimed		This Progress Claim	
						Quantity	Amount	Quantity	Amount	Quantity	Amount
1	Extra Mobilizations	1	LS	\$ 6,500.00	\$ 6,500.00		\$ -		\$ -	0	\$ -
General Requirements Total					\$ 6,500.00		\$ -		\$ -		\$ -
ROADWAY WORK											
33	Preparing Subgrade Surface (First Layer)	20700	m2	\$ 1.80	\$ 37,260.00	22364	\$ 40,255.20	16607	\$ 29,892.60	5757	\$ 10,362.60
34	Granular Base Course Des. 2 Class 25	33500	t	\$ 13.50	\$ 452,250.00	15878.93	\$ 214,365.56	12689	\$ 171,301.50	3189.93	\$ 43,064.06
36	Asphalt Concrete Pavement - EPS Mix Type S3 (PG 58-28)	6400	t	\$ 110.00	\$ 704,000.00	1596.34	\$ 175,597.40	1596.34	\$ 175,597.40	0	\$ -
37	Asphalt Concrete Pavement - EPS Mix Type H2 (PG 58-28)	5600	t	\$ 117.50	\$ 658,000.00	140.47	\$ 16,505.23	12.18	\$ 1,431.15	128.29	\$ 15,074.08
Roadway Work Total					\$ 1,851,510.00		\$ 446,723.38		\$ 378,222.65	0	\$ 68,500.73
97	Asphalt Concrete Pavement - Mix Type H2 (PG 58-28)	382	t	\$ 145.00	\$ 55,390.00	174.43	\$ 25,292.35	234.73	\$ 34,035.85	-60.3	\$ 8,743.50
Bridge Construction Total					\$ 55,390.00		\$ 25,292.35		\$ 34,035.85		-\$ 8,743.50
Extra Work Orders											
					\$ -		\$ -		\$ -	0	\$ -
					\$ -		\$ -		\$ -	0	\$ -
					\$ -		\$ -		\$ -	0	\$ -
					\$ -		\$ -		\$ -	0	\$ -
Extra Work Orders Total					\$ -		\$ -		\$ -		\$ -
Contract Total (excluding GST & Contingency)					\$ 1,906,900.00		\$ 472,015.73		\$ 412,258.50		\$ 59,757.23
					HB		\$ 47,201.57		\$ 41,225.85		\$ 5,975.72
					Sub Total		\$ 424,814.16		\$ 371,032.65		\$ 53,781.51
					GST		\$ 21,240.71		\$ 18,551.63		\$ 2,689.08
					Total		\$ 446,054.86		\$ 389,584.28		\$ 56,470.58

Notes:
 Item 34 held 620t

Metro Paving and Roadbuilding

MONTHLY PROGRESS CLAIM

UNIT PRICE CONTRACT

Owner Alberta Transportation
Project Red Deer River Bridge on Hwy 27
Contractor Trevcon Enterprises Ltd.
Address 39 Hamptons Dr. N.W.
 Calgary, AB T3A 5H7

Month Ending October 25, 2019
PO No. 124-17-19
Claim No. 3
Page 1 of 1
Metro Invoice # 9968

Tender Contract Amount				Change Orders				Adjusted Contract Amount			
\$1,911,575.20				#REF!				#REF!			
Item No.	Brief Description	Est. Quan.	Unit	Unit Price	Total AMT	Work Done to Date		Previously Claimed		This Progress Claim	
						Quantity	Amount	Quantity	Amount	Quantity	Amount
1	Extra Mobilizations	1	LS	\$ 6,500.00	\$ 6,500.00		\$ -		\$ -	0	\$ -
General Requirements Total					\$ 6,500.00		\$ -		\$ -		\$ -
ROADWAY WORK											
33	Preparing Subgrade Surface (First Layer)	20700	m2	\$ 1.80	\$ 37,260.00	22364	\$ 40,255.20	22364	\$ 40,255.20	0	\$ -
34	Granular Base Course Des. 2 Class 25	33500	t	\$ 13.50	\$ 452,250.00	18178.76	\$ 245,413.26	15878.93	\$ 214,365.56	2299.83	\$ 31,047.71
36	Asphalt Concrete Pavement - EPS Mix Type S3 (PG 58-28)	6400	t	\$ 110.00	\$ 704,000.00	3679.97	\$ 404,796.70	1596.34	\$ 175,597.40	2083.63	\$ 229,199.30
37	Asphalt Concrete Pavement - EPS Mix Type H2 (PG 58-28)	5600	t	\$ 117.50	\$ 658,000.00	481.8	\$ 56,611.50	140.47	\$ 16,505.23	341.33	\$ 40,106.28
Roadway Work Total					\$ 1,851,510.00		\$ 747,076.66		\$ 446,723.38	0	\$ 300,353.28
97	Asphalt Concrete Pavement - Mix Type H2 (PG 58-28)	382	t	\$ 145.00	\$ 55,390.00	174.43	\$ 25,292.35	174.43	\$ 25,292.35	0	\$ -
Bridge Construction Total					\$ 55,390.00		\$ 25,292.35		\$ 25,292.35		\$ -
Extra Work Orders											
A	Force Account	1	LS	\$ 4,675.20	\$ 4,675.20	1	\$ 4,675.20		\$ -	1	\$ 4,675.20
					\$ -		\$ -		\$ -	0	\$ -
					\$ -		\$ -		\$ -	0	\$ -
					\$ -		\$ -		\$ -	0	\$ -
Extra Work Orders Total					\$ 4,675.20		\$ 4,675.20		\$ -		\$ 4,675.20
Contract Total (excluding GST & Contingency)					\$ 1,911,575.20		\$ 777,044.21		\$ 472,015.73		\$ 305,028.48
					HB		\$ 77,704.42		\$ 47,201.57		\$ 30,502.85
					Sub Total		\$ 699,339.79		\$ 424,814.16		\$ 274,525.63
					GST		\$ 34,966.99		\$ 21,240.71		\$ 13,726.28
					Total		\$ 734,306.78		\$ 446,054.86		\$ 288,251.91

Notes:
 Item 34 released 6/20
 Item 97 - some held till deck repaired

UNIT PRICE CONTRACT

Owner Alberta Transportation
Project Red Deer River Bridge on Hwy 27
Contractor Trevcon Enterprises Ltd.
Address 39 Hamptons Dr. N.W.
 Calgary, AB T3A 5H7

Month Ending August 25, 2020
PO No. 124-17-19
Claim No. 4
Page 1 of 1
Metro Invoice #

Tender Contract Amount				Change Orders				Adjusted Contract Amount			
\$1,906,900.00				\$7,798.43				\$1,914,698.43			
Item No.	Brief Description	Est. Quan.	Unit	Unit Price	Total AMT	Work Done to Date		Previously Claimed		This Progress Claim	
						Quantity	Amount	Quantity	Amount	Quantity	Amount
1	Extra Mobilizations	1	LS	\$ 6,500.00	\$ 6,500.00		\$ -		\$ -	0	\$ -
General Requirements Total					\$ 6,500.00		\$ -		\$ -		\$ -
ROADWAY WORK											
33	Preparing Subgrade Surface (First Layer)	20700	m2	\$ 1.80	\$ 37,260.00	30271.7	\$ 54,489.06	22364	\$ 40,255.20	7907.7	\$ 14,233.86
34	Granular Base Course Des. 2 Class 25	33500	t	\$ 13.50	\$ 452,250.00	24991.1	\$ 337,379.85	18178.76	\$ 245,413.26	6812.34	\$ 91,966.59
36	Asphalt Concrete Pavement - EPS Mix Type S3 (PG 58-28)	6400	t	\$ 110.00	\$ 704,000.00	5047.49	\$ 555,223.90	3679.97	\$ 404,796.70	1367.52	\$ 150,427.20
37	Asphalt Concrete Pavement - EPS Mix Type H2 (PG 58-28)	5600	t	\$ 117.50	\$ 658,000.00	2151.48	\$ 252,798.90	481.8	\$ 56,611.50	1669.68	\$ 196,187.40
Roadway Work Total					\$ 1,851,510.00		\$ 1,199,891.71		\$ 747,076.66		\$ 452,815.05
97	Asphalt Concrete Pavement - Mix Type H2 (PG 58-28)	382	t	\$ 145.00	\$ 55,390.00	174.43	\$ 25,292.35	174.43	\$ 25,292.35	0	\$ -
Bridge Construction Total					\$ 55,390.00		\$ 25,292.35		\$ 25,292.35		\$ -
Extra Work Orders											
A	Force Account	1	LS	\$ 4,675.20	\$ 4,675.20	1	\$ 4,675.20	1	\$ 4,675.20	0	\$ -
B	Payment for loading GBC	6246.46	t	\$ 0.50	\$ 3,123.23	6246.46	\$ 3,123.23		\$ -	6246.46	\$ 3,123.23
Extra Work Orders Total					\$ 7,798.43		\$ 7,798.43		\$ 4,675.20		\$ 3,123.23
					\$ 1,914,698.43		\$ 1,232,982.49		\$ 777,044.21		\$ 455,938.28
					HB		\$ 123,298.25		\$ 77,704.42		\$ 45,593.83
					Sub Total		\$ 1,109,684.24		\$ 699,339.79		\$ 410,344.45
					GST		\$ 55,484.21		\$ 34,966.99		\$ 20,517.22
					Total		\$ 1,165,168.45		\$ 734,306.78		\$ 430,861.67

Notes:

Deductions (based on WSP notes) are at Aecon rate for asphalt that was unused, wasted or used for patching (non progressable).
 Above is if Trevcon pays Aecon direct

UNIT PRICE CONTRACT

Owner Alberta Transportation
Project Red Deer River Bridge on Hwy 27
Contractor Trevcon Enterprises Ltd.
Address 39 Hamptons Dr. N.W.
 Calgary, AB T3A 5H7

Month Ending September 25, 2020
PO No. 124-17-19
Claim No. 5
Page 1 of 1
Metro Invoice #

Tender Contract Amount				Change Orders				Adjusted Contract Amount			
\$1,906,900.00				-\$66,868.70				\$1,840,031.30			
Item No.	Brief Description	Est. Quan.	Unit	Unit Price	Total AMT	Work Done to Date		Previously Claimed		This Progress Claim	
						Quantity	Amount	Quantity	Amount	Quantity	Amount
1	Extra Mobilizations	1	LS	\$ 6,500.00	\$ 6,500.00		\$ -		\$ -	0	\$ -
General Requirements Total					\$ 6,500.00		\$ -		\$ -		\$ -
ROADWAY WORK											
33	Preparing Subgrade Surface (First Layer)	20700	m2	\$ 1.80	\$ 37,260.00	30271.7	\$ 54,489.06	30271.7	\$ 54,489.06	0	\$ -
34	Granular Base Course Des. 2 Class 25	33500	t	\$ 13.50	\$ 452,250.00	24991.1	\$ 337,379.85	24991.1	\$ 337,379.85	0	\$ -
36	Asphalt Concrete Pavement - EPS Mix Type S3 (PG 58-28)	6400	t	\$ 110.00	\$ 704,000.00	5047.49	\$ 555,223.90	5047.49	\$ 555,223.90	0	\$ -
37	Asphalt Concrete Pavement - EPS Mix Type H2 (PG 58-28)	5600	t	\$ 117.50	\$ 658,000.00	4870.43	\$ 572,275.53	2151.48	\$ 252,798.90	2718.95	\$ 319,476.63
Roadway Work Total					\$ 1,851,510.00		\$ 1,519,368.34		\$ 1,199,891.71		\$ 319,476.63
97	Asphalt Concrete Pavement - Mix Type H2 (PG 58-28)	382	t	\$ 145.00	\$ 55,390.00	335.61	\$ 48,663.45	174.43	\$ 25,292.35	161.18	\$ 23,371.10
Bridge Construction Total					\$ 55,390.00		\$ 48,663.45		\$ 25,292.35		\$ 23,371.10
Extra Work Orders											
A	Force Account	1	LS	\$ 4,675.20	\$ 4,675.20	1	\$ 4,675.20	1	\$ 4,675.20	0	\$ -
B	Payment for loading GBC	6246.46	t	\$ 0.50	\$ 3,123.23	6246.46	\$ 3,123.23	6246.46	\$ 3,123.23	0	\$ -
C	IRI retest	-1	LS	\$ 3,125.00	-\$ 3,125.00	-1	-\$ 3,125.00			-1	-\$ 3,125.00
D	Packer Rental	-1	LS	\$ 9,763.40	-\$ 9,763.40	-1	-\$ 9,763.40			-1	-\$ 9,763.40
E	Waste Gravel	-1	LS	\$ 20,362.31	-\$ 20,362.31	-1	-\$ 20,362.31			-1	-\$ 20,362.31
F	Traffic Accom Backcharges (estimated)	1	LS	-\$ 15,000.00	-\$ 15,000.00	1	-\$ 15,000.00		\$ -	1	-\$ 15,000.00
G	Sit Occ Days Backcharges	1	LS	-\$ 1,500.00	-\$ 1,500.00	1	-\$ 1,500.00		\$ -	1	-\$ 1,500.00
H	Smoothness Test/WSP Deduction	1	LS	-\$ 16,234.69	-\$ 16,234.69	1	-\$ 16,234.69		\$ -	1	-\$ 16,234.69
I	Added QA Costs for WSP	1	LS	-\$ 8,681.73	-\$ 8,681.73	1	-\$ 8,681.73		\$ -	1	-\$ 8,681.73
Extra Work Orders Total					-\$ 66,868.70		-\$ 66,868.70		\$ 7,798.43		-\$ 74,667.13
Contract Total (excluding GST & Contingency)					\$ 1,840,031.30		\$ 1,501,163.09		\$ 1,232,982.49		\$ 268,180.60
					HB		\$ 150,116.31		\$ 123,298.25		\$ 26,818.06
					Sub Total		\$ 1,351,046.78		\$ 1,109,684.24		\$ 241,362.54
					GST		\$ 67,552.34		\$ 55,484.21		\$ 12,068.13
					Total		\$ 1,418,599.12		\$ 1,165,168.45		\$ 253,430.66

Notes:

Deductions (based on WSP notes) are at Aecon rate for asphalt that was unused, wasted or used for patching (non progressable).
 Above is if Trevcon pays Aecon direct

Metro Paving and Roadbuilding

MONTHLY PROGRESS CLAIM

UNIT PRICE CONTRACT

Owner Alberta Transportation
Project Red Deer River Bridge on Hwy 27
Contractor Trevcon Enterprises Ltd.
Address 39 Hamptons Dr. N.W.
 Calgary, AB T3A 5H7

Month Ending October 25, 2020
PO No. 124-17-19
Claim No. 6
Page 1 of 1
Metro Invoice #

Tender Contract Amount				Change Orders				Adjusted Contract Amount			
\$1,906,900.00				-\$74,269.00				\$1,832,631.00			
Item No.	Brief Description	Est. Quan.	Unit	Unit Price	Total AMT	Work Done to Date Quantity	Work Done to Date Amount	Previously Claimed Quantity	Previously Claimed Amount	This Progress Claim Quantity	This Progress Claim Amount
1	Extra Mobilizations	1	LS	\$ 6,500.00	\$ 6,500.00		\$ -		\$ -	0	\$ -
General Requirements Total					\$ 6,500.00		\$ -		\$ -		\$ -
ROADWAY WORK											
33	Preparing Subgrade Surface (First Layer)	20700	m2	\$ 1.80	\$ 37,260.00	30271.7	\$ 54,489.06	30271.7	\$ 54,489.06	0	\$ -
34	Granular Base Course Des. 2 Class 25	33500	t	\$ 13.50	\$ 452,250.00	24991.1	\$ 337,379.85	24991.1	\$ 337,379.85	0	\$ -
36	Asphalt Concrete Pavement - EPS Mix Type S3 (PG 58-28)	6400	t	\$ 110.00	\$ 704,000.00	5047.49	\$ 555,223.90	5047.49	\$ 555,223.90	0	\$ -
37	Asphalt Concrete Pavement - EPS Mix Type H2 (PG 58-28)	5600	t	\$ 117.50	\$ 658,000.00	5005.43	\$ 588,138.03	4870.43	\$ 572,275.53	135	\$ 15,862.50
Roadway Work Total					\$ 1,851,510.00		\$ 1,535,230.84		\$ 1,519,368.34		\$ 15,862.50
97	Asphalt Concrete Pavement - Mix Type H2 (PG 58-28)	382	t	\$ 145.00	\$ 55,390.00	335.61	\$ 48,663.45	335.61	\$ 48,663.45	0	\$ -
Bridge Construction Total					\$ 55,390.00		\$ 48,663.45		\$ 48,663.45		\$ -
Extra Work Orders											
A	Force Account	1	LS	\$ 4,675.20	\$ 4,675.20	1	\$ 4,675.20	1	\$ 4,675.20	0	\$ -
B	Payment for loading GBC	6246.46	t	\$ 0.50	\$ 3,123.23	6246.46	\$ 3,123.23	6246.46	\$ 3,123.23	0	\$ -
C	IRI retest	-1	LS	\$ 3,125.00	-\$ 3,125.00	-1	-\$ 3,125.00	-1	-\$ 3,125.00	0	\$ -
D	Packer Rental	-1	LS	\$ 9,763.40	-\$ 9,763.40	-1	-\$ 9,763.40	-1	-\$ 9,763.40	0	\$ -
E	Waste Gravel	-1	LS	\$ 20,362.31	-\$ 20,362.31	-1	-\$ 20,362.31	-1	-\$ 20,362.31	0	\$ -
F	Traffic Accom Backcharges	1	LS	-\$ 15,000.00	-\$ 15,000.00	1	-\$ 15,000.00	1	-\$ 15,000.00	0	\$ -
G	Sit Occ Days Backcharges	1	LS	-\$ 1,500.00	-\$ 1,500.00	1	-\$ 1,500.00	1	-\$ 1,500.00	0	\$ -
H	Smoothness Test Deduction (ACP Penalties)	1	LS	-\$ 16,234.69	-\$ 16,234.69	1	-\$ 16,234.69	1	-\$ 16,234.69	0	\$ -
I	Added QA Costs for WSP	1	LS	-\$ 8,681.73	-\$ 8,681.73	1	-\$ 8,681.73	1	-\$ 8,681.73	0	\$ -
J	Concrete Slab Repair (DWR016)	1	LS	-\$ 7,400.30	-\$ 7,400.30	1	-\$ 7,400.30		\$ -	1	-\$ 7,400.30
Extra Work Orders Total					-\$ 74,269.00		-\$ 74,269.00		-\$ 66,868.70		-\$ 7,400.30
Contract Total (excluding GST & Contingency)					\$ 1,832,631.00		\$ 1,509,625.29		\$ 1,501,163.09		\$ 8,462.20
					HB		\$ 150,962.53		\$ 150,116.31		\$ 846.22
					Sub Total		\$ 1,358,662.76		\$ 1,351,046.78		\$ 7,615.98
					GST		\$ 67,933.14		\$ 67,552.34		\$ 380.80
					Total		\$ 1,426,595.89		\$ 1,418,599.12		\$ 7,996.78

Notes:

Deductions (based on WSP notes) are at Aecon rate for asphalt that was unused, wasted or used for patching (non progressable).
 Above is if Trevcon pays Aecon direct

Metro Paving and Roadbuilding

MONTHLY PROGRESS CLAIM

UNIT PRICE CONTRACT

Owner Alberta Transportation
Project Red Deer River Bridge on Hwy 27
Contractor Trevcon Enterprises Ltd.
Address 39 Hamptons Dr. N.W.
 Calgary, AB T3A 5H7

Month Ending November 25, 2020
PO No. 124-17-19
Claim No. 7
Page 1 of 1
Metro Invoice #

Tender Contract Amount				Change Orders				Adjusted Contract Amount			
\$1,906,900.00				-\$74,269.00				\$1,832,631.00			
Item No.	Brief Description	Est. Quan.	Unit	Unit Price	Total AMT	Work Done to Date Quantity	Work Done to Date Amount	Previously Claimed Quantity	Previously Claimed Amount	This Progress Claim Quantity	This Progress Claim Amount
1	Extra Mobilizations	1	LS	\$ 6,500.00	\$ 6,500.00		\$ -		\$ -	0	\$ -
General Requirements Total					\$ 6,500.00		\$ -		\$ -		\$ -
ROADWAY WORK											
33	Preparing Subgrade Surface (First Layer)	20700	m2	\$ 1.80	\$ 37,260.00	30271.7	\$ 54,489.06	30271.7	\$ 54,489.06	0	\$ -
34	Granular Base Course Des. 2 Class 25	33500	t	\$ 13.50	\$ 452,250.00	24990.17	\$ 337,367.30	24991.1	\$ 337,379.85	-0.93	-\$ 12.55
36	Asphalt Concrete Pavement - EPS Mix Type S3 (PG 58-28)	6400	t	\$ 110.00	\$ 704,000.00	5047.49	\$ 555,223.90	5047.49	\$ 555,223.90	0	\$ -
37	Asphalt Concrete Pavement - EPS Mix Type H2 (PG 58-28)	5600	t	\$ 117.50	\$ 658,000.00	5652.23	\$ 664,137.03	5005.43	\$ 588,138.03	646.8	\$ 75,999.00
Roadway Work Total					\$ 1,851,510.00		\$ 1,611,217.28		\$ 1,535,230.84		\$ 75,986.44
97	Asphalt Concrete Pavement - Mix Type H2 (PG 58-28)	382	t	\$ 145.00	\$ 55,390.00	335.61	\$ 48,663.45	335.61	\$ 48,663.45	0	\$ -
Bridge Construction Total					\$ 55,390.00		\$ 48,663.45		\$ 48,663.45		\$ -
Extra Work Orders											
A	Force Account	1	LS	\$ 4,675.20	\$ 4,675.20	1	\$ 4,675.20	1	\$ 4,675.20	0	\$ -
B	Payment for loading GBC	6246.46	t	\$ 0.50	\$ 3,123.23	6246.46	\$ 3,123.23	6246.46	\$ 3,123.23	0	\$ -
C	IRI retest	-1	LS	\$ 3,125.00	-\$ 3,125.00	-1	-\$ 3,125.00	-1	-\$ 3,125.00	0	\$ -
D	Packer Rental	-1	LS	\$ 9,763.40	-\$ 9,763.40	-1	-\$ 9,763.40	-1	-\$ 9,763.40	0	\$ -
E	Waste Gravel	-1	LS	\$ 20,362.31	-\$ 20,362.31	-1	-\$ 20,362.31	-1	-\$ 20,362.31	0	\$ -
F	Traffic Accom Backcharges	1	LS	-\$ 15,000.00	-\$ 15,000.00	1	-\$ 15,000.00	1	-\$ 15,000.00	0	\$ -
G	Sit Occ Days Backcharges	1	LS	-\$ 1,500.00	-\$ 1,500.00	1	-\$ 1,500.00	1	-\$ 1,500.00	0	\$ -
H	Smoothness Test Deduction (ACP Penalties)	1	LS	-\$ 16,234.69	-\$ 16,234.69	1	-\$ 16,234.69	1	-\$ 16,234.69	0	\$ -
I	Added QA Costs for WSP	1	LS	-\$ 8,681.73	-\$ 8,681.73	1	-\$ 8,681.73	1	-\$ 8,681.73	0	\$ -
J	Concrete Slab Repair (DWR016)	1	LS	-\$ 7,400.30	-\$ 7,400.30	1	-\$ 7,400.30	1	-\$ 7,400.30	0	\$ -
Extra Work Orders Total					-\$ 74,269.00		-\$ 74,269.00		-\$ 74,269.00		\$ -
Contract Total (excluding GST & Contingency)					\$ 1,832,631.00		\$ 1,585,611.73		\$ 1,509,625.29		\$ 75,986.44
					HB		\$ 158,561.17		\$ 150,962.53		\$ 7,598.64
					Sub Total		\$ 1,427,050.56		\$ 1,358,662.76		\$ 68,387.80
					GST		\$ 71,352.53		\$ 67,933.14		\$ 3,419.39
					Total		\$ 1,498,403.08		\$ 1,426,595.89		\$ 71,807.19

Notes:

Deductions (based on WSP notes) are at Aecon rate for asphalt that was unused, wasted or used for patching (non progressable).
 Above is if Trevcon pays Aecon direct

Kay, Richard

From: Ron Friesen <ronf@metropaving.com>
Sent: Thursday, January 21, 2021 1:46 PM
To: Marechal, Danielle; Darryl Conroy; Lonergan, Clark
Subject: FW: Metro Progresses and Recon
Attachments: image001.jpg; image002.png; Metro Progress 1-7_Red Deer R Bridge _rev 12-22-20.pdf; Metro Aecon Recon_Revised 12-22-20.pdf

The first payment was for 2019 asphalt supplied.
Thank you.

; Darryl Conroy <; Char Geick <
| Operations Manager |

Calgary, Alberta T3A 5H7

C:1.403.815.9692 F:1.403.547.5486

www.trevcon.ca

; darryl.conroy@metropaving.com; Char Geick (char@trevcon.ca) <
| Operations Manager |

Calgary, Alberta T3A 5H7

C:1.403.815.9692 F:1.403.547.5486

www.trevcon.ca

Metro Paving and Roadbuilding

MONTHLY PROGRESS CLAIM

UNIT PRICE CONTRACT

Owner Alberta Transportation
Project Red Deer River Bridge on Hwy 27
Contractor Trevcon Enterprises Ltd.
Address 39 Hamptons Dr. N.W.
 Calgary, AB T3A 5H7

Month Ending August 25, 2019
PO No. 124-17-19
Claim No. 1
Page 1 of 1
Metro Invoice # 9743

Tender Contract Amount				Change Orders				Adjusted Contract Amount			
\$1,906,900.00				#REF!				#REF!			
Item No.	Brief Description	Est. Quan.	Unit	Unit Price	Total AMT	Work Done to Date Quantity	Work Done to Date Amount	Previously Claimed Quantity	Previously Claimed Amount	This Progress Claim Quantity	This Progress Claim Amount
1	Extra Mobilizations	1	LS	\$ 6,500.00	\$ 6,500.00		\$ -		\$ -	0	\$ -
General Requirements Total					\$ 6,500.00		\$ -		\$ -		\$ -
ROADWAY WORK											
33	Preparing Subgrade Surface (First Layer)	20700	m2	\$ 1.80	\$ 37,260.00	16607	\$ 29,892.60		\$ -	16607	\$ 29,892.60
34	Granular Base Course Des. 2 Class 25	33500	t	\$ 13.50	\$ 452,250.00	12689	\$ 171,301.50		\$ -	12689	\$ 171,301.50
36	Asphalt Concrete Pavement - EPS Mix Type S3 (PG 58-28)	6400	t	\$ 110.00	\$ 704,000.00	1596.34	\$ 175,597.40		\$ -	1596.34	\$ 175,597.40
37	Asphalt Concrete Pavement - EPS Mix Type H2 (PG 58-28)	5600	t	\$ 117.50	\$ 658,000.00	12.18	\$ 1,431.15		\$ -	12.18	\$ 1,431.15
Roadway Work Total					\$ 1,851,510.00		\$ 378,222.65		\$ -	0	\$ 378,222.65
97	Asphalt Concrete Pavement - Mix Type H2 (PG 58-28)	382	t	\$ 145.00	\$ 55,390.00	234.73	\$ 34,035.85		\$ -	234.73	\$ 34,035.85
Bridge Construction Total					\$ 55,390.00		\$ 34,035.85		\$ -		\$ 34,035.85
Extra Work Orders											
					\$ -		\$ -		\$ -	0	\$ -
					\$ -		\$ -		\$ -	0	\$ -
					\$ -		\$ -		\$ -	0	\$ -
					\$ -		\$ -		\$ -	0	\$ -
Extra Work Orders Total					\$ -		\$ -		\$ -		\$ -
Contract Total (excluding GST & Contingency)					\$ 1,906,900.00		\$ 412,258.50		\$ -		\$ 412,258.50
					HB		\$ 41,225.85		\$ -		\$ 41,225.85
					Sub Total		\$ 371,032.65		\$ -		\$ 371,032.65
					GST		\$ 18,551.63		\$ -		\$ 18,551.63
					Total		\$ 389,584.28		\$ -		\$ 389,584.28

Notes:
 Item 34 held 620t

UNIT PRICE CONTRACT

Owner Alberta Transportation
Project Red Deer River Bridge on Hwy 27
Contractor Trevcon Enterprises Ltd.
Address 39 Hamptons Dr. N.W.
 Calgary, AB T3A 5H7

Month Ending September 25, 2019
PO No. 124-17-19
Claim No. 2
Page 1 of 1
Metro Invoice # 9968

Tender Contract Amount				Change Orders				Adjusted Contract Amount			
\$1,906,900.00				#REF!				#REF!			
Item No.	Brief Description	Est. Quan.	Unit	Unit Price	Total AMT	Work Done to Date		Previously Claimed		This Progress Claim	
						Quantity	Amount	Quantity	Amount	Quantity	Amount
1	Extra Mobilizations	1	LS	\$ 6,500.00	\$ 6,500.00		\$ -		\$ -	0	\$ -
General Requirements Total					\$ 6,500.00		\$ -		\$ -		\$ -
ROADWAY WORK											
33	Preparing Subgrade Surface (First Layer)	20700	m2	\$ 1.80	\$ 37,260.00	22364	\$ 40,255.20	16607	\$ 29,892.60	5757	\$ 10,362.60
34	Granular Base Course Des. 2 Class 25	33500	t	\$ 13.50	\$ 452,250.00	15878.93	\$ 214,365.56	12689	\$ 171,301.50	3189.93	\$ 43,064.06
36	Asphalt Concrete Pavement - EPS Mix Type S3 (PG 58-28)	6400	t	\$ 110.00	\$ 704,000.00	1596.34	\$ 175,597.40	1596.34	\$ 175,597.40	0	\$ -
37	Asphalt Concrete Pavement - EPS Mix Type H2 (PG 58-28)	5600	t	\$ 117.50	\$ 658,000.00	140.47	\$ 16,505.23	12.18	\$ 1,431.15	128.29	\$ 15,074.08
Roadway Work Total					\$ 1,851,510.00		\$ 446,723.38		\$ 378,222.65	0	\$ 68,500.73
97	Asphalt Concrete Pavement - Mix Type H2 (PG 58-28)	382	t	\$ 145.00	\$ 55,390.00	174.43	\$ 25,292.35	234.73	\$ 34,035.85	-60.3	\$ 8,743.50
Bridge Construction Total					\$ 55,390.00		\$ 25,292.35		\$ 34,035.85		-\$ 8,743.50
Extra Work Orders											
					\$ -		\$ -		\$ -	0	\$ -
					\$ -		\$ -		\$ -	0	\$ -
					\$ -		\$ -		\$ -	0	\$ -
					\$ -		\$ -		\$ -	0	\$ -
Extra Work Orders Total					\$ -		\$ -		\$ -		\$ -
Contract Total (excluding GST & Contingency)					\$ 1,906,900.00		\$ 472,015.73		\$ 412,258.50		\$ 59,757.23
					HB		\$ 47,201.57		\$ 41,225.85		\$ 5,975.72
					Sub Total		\$ 424,814.16		\$ 371,032.65		\$ 53,781.51
					GST		\$ 21,240.71		\$ 18,551.63		\$ 2,689.08
					Total		\$ 446,054.86		\$ 389,584.28		\$ 56,470.58

Notes:
 Item 34 held 620t

Metro Paving and Roadbuilding

MONTHLY PROGRESS CLAIM

UNIT PRICE CONTRACT

Owner Alberta Transportation
Project Red Deer River Bridge on Hwy 27
Contractor Trevcon Enterprises Ltd.
Address 39 Hamptons Dr. N.W.
 Calgary, AB T3A 5H7

Month Ending October 25, 2019
PO No. 124-17-19
Claim No. 3
Page 1 of 1
Metro Invoice # 9968

Tender Contract Amount				Change Orders				Adjusted Contract Amount			
\$1,911,575.20				#REF!				#REF!			
Item No.	Brief Description	Est. Quan.	Unit	Unit Price	Total AMT	Work Done to Date		Previously Claimed		This Progress Claim	
						Quantity	Amount	Quantity	Amount	Quantity	Amount
1	Extra Mobilizations	1	LS	\$ 6,500.00	\$ 6,500.00		\$ -		\$ -	0	\$ -
General Requirements Total					\$ 6,500.00		\$ -		\$ -		\$ -
ROADWAY WORK											
33	Preparing Subgrade Surface (First Layer)	20700	m2	\$ 1.80	\$ 37,260.00	22364	\$ 40,255.20	22364	\$ 40,255.20	0	\$ -
34	Granular Base Course Des. 2 Class 25	33500	t	\$ 13.50	\$ 452,250.00	18178.76	\$ 245,413.26	15878.93	\$ 214,365.56	2299.83	\$ 31,047.71
36	Asphalt Concrete Pavement - EPS Mix Type S3 (PG 58-28)	6400	t	\$ 110.00	\$ 704,000.00	3679.97	\$ 404,796.70	1596.34	\$ 175,597.40	2083.63	\$ 229,199.30
37	Asphalt Concrete Pavement - EPS Mix Type H2 (PG 58-28)	5600	t	\$ 117.50	\$ 658,000.00	481.8	\$ 56,611.50	140.47	\$ 16,505.23	341.33	\$ 40,106.28
Roadway Work Total					\$ 1,851,510.00		\$ 747,076.66		\$ 446,723.38	0	\$ 300,353.28
97	Asphalt Concrete Pavement - Mix Type H2 (PG 58-28)	382	t	\$ 145.00	\$ 55,390.00	174.43	\$ 25,292.35	174.43	\$ 25,292.35	0	\$ -
Bridge Construction Total					\$ 55,390.00		\$ 25,292.35		\$ 25,292.35		\$ -
Extra Work Orders											
A	Force Account	1	LS	\$ 4,675.20	\$ 4,675.20	1	\$ 4,675.20		\$ -	1	\$ 4,675.20
					\$ -		\$ -		\$ -	0	\$ -
					\$ -		\$ -		\$ -	0	\$ -
					\$ -		\$ -		\$ -	0	\$ -
Extra Work Orders Total					\$ 4,675.20		\$ 4,675.20		\$ -		\$ 4,675.20
Contract Total (excluding GST & Contingency)					\$ 1,911,575.20		\$ 777,044.21		\$ 472,015.73		\$ 305,028.48
					HB		\$ 77,704.42		\$ 47,201.57		\$ 30,502.85
					Sub Total		\$ 699,339.79		\$ 424,814.16		\$ 274,525.63
					GST		\$ 34,966.99		\$ 21,240.71		\$ 13,726.28
					Total		\$ 734,306.78		\$ 446,054.86		\$ 288,251.91

Notes:
 Item 34 released 6/20
 Item 97 - some held till deck repaired

UNIT PRICE CONTRACT

Owner Alberta Transportation
Project Red Deer River Bridge on Hwy 27
Contractor Trevcon Enterprises Ltd.
Address 39 Hamptons Dr. N.W.
 Calgary, AB T3A 5H7

Month Ending August 25, 2020
PO No. 124-17-19
Claim No. 4
Page 1 of 1
Metro Invoice #

Tender Contract Amount				Change Orders				Adjusted Contract Amount			
\$1,906,900.00				\$7,798.43				\$1,914,698.43			
Item No.	Brief Description	Est. Quan.	Unit	Unit Price	Total AMT	Work Done to Date		Previously Claimed		This Progress Claim	
						Quantity	Amount	Quantity	Amount	Quantity	Amount
1	Extra Mobilizations	1	LS	\$ 6,500.00	\$ 6,500.00		\$ -		\$ -	0	\$ -
General Requirements Total					\$ 6,500.00		\$ -		\$ -		\$ -
ROADWAY WORK											
33	Preparing Subgrade Surface (First Layer)	20700	m2	\$ 1.80	\$ 37,260.00	30271.7	\$ 54,489.06	22364	\$ 40,255.20	7907.7	\$ 14,233.86
34	Granular Base Course Des. 2 Class 25	33500	t	\$ 13.50	\$ 452,250.00	24991.1	\$ 337,379.85	18178.76	\$ 245,413.26	6812.34	\$ 91,966.59
36	Asphalt Concrete Pavement - EPS Mix Type S3 (PG 58-28)	6400	t	\$ 110.00	\$ 704,000.00	5047.49	\$ 555,223.90	3679.97	\$ 404,796.70	1367.52	\$ 150,427.20
37	Asphalt Concrete Pavement - EPS Mix Type H2 (PG 58-28)	5600	t	\$ 117.50	\$ 658,000.00	2151.48	\$ 252,798.90	481.8	\$ 56,611.50	1669.68	\$ 196,187.40
Roadway Work Total					\$ 1,851,510.00		\$ 1,199,891.71		\$ 747,076.66		\$ 452,815.05
97	Asphalt Concrete Pavement - Mix Type H2 (PG 58-28)	382	t	\$ 145.00	\$ 55,390.00	174.43	\$ 25,292.35	174.43	\$ 25,292.35	0	\$ -
Bridge Construction Total					\$ 55,390.00		\$ 25,292.35		\$ 25,292.35		\$ -
Extra Work Orders											
A	Force Account	1	LS	\$ 4,675.20	\$ 4,675.20	1	\$ 4,675.20	1	\$ 4,675.20	0	\$ -
B	Payment for loading GBC	6246.46	t	\$ 0.50	\$ 3,123.23	6246.46	\$ 3,123.23		\$ -	6246.46	\$ 3,123.23
Extra Work Orders Total					\$ 7,798.43		\$ 7,798.43		\$ 4,675.20		\$ 3,123.23
					\$ 1,914,698.43		\$ 1,232,982.49		\$ 777,044.21		\$ 455,938.28
					HB		\$ 123,298.25		\$ 77,704.42		\$ 45,593.83
					Sub Total		\$ 1,109,684.24		\$ 699,339.79		\$ 410,344.45
					GST		\$ 55,484.21		\$ 34,966.99		\$ 20,517.22
					Total		\$ 1,165,168.45		\$ 734,306.78		\$ 430,861.67

Notes:

Deductions (based on WSP notes) are at Aecon rate for asphalt that was unused, wasted or used for patching (non progressable).
 Above is if Trevcon pays Aecon direct

Metro Paving and Roadbuilding

MONTHLY PROGRESS CLAIM

UNIT PRICE CONTRACT

Owner Alberta Transportation
Project Red Deer River Bridge on Hwy 27
Contractor Trevcon Enterprises Ltd.
Address 39 Hamptons Dr. N.W.
 Calgary, AB T3A 5H7

Month Ending September 25, 2020
PO No. 124-17-19
Claim No. 5
Page 1 of 1
Metro Invoice #

Tender Contract Amount				Change Orders				Adjusted Contract Amount			
\$1,906,900.00				-\$66,868.70				\$1,840,031.30			
Item No.	Brief Description	Est. Quan.	Unit	Unit Price	Total AMT	Work Done to Date		Previously Claimed		This Progress Claim	
						Quantity	Amount	Quantity	Amount	Quantity	Amount
1	Extra Mobilizations	1	LS	\$ 6,500.00	\$ 6,500.00		\$ -		\$ -	0	\$ -
General Requirements Total					\$ 6,500.00		\$ -		\$ -		\$ -
ROADWAY WORK											
33	Preparing Subgrade Surface (First Layer)	20700	m2	\$ 1.80	\$ 37,260.00	30271.7	\$ 54,489.06	30271.7	\$ 54,489.06	0	\$ -
34	Granular Base Course Des. 2 Class 25	33500	t	\$ 13.50	\$ 452,250.00	24991.1	\$ 337,379.85	24991.1	\$ 337,379.85	0	\$ -
36	Asphalt Concrete Pavement - EPS Mix Type S3 (PG 58-28)	6400	t	\$ 110.00	\$ 704,000.00	5047.49	\$ 555,223.90	5047.49	\$ 555,223.90	0	\$ -
37	Asphalt Concrete Pavement - EPS Mix Type H2 (PG 58-28)	5600	t	\$ 117.50	\$ 658,000.00	4870.43	\$ 572,275.53	2151.48	\$ 252,798.90	2718.95	\$ 319,476.63
Roadway Work Total					\$ 1,851,510.00		\$ 1,519,368.34		\$ 1,199,891.71		\$ 319,476.63
97	Asphalt Concrete Pavement - Mix Type H2 (PG 58-28)	382	t	\$ 145.00	\$ 55,390.00	335.61	\$ 48,663.45	174.43	\$ 25,292.35	161.18	\$ 23,371.10
Bridge Construction Total					\$ 55,390.00		\$ 48,663.45		\$ 25,292.35		\$ 23,371.10
Extra Work Orders											
A	Force Account	1	LS	\$ 4,675.20	\$ 4,675.20	1	\$ 4,675.20	1	\$ 4,675.20	0	\$ -
B	Payment for loading GBC	6246.46	t	\$ 0.50	\$ 3,123.23	6246.46	\$ 3,123.23	6246.46	\$ 3,123.23	0	\$ -
C	IRI retest	-1	LS	\$ 3,125.00	-\$ 3,125.00	-1	-\$ 3,125.00			-1	-\$ 3,125.00
D	Packer Rental	-1	LS	\$ 9,763.40	-\$ 9,763.40	-1	-\$ 9,763.40			-1	-\$ 9,763.40
E	Waste Gravel	-1	LS	\$ 20,362.31	-\$ 20,362.31	-1	-\$ 20,362.31			-1	-\$ 20,362.31
F	Traffic Accom Backcharges (estimated)	1	LS	-\$ 15,000.00	-\$ 15,000.00	1	-\$ 15,000.00		\$ -	1	-\$ 15,000.00
G	Sit Occ Days Backcharges	1	LS	-\$ 1,500.00	-\$ 1,500.00	1	-\$ 1,500.00		\$ -	1	-\$ 1,500.00
H	Smoothness Test/WSP Deduction	1	LS	-\$ 16,234.69	-\$ 16,234.69	1	-\$ 16,234.69		\$ -	1	-\$ 16,234.69
I	Added QA Costs for WSP	1	LS	-\$ 8,681.73	-\$ 8,681.73	1	-\$ 8,681.73		\$ -	1	-\$ 8,681.73
Extra Work Orders Total					-\$ 66,868.70		-\$ 66,868.70		\$ 7,798.43		-\$ 74,667.13
Contract Total (excluding GST & Contingency)					\$ 1,840,031.30		\$ 1,501,163.09		\$ 1,232,982.49		\$ 268,180.60
					HB		\$ 150,116.31		\$ 123,298.25		\$ 26,818.06
					Sub Total		\$ 1,351,046.78		\$ 1,109,684.24		\$ 241,362.54
					GST		\$ 67,552.34		\$ 55,484.21		\$ 12,068.13
					Total		\$ 1,418,599.12		\$ 1,165,168.45		\$ 253,430.66

Notes:

Deductions (based on WSP notes) are at Aecon rate for asphalt that was unused, wasted or used for patching (non progressable).
 Above is if Trevcon pays Aecon direct

Metro Paving and Roadbuilding

MONTHLY PROGRESS CLAIM

UNIT PRICE CONTRACT

Owner Alberta Transportation
Project Red Deer River Bridge on Hwy 27
Contractor Trevcon Enterprises Ltd.
Address 39 Hamptons Dr. N.W.
 Calgary, AB T3A 5H7

Month Ending October 25, 2020
PO No. 124-17-19
Claim No. 6
Page 1 of 1
Metro Invoice #

Tender Contract Amount				Change Orders				Adjusted Contract Amount			
\$1,906,900.00				-\$74,269.00				\$1,832,631.00			
Item No.	Brief Description	Est. Quan.	Unit	Unit Price	Total AMT	Work Done to Date Quantity	Work Done to Date Amount	Previously Claimed Quantity	Previously Claimed Amount	This Progress Claim Quantity	This Progress Claim Amount
1	Extra Mobilizations	1	LS	\$ 6,500.00	\$ 6,500.00		\$ -		\$ -	0	\$ -
General Requirements Total					\$ 6,500.00		\$ -		\$ -		\$ -
ROADWAY WORK											
33	Preparing Subgrade Surface (First Layer)	20700	m2	\$ 1.80	\$ 37,260.00	30271.7	\$ 54,489.06	30271.7	\$ 54,489.06	0	\$ -
34	Granular Base Course Des. 2 Class 25	33500	t	\$ 13.50	\$ 452,250.00	24991.1	\$ 337,379.85	24991.1	\$ 337,379.85	0	\$ -
36	Asphalt Concrete Pavement - EPS Mix Type S3 (PG 58-28)	6400	t	\$ 110.00	\$ 704,000.00	5047.49	\$ 555,223.90	5047.49	\$ 555,223.90	0	\$ -
37	Asphalt Concrete Pavement - EPS Mix Type H2 (PG 58-28)	5600	t	\$ 117.50	\$ 658,000.00	5005.43	\$ 588,138.03	4870.43	\$ 572,275.53	135	\$ 15,862.50
Roadway Work Total					\$ 1,851,510.00		\$ 1,535,230.84		\$ 1,519,368.34		\$ 15,862.50
97	Asphalt Concrete Pavement - Mix Type H2 (PG 58-28)	382	t	\$ 145.00	\$ 55,390.00	335.61	\$ 48,663.45	335.61	\$ 48,663.45	0	\$ -
Bridge Construction Total					\$ 55,390.00		\$ 48,663.45		\$ 48,663.45		\$ -
Extra Work Orders											
A	Force Account	1	LS	\$ 4,675.20	\$ 4,675.20	1	\$ 4,675.20	1	\$ 4,675.20	0	\$ -
B	Payment for loading GBC	6246.46	t	\$ 0.50	\$ 3,123.23	6246.46	\$ 3,123.23	6246.46	\$ 3,123.23	0	\$ -
C	IRI retest	-1	LS	\$ 3,125.00	-\$ 3,125.00	-1	-\$ 3,125.00	-1	-\$ 3,125.00	0	\$ -
D	Packer Rental	-1	LS	\$ 9,763.40	-\$ 9,763.40	-1	-\$ 9,763.40	-1	-\$ 9,763.40	0	\$ -
E	Waste Gravel	-1	LS	\$ 20,362.31	-\$ 20,362.31	-1	-\$ 20,362.31	-1	-\$ 20,362.31	0	\$ -
F	Traffic Accom Backcharges	1	LS	-\$ 15,000.00	-\$ 15,000.00	1	-\$ 15,000.00	1	-\$ 15,000.00	0	\$ -
G	Sit Occ Days Backcharges	1	LS	-\$ 1,500.00	-\$ 1,500.00	1	-\$ 1,500.00	1	-\$ 1,500.00	0	\$ -
H	Smoothness Test Deduction (ACP Penalties)	1	LS	-\$ 16,234.69	-\$ 16,234.69	1	-\$ 16,234.69	1	-\$ 16,234.69	0	\$ -
I	Added QA Costs for WSP	1	LS	-\$ 8,681.73	-\$ 8,681.73	1	-\$ 8,681.73	1	-\$ 8,681.73	0	\$ -
J	Concrete Slab Repair (DWR016)	1	LS	-\$ 7,400.30	-\$ 7,400.30	1	-\$ 7,400.30		\$ -	1	-\$ 7,400.30
Extra Work Orders Total					-\$ 74,269.00		-\$ 74,269.00		-\$ 66,868.70		-\$ 7,400.30
Contract Total (excluding GST & Contingency)					\$ 1,832,631.00		\$ 1,509,625.29		\$ 1,501,163.09		\$ 8,462.20
					HB		\$ 150,962.53		\$ 150,116.31		\$ 846.22
					Sub Total		\$ 1,358,662.76		\$ 1,351,046.78		\$ 7,615.98
					GST		\$ 67,933.14		\$ 67,552.34		\$ 380.80
					Total		\$ 1,426,595.89		\$ 1,418,599.12		\$ 7,996.78

Notes:

Deductions (based on WSP notes) are at Aecon rate for asphalt that was unused, wasted or used for patching (non progressable).
 Above is if Trevcon pays Aecon direct

Metro Paving and Roadbuilding

MONTHLY PROGRESS CLAIM

UNIT PRICE CONTRACT

Owner Alberta Transportation
Project Red Deer River Bridge on Hwy 27
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 Calgary, AB T3A 5H7

Month Ending November 25, 2020
PO No. 124-17-19
Claim No. 7
Page 1 of 1
Metro Invoice #

Tender Contract Amount				Change Orders				Adjusted Contract Amount			
\$1,906,900.00				-\$74,269.00				\$1,832,631.00			
Item No.	Brief Description	Est. Quan.	Unit	Unit Price	Total AMT	Work Done to Date		Previously Claimed		This Progress Claim	
						Quantity	Amount	Quantity	Amount	Quantity	Amount
1	Extra Mobilizations	1	LS	\$ 6,500.00	\$ 6,500.00		\$ -		\$ -	0	\$ -
General Requirements Total					\$ 6,500.00		\$ -		\$ -		\$ -
ROADWAY WORK											
33	Preparing Subgrade Surface (First Layer)	20700	m2	\$ 1.80	\$ 37,260.00	30271.7	\$ 54,489.06	30271.7	\$ 54,489.06	0	\$ -
34	Granular Base Course Des. 2 Class 25	33500	t	\$ 13.50	\$ 452,250.00	24990.17	\$ 337,367.30	24991.1	\$ 337,379.85	-0.93	\$ -12.55
36	Asphalt Concrete Pavement - EPS Mix Type S3 (PG 58-28)	6400	t	\$ 110.00	\$ 704,000.00	5047.49	\$ 555,223.90	5047.49	\$ 555,223.90	0	\$ -
37	Asphalt Concrete Pavement - EPS Mix Type H2 (PG 58-28)	5600	t	\$ 117.50	\$ 658,000.00	5652.23	\$ 664,137.03	5005.43	\$ 588,138.03	646.8	\$ 75,999.00
Roadway Work Total					\$ 1,851,510.00		\$ 1,611,217.28		\$ 1,535,230.84		\$ 75,986.44
97	Asphalt Concrete Pavement - Mix Type H2 (PG 58-28)	382	t	\$ 145.00	\$ 55,390.00	335.61	\$ 48,663.45	335.61	\$ 48,663.45	0	\$ -
Bridge Construction Total					\$ 55,390.00		\$ 48,663.45		\$ 48,663.45		\$ -
Extra Work Orders											
A	Force Account	1	LS	\$ 4,675.20	\$ 4,675.20	1	\$ 4,675.20	1	\$ 4,675.20	0	\$ -
B	Payment for loading GBC	6246.46	t	\$ 0.50	\$ 3,123.23	6246.46	\$ 3,123.23	6246.46	\$ 3,123.23	0	\$ -
C	IRI retest	-1	LS	\$ 3,125.00	-\$ 3,125.00	-1	-\$ 3,125.00	-1	-\$ 3,125.00	0	\$ -
D	Packer Rental	-1	LS	\$ 9,763.40	-\$ 9,763.40	-1	-\$ 9,763.40	-1	-\$ 9,763.40	0	\$ -
E	Waste Gravel	-1	LS	\$ 20,362.31	-\$ 20,362.31	-1	-\$ 20,362.31	-1	-\$ 20,362.31	0	\$ -
F	Traffic Accom Backcharges	1	LS	-\$ 15,000.00	-\$ 15,000.00	1	-\$ 15,000.00	1	-\$ 15,000.00	0	\$ -
G	Sit Occ Days Backcharges	1	LS	-\$ 1,500.00	-\$ 1,500.00	1	-\$ 1,500.00	1	-\$ 1,500.00	0	\$ -
H	Smoothness Test Deduction (ACP Penalties)	1	LS	-\$ 16,234.69	-\$ 16,234.69	1	-\$ 16,234.69	1	-\$ 16,234.69	0	\$ -
I	Added QA Costs for WSP	1	LS	-\$ 8,681.73	-\$ 8,681.73	1	-\$ 8,681.73	1	-\$ 8,681.73	0	\$ -
J	Concrete Slab Repair (DWR016)	1	LS	-\$ 7,400.30	-\$ 7,400.30	1	-\$ 7,400.30	1	-\$ 7,400.30	0	\$ -
Extra Work Orders Total					-\$ 74,269.00		-\$ 74,269.00		-\$ 74,269.00		\$ -
Contract Total (excluding GST & Contingency)					\$ 1,832,631.00		\$ 1,585,611.73		\$ 1,509,625.29		\$ 75,986.44
						HB	\$ 158,561.17		\$ 150,962.53		\$ 7,598.64
						Sub Total	\$ 1,427,050.56		\$ 1,358,662.76		\$ 68,387.80
						GST	\$ 71,352.53		\$ 67,933.14		\$ 3,419.39
						Total	\$ 1,498,403.08		\$ 1,426,595.89		\$ 71,807.19

Notes:

Deductions (based on WSP notes) are at Aecon rate for asphalt that was unused, wasted or used for patching (non progressable).
 Above is if Trevcon pays Aecon direct

Date	Inv #	Amount	Extras	-BC TEL	Subtotal	HB	Subtotal	GST	Total	
Aug 31 2019	9734	\$ 412,258.50			\$ 412,258.50	\$ 41,225.85	\$ 371,032.65	\$ 18,551.63	\$ 389,584.28	
Sept 25 2019	9968	\$ 59,757.23			\$ 59,757.23	\$ 5,975.72	\$ 53,781.51	\$ 2,689.08	\$ 56,470.58	
Oct 21 2019	9968	\$ 300,353.28	\$ 4,675.20		\$ 305,028.48	\$ 30,502.85	\$ 274,525.63	\$ 13,726.28	\$ 288,251.91	
Aug 25 2020	NI	\$ 452,815.05	\$ 3,123.23		\$ 455,938.28	\$ 45,593.83	\$ 410,344.45	\$ 20,517.22	\$ 430,861.67	
Sept 25 2020	NI	\$ 342,847.73			\$ 268,180.60	\$ 26,818.06	\$ 241,362.54	\$ 12,068.13	\$ 253,430.67	
Oct 25 2020	NI	\$ 15,862.50			\$ 8,462.20	\$ 846.22	\$ 7,615.98	\$ 380.80	\$ 7,996.78	
Nov 25 2020	NI	\$ 75,986.44			\$ 75,986.44	\$ 7,598.64	\$ 68,387.80	\$ 3,419.39	\$ 71,807.19	
<hr/>										
		\$ 1,659,880.73	\$ 7,798.43	\$ -	\$ 82,067.43	\$ 1,585,611.73	\$ 158,561.17	\$ 1,427,050.56	\$ 71,352.53	\$ 1,498,403.08
Sept 25 2019	Cheq 8381	\$ -			\$ -	\$ 190,476.19	\$ -	\$ 9,523.81	\$ -	\$ 200,000.00
Oct 19 2019	Cheq 8375	\$ -			\$ -	\$ 105,714.29	\$ -	\$ 5,285.71	\$ -	\$ 111,000.00
Sept 30 2020	Cheq 8781	\$ -			\$ -	\$ 47,619.05	\$ -	\$ 2,380.95	\$ -	\$ 50,000.00
Sept 21 2020	Cheq 8783	\$ -			\$ -	\$ 47,619.05	\$ -	\$ 2,380.95	\$ -	\$ 50,000.00
Jul 13 2020	To Aecon Money order	\$ -			\$ -	\$ 230,482.86	\$ -	\$ 11,524.14	\$ -	\$ 242,007.00
Sept 29 2020	To Aecon cheq 8403 & 8404	\$ -			\$ -	\$ 229,542.31	\$ -	\$ 11,477.12	\$ -	\$ 241,019.43
Nov 6 2020	To Aecon cheq 8798	\$ -			\$ -	\$ 213,437.58	\$ -	\$ 10,671.88	\$ -	\$ 224,109.46
<hr/>										
		\$ -			\$ -	\$ 1,064,891.33	\$ -	\$ 53,244.57	\$ -	\$ 1,118,135.90
<hr/>										
		\$ 380,267.19			\$ 18,107.96					\$ 398,375.15
		\$ 158,561.17								\$ 158,561.17
		\$ 538,828.36								\$ 538,828.36

* NI = Not Invoiced

Total owing
HB Owing

Date	Inv #	Amount	Extras	-BC TEL	Subtotal	HB	Subtotal	GST	Total	
Aug 31 2019	9734	\$ 412,258.50			\$ 412,258.50	\$ 41,225.85	\$ 371,032.65	\$ 18,551.63	\$ 389,584.28	
Sept 25 2019	9968	\$ 59,757.23			\$ 59,757.23	\$ 5,975.72	\$ 53,781.51	\$ 2,689.08	\$ 56,470.58	
Oct 21 2019	9968	\$ 300,353.28	\$ 4,675.20		\$ 305,028.48	\$ 30,502.85	\$ 274,525.63	\$ 13,726.28	\$ 288,251.91	
Aug 25 2020	NI	\$ 452,815.05	\$ 3,123.23		\$ 455,938.28	\$ 45,593.83	\$ 410,344.45	\$ 20,517.22	\$ 430,861.67	
Sept 25 2020	NI	\$ 342,847.73			\$ 268,180.60	\$ 26,818.06	\$ 241,362.54	\$ 12,068.13	\$ 253,430.67	
Oct 25 2020	NI	\$ 15,862.50			\$ 8,462.20	\$ 846.22	\$ 7,615.98	\$ 380.80	\$ 7,996.78	
Nov 25 2020	NI	\$ 75,986.44			\$ 75,986.44	\$ 7,598.64	\$ 68,387.80	\$ 3,419.39	\$ 71,807.19	
<hr/>										
		\$ 1,659,880.73	\$ 7,798.43	\$ -	\$ 82,067.43	\$ 1,585,611.73	\$ 158,561.17	\$ 1,427,050.56	\$ 71,352.53	\$ 1,498,403.08
Sept 25 2019	Cheq 8381	\$ -			\$ -	\$ 190,476.19	\$ -	\$ 9,523.81	\$ -	\$ 200,000.00
Oct 19 2019	Cheq 8375	\$ -			\$ -	\$ 105,714.29	\$ -	\$ 5,285.71	\$ -	\$ 111,000.00
Sept 30 2020	Cheq 8781	\$ -			\$ -	\$ 47,619.05	\$ -	\$ 2,380.95	\$ -	\$ 50,000.00
Sept 21 2020	Cheq 8783	\$ -			\$ -	\$ 47,619.05	\$ -	\$ 2,380.95	\$ -	\$ 50,000.00
Jul 13 2020	To Aecon Money order	\$ -			\$ -	\$ 230,482.86	\$ -	\$ 11,524.14	\$ -	\$ 242,007.00
Sept 29 2020	To Aecon cheq 8403 & 8404	\$ -			\$ -	\$ 229,542.31	\$ -	\$ 11,477.12	\$ -	\$ 241,019.43
Nov 6 2020	To Aecon cheq 8798	\$ -			\$ -	\$ 213,437.58	\$ -	\$ 10,671.88	\$ -	\$ 224,109.46
<hr/>										
		\$ -			\$ -	\$ 1,064,891.33	\$ -	\$ 53,244.57	\$ -	\$ 1,118,135.90
<hr/>										
		\$ 380,267.19			\$ 18,107.96					\$ 398,375.15
		\$ 158,561.17								\$ 158,561.17
		\$ 538,828.36								\$ 538,828.36

* NI = Not Invoiced

Total owing
HB Owing



INVOICE

Metro Paving

Invoice Date
19 Oct 2020

Invoice Number
INV-0715

Reference
OCTOBER 19/20-Red Deer
River - Ronald

GST
815763818

Line King Corporation
488, 1811 4th St SW
CALGARY ALBERTA T2S 1W2
CANADA

Description	Quantity	Unit Price	Tax	Amount CAD
Line painting	1.00	4,000.00	5%	4,000.00
			Subtotal	4,000.00
			TOTAL SALES TAX 5%	200.00
			TOTAL CAD	4,200.00

Due Date: 18 Nov 2020

Make all checks payable to Line King Corporation

Total due in 30 days.

If there are any questions which need to be addressed please call Simon Stuart 403 585 2870

Thank you and we look forward to working together again!

Code	Foreman	Pay Class	Reg Hrs	OT Hrs	Oth Hrs
Filter Row					
Job: 00008977			344.00	133.50	0.00
Job Description: Morrin Bridge Construction			344.00	133.50	0.00
Date: 2020-09-30			64.00	14.00	0.00
1445E	0701E	PAV	8.00	4.00	0.00
1416E	1395E	HWY	8.00	6.00	0.00
1248E	0701E	PAV	8.00	0.00	0.00
1239E	0701E	PAV	8.00	0.00	0.00
0701E	0701E	LAB-FOREMAN	8.00	4.00	0.00
1362E	0701E	PAV	8.00	0.00	0.00
1508E	0701E	PAV	8.00	0.00	0.00
1252E	0701E	UTI	8.00	0.00	0.00
Date: 2020-10-01			64.00	28.00	0.00
1445E	0701E	PAV	8.00	6.50	0.00
1416E	1395E	HWY	8.00	7.50	0.00
1248E	0701E	PAV	8.00	1.50	0.00
1239E	0701E	PAV	8.00	1.50	0.00
0701E	0701E	LAB-FOREMAN	8.00	6.50	0.00
1362E	0701E	PAV	8.00	1.50	0.00
1508E	0701E	PAV	8.00	1.50	0.00
1252E	0701E	UTI	8.00	1.50	0.00
Date: 2020-10-02			64.00	11.50	0.00
1445E	0701E	PAV	8.00	4.00	0.00
1416E	1395E	HWY	8.00	3.50	0.00
1248E	0701E	PAV	8.00	0.00	0.00
1239E	0701E	PAV	8.00	0.00	0.00
0701E	0701E	LAB-FOREMAN	8.00	4.00	0.00
1362E	0701E	PAV	8.00	0.00	0.00
1508E	0701E	PAV	8.00	0.00	0.00
1252E	0701E	UTI	8.00	0.00	0.00
Date: 2020-10-03			40.00	44.00	0.00
1065E	0701E	UTI	4.00	2.00	0.00
1445E	0701E	PAV	4.00	7.00	0.00
1416E	1395E	HWY	4.00	9.00	0.00
1248E	0701E	PAV	4.00	2.00	0.00
1494E	1450E	CON	4.00	9.00	0.00
1239E	0701E	PAV	4.00	2.00	0.00
0701E	0701E	LAB-FOREMAN	4.00	7.00	0.00

120 day ongoing work June 27 2021

Code	Foreman	Pay Class	Reg Hrs	OT Hrs	Oth Hrs
Filter Row					
1362E	0701E	PAV	4.00	2.00	0.00
1508E	0701E	PAV	4.00	2.00	0.00
1252E	0701E	UTI	4.00	2.00	0.00
Date: 2020-10-07			16.00	13.50	0.00
1416E	1395E	HWY	8.00	7.00	0.00
1494E	1450E	CON	8.00	6.50	0.00
Date: 2020-10-08			8.00	0.00	0.00
1416E	1395E	HWY	5.00	0.00	0.00
1494E	1450E	CON	3.00	0.00	0.00
Date: 2020-10-10			4.00	4.00	0.00
1416E	1395E	HWY	4.00	4.00	0.00
Date: 2020-10-11			0.00	5.00	0.00
1416E	1395E	HWY	0.00	5.00	0.00
Date: 2020-10-13			8.00	4.00	0.00
1494E	1450E	CON	8.00	4.00	0.00
Date: 2020-10-15			66.00	9.50	0.00
1506E	0517E	PAV	7.00	0.00	0.00
0517E	0517E	DEFAULT	8.00	2.50	0.00
1416E	1395E	HWY	8.00	5.00	0.00
1152E	0517E	PAV	7.00	0.00	0.00
0761E	0517E	PAV	8.00	2.00	0.00
0375E	0517E	PAV	7.00	0.00	0.00
1201E	0517E	PAV	7.00	0.00	0.00
1490E	0517E	PAV	7.00	0.00	0.00
0128E	0517E	PAV	7.00	0.00	0.00
Date: 2020-10-16			5.50	0.00	0.00
1416E	1395E	HWY	5.50	0.00	0.00
Date: 2020-10-20			4.50	0.00	0.00
1416E	1395E	HWY	4.50	0.00	0.00
1416E	1416E	HWY	0.00	0.00	0.00
Job: 00009667			421.00	62.50	0.00
Job Description: Coopers PH 30B			421.00	62.50	0.00
Date: 2020-10-07			32.00	5.50	0.00
1381E	1298E	GRA	8.00	1.00	0.00

Cost Code Review

Cost Code: 20004

ACP - EPS Mix Type H2 (PG 58-28)

TNE

Totals by individual items:

Code	Description	Class	Reg. Hours	OT Hours	Other Hours	Base Rate *	Cost
------	-------------	-------	------------	----------	-------------	-------------	------

Employees:

0701E	Karakochuk, Shawn	LAB-FOREMA	4.00	7.00	0.00	541	
1065E	Zewiec, Joe	UTI	4.00	2.00	0.00	342	
1239E	Curley, Patrick	PAV	4.00	2.00	0.00	342	
1248E	Karakochuk, Kaden	PAV	4.00	2.00	0.00	342	
1252E	Burke, Ryan	UTI	4.00	2.00	0.00	342	
1362E	Chafe, Craig	PAV	4.00	2.00	0.00	342	
1445E	Enstrom, Shane	PAV	4.00	7.00	0.00	174	
1508E	Tarzwil, William	PAV	4.00	2.00	0.00	342	
Totals:							2,765

Equipment:

ML1001	1997 Wirtgen W500 Planer		3.00	0.00	0.00	600	
MT1002	2013 Dodge Ram 3500 - 1 T		10.00	0.00	0.00	200	
MT1015	2013 CHEV SILVERADO 15		10.00	0.00	0.00	200	
MT3006	Cantra 14k		10.00	0.00	0.00	100	
PV1005	2014 Bomag Cedar Rapids		4.00	0.00	0.00	648	
RL1017	2015 HAMM HD13VT Comb		5.00	0.00	0.00	215	
RL1026	2015 CAT CB54B		3.00	0.00	0.00	129	
SK1005	2017 SKIDSTEER - Cat 262		3.00	0.00	0.00	180	
Totals:							2,272

Totals:

0

* - Base Rate is Unburdened and does NOT

include taxes, fringes, worker's comp., etc.

Attendance/Non-Use Codes included in Hours: None / None

Cost Code Review

Cost Code: 20004

ACP - EPS Mix Type H2 (PG 58-28)

TNE

Code	Description	Class	Reg. Hours	OT Hours	Other Hours	Base Rate *	Cost
------	-------------	-------	------------	----------	-------------	-------------	------

Neps - 4hrs 53991
 Jansal - 4hrs 53463
 Jansal 6 - 4hrs 52506
 Ali 9 - 9hrs 45922
 1000.82 sq.m at 40mm

patch includes additional milling as required

1.5hrs travel one way

Indexes:

Inspector Note:

Cost Code Review

Cost Code: 20004

ACP - EPS Mix Type H2 (PG 58-28)

TNE

Code	Description	Class	Reg. Hours	OT Hours	Other Hours	Base Rate *	Cost
------	-------------	-------	------------	----------	-------------	-------------	------

Nbs - 4hrs 53991

Jansal - 4hrs 53463

Jansal 6 - 4hrs 52506

All 9 - 9hrs 45922

1000.82 sq.m at 40mm

patch includes additional milling as required

1.5hrs travel one way

Indexes:

Inspector Note:

* - Base Rate is Unburdened and does NOT

include taxes, fringes, worker's comp., etc.

Attendance/Non-Use Codes included in Hours: None / None

Cost Code Review

Cost Code: 20004

ACP - EPS Mix Type H2 (PG 58-28)

TNE

Code Description Class Reg. Hours OT Hours Other Hours Base Rate * Cost

Totals by individual items:

Employees:

0701E	Karakochuk, Shawn	LAB-FOREMA	4.00	7.00	0.00	541
1065E	Zewiec, Joe	UTI	4.00	2.00	0.00	342
1239E	Curley, Patrick	PAV	4.00	2.00	0.00	342
1248E	Karakochuk, Kaden	PAV	4.00	2.00	0.00	342
1252E	Burke, Ryan	UTI	4.00	2.00	0.00	342
1362E	Chafe, Craig	PAV	4.00	2.00	0.00	342
1445E	Enstrom, Shane	PAV	4.00	7.00	0.00	174
1508E	Tarzwil, William	PAV	4.00	2.00	0.00	342
Totals:			32.00	26.00	0.00	2,765

Equipment:

ML1001	1997 Wirtgen W500 Planer		3.00	0.00	0.00	600
MT1002	2013 Dodge Ram 3500 - 1 T		10.00	0.00	0.00	200
MT1015	2013 CHEV SILVERADO 15		10.00	0.00	0.00	200
MT3006	Cantra 14K		10.00	0.00	0.00	100
PV1005	2014 Bomag Cedar Rapids		4.00	0.00	0.00	648
RL1017	2015 HAMM HD13VT Comb		5.00	0.00	0.00	215
RL1026	2015 CAT CB54B		3.00	0.00	0.00	129
SK1005	2017 SKIDSTEER - Cat 262		3.00	0.00	0.00	180
Totals:			48.00	0.00	0.00	2,272

Materials:

Cost	Used	Received	Units	Cost Type	Totals:
0					

* - Base Rate is Unburdened and does NOT

Printed on: 2021-01-27

12:50:55

Cost Code Review

Cost Code: 20004 ACP - EPS Mix Type H2 (PG 58-28) TNE

Code	Description	Class	Reg. Hours	OT Hours	Other Hours	Base Rate *	Cost
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Subcontracts:							
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Totals:

0

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Supplies:

Totals:

0

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Trucking:

Totals:

0

--	--	--	--	--	--	--	--

Other:

Totals:

0

--	--	--	--	--	--	--	--

Misc 3:

Totals:

0

Grand Total:

5,037

NOTE:

Filters in effect:

All Foremen.

Cost Code = 20004.

Dates >= 2020-10-03 and Dates <= 2020-10-03.

9912 - 107 Street
PO Box 2415
Edmonton AB T5J 2S5

Email: ebusiness.support@wcb.ab.ca
Tel: (780) 498-3999 (1-866-922-9221)
Fax: (780) 498-7999
WCB website: www.wcb.ab.ca

January 27, 2021

Reference Number: 2378563

TREVCON ENTERPRISES LTD.
39 HAMPTONS DR NW
CALGARY AB T3A 5H7

Dear Sir or Madam:

Re: METRO PAVING AND ROADBUILDING LTD.
7615 40 ST NE
CALGARY AB T3J 4H2

The above named subcontractor has an account with WCB-Alberta in the following industry(ies):

account	trade names(s)/industry	effective date	coverage
2887503	PAVING AND SURFACING	Mar 01, 1989	worker coverage personal coverage for: RON E FRIESEN

Thank you for checking into the status of this contractor or subcontractor. Under Section 126 of the Workers' Compensation Act, you are responsible for obtaining a clearance on your contractor or subcontractor, in order to release you from any liability for unpaid WCB premiums owed by them. Please ensure clearance has been issued in the correct name and that there is coverage in the industry(ies) for which work was performed.

Please accept this letter as a clearance for work completed between the effective date of the account and the date of this letter. For this account, you are cleared of any liability under Section 126 of the Workers' Compensation Act up to the date of this letter. Any holdback may be released for contracts completed, and/or for work completed to the date of this letter. For an account that shows closed under the effective date, the clearance is only valid for work completed up to the close date. If work has not started, obtain a clearance prior to releasing final payment.

Please note, if any directors of the corporation are injured at work, you are protected from lawsuit if they have personal coverage. If they do not have personal coverage, you may not be protected in the case of a workplace injury.

If your contractor or subcontractor is performing work outside Alberta, contact the WCB in that jurisdiction to determine your clearance and any other WCB requirements.

Any alteration of this document is strictly prohibited.

Yours truly,

eBusiness Support Team (12375700)

February 22, 2021

VIA EMAIL: DOZHENG@BDO.CABDO Canada Limited
110, 5800 – 2nd Street SW
Calgary, AB T2H 0H2 Canada**Attention: Doris Zheng**

Dear Madam:

**Re: Metro Paving & Roadbuilding Ltd. ("Metro")
Trevcon Enterprises Ltd. ("Trevcon")**

We write in respect of the labour and material payment bond claims made by Metro and its subcontractors against bond no. 917103488 issued by Intact (the "Bond") with respect to the Morrin Bridge project (the "Project").

The Bond provides that both Intact and Trevcon are "jointly and severally" liable to pay "Claimants" as such term is defined within the Bond. To date, 17 of Metro's subcontractors have made claims under the Bond (the "Claims").

Trevcon is in the process of reviewing such Claims. As of today's date, Trevcon has determined that the following Claims are payable under the Bond:

Claimant	Claim Value	Payable Amount
OJ Trucking Inc.	\$12,100.20	\$12,100.20
Pacesetter Equipment Ltd.	\$22,580.25	\$2,835.00
TOTAL:		\$14,935.20

Trevcon takes the position that any amounts paid out with respect to the Claims as a result of Trevcon's obligations under the Bond are set-off against any amounts claimed by Metro as against the Bond or otherwise.

We would appreciate your acknowledgment to Trevcon's set-off by no later than February 24, 2021.

Yours truly,

Samantha E. Stokes
Rose LLP
SS/jhSamantha E. Stokes
Direct Line: (403) 776-0535
Email: Samantha.Stokes@RoseLLP.com
File No.: 10021-026Assistant: Jordan Hoffman
Direct Line: (403) 776-0500
Email: Jordan.Hoffman@RoseLLP.com



Tel: 403 777 9999
Fax: 403 640 0591
www.bdo.ca

BDO Canada Limited
110, 5800 - 2nd Street SW
Calgary, AB T2H 0H2 Canada

March 2, 2021

By Email

Samantha E. Stokes
Rose LLP
Suite 2100, 440 - 2nd Avenue S.W.
Calgary, Alberta T2P 5E9

Dear Madam:

**Re: Metro Paving and Roadbuilding Ltd. ("Metro")
Trevcon Enterprises Ltd. ("Trevcon")
No acknowledgment of set-off**

Further to your letter of February 22, 2021, as Receiver for Metro, we cannot agree to or acknowledge set-off in respect of Trevcon's proposed payments to OJ Trucking Inc. and Pacesetter Equipment Ltd. We refer you to paragraph 9 of the Receivership Order dated January 20, 2021, which is enclosed for your ease of reference and which stays and suspends all set-off rights against Metro.

The proposed payments would be direct payments by Trevcon and not payments by the surety. As result, Trevcon's proposed payments would be circumventing the contractual lines and the estate. The Receiver objects to this circumvention. The Receiver also objects to the reordering of priorities, which favours one creditor over others.

Any payment made by Trevcon in respect of services and materials supplied by Metro subcontractors should flow through Metro, and therefore the Receiver, for allocation and distribution.

Yours truly,

BDO CANADA LIMITED
In its capacity as court-appointed Receiver of
Metro Paving & Roadbuilding Ltd.,
and not in its personal or corporate capacity
Per:

Doris Zheng, CPA
Manager, Corporate FRS



SUBCONTRACT #90437018-OS

PCL Construction Management Inc.

CONSTRUCTION LEADERS

This Agreement made on **September 23, 2019** by and between:

PCL Construction Management Inc.
5400 - 99 Street
Edmonton, AB T6E 3P4

(hereinafter called the "Contractor")
 and

Metro Paving and RoadBuilding Ltd.
7615 40 Street NE
CALGARY, AB T3J 4H2

Branch:	Edmonton
Project Number:	0590437
Requested By:	BH
Prepared By:	BH
Cost Code:	600100-S

(hereinafter called the "Subcontractor")

THIS SUBCONTRACT IS ALSO SUBJECT TO THE GENERAL CONDITIONS AND SPECIAL CONDITIONS ATTACHED
 HERETO

RECITALS:

1. The Contractor has entered into a contract (together with all general conditions, special conditions, plans, drawings, specifications, schedules, addenda and other documents (as developed from time to time) forming or by reference made a part of such contract and as amended from time to time, the "**Prime Contract**") dated June 21, 2019 for the performance of certain work (the "**Work**") for Public Works and Government Services (together with its successors and assigns, the "**Owner**") in relation to a project described as **Whistlers Campground Upgrades** (the "**Project**").

Project Address:

67 19
JASPER, AB T0E 1E0

2. The Subcontractor wishes to undertake a portion of the Work (the "**Subcontract Work**", as defined below) as subcontractor to the Contractor.

3. The Subcontractor and the Contractor have agreed to enter into this Subcontract, which sets out the terms and conditions upon which the Subcontractor will perform the Subcontract Work.

A: AGREEMENT TO PERFORM THE SUBCONTRACT WORK

The Subcontractor agrees to perform the Subcontract Work in accordance with the terms and conditions of this Subcontract and to the satisfaction and approval of the Contractor and of the Owner or its architect or engineer (the "**Consultant**").

B: WORK TO BE PERFORMED

It is agreed that the materials to be furnished and the work to be done by the Subcontractor are as follows:

Supply and Install Roadworks and Asphalt Paving as per plans, specifications, and all addenda.

all in accordance with the requirements of the Prime Contract and all instructions of the Owner or the Consultant pursuant to the Prime Contract in relation to such materials and such work (hereinafter called the “**Subcontract Work**”). The Subcontract Work includes any and all acts, operations, obligations, duties and responsibilities as are necessary for the Subcontractor to perform the scope of the Subcontract Work and to satisfy its obligations under this Subcontract, including the provision and performance, and all supervision, of all necessary labour, services, materials (f.o.b. Project site), plant, tools, equipment, supplies, permits and licenses.

C: SUBCONTRACT PRICE

The estimated amount to be paid to the Subcontractor for the performance of the Subcontract Work is **three million eight hundred eighty three thousand six hundred forty four and 25/100 DOLLARS (\$3,883,644.25)** in CAD Funds (the “**Subcontract Price**”) exclusive of the goods and services tax and inclusive of all other federal, provincial, territorial and municipal taxes of any kind whatsoever and which amount shall be subject to adjustment in accordance with the terms hereof.

Cost Breakdown

Cost Code	Description	Quantity	UoM	Unit price	Amount
600100-S	A.01 Paving Trade Mob	1.00	LS	\$75,000.00	\$75,000.00
600104-S	F.3 S&I 50 mm Depth M1 (PG 64/	960.00	MT	\$92.75	\$89,040.00
600105-S	F.4 Asphalt Levelling Course	100.00	MT	\$92.75	\$9,275.00
600106-S	F.5 S&I 50 mm Depth M1 (PG 64/	30.00	MT	\$92.75	\$2,782.50
600107-S	F.6 150 mm Depth of Crushed Gr	70.00	MT	\$12.50	\$875.00
600111-S	F.2.5 150 mm Depth of Crushed	6,290.00	MT	\$12.50	\$78,625.00
600113-S	F.2.7 S&I 50 mm Depth M1 (PG 6	5,190.00	MT	\$92.75	\$481,372.50
600114-S	F.2.8 S&I 50 mm Depth M1 (PG 6	5,090.00	MT	\$92.75	\$472,097.50
600115-S	F.2.9 Additional Gravel Allowa	1,140.00	MT	\$12.50	\$14,250.00
600117-S	F.2.10.d 150 mm Depth of Crush	90.00	MT	\$12.50	\$1,125.00
600118-S	F.2.10.e S&I 50 mm Depth M1 (P	30.00	MT	\$92.75	\$2,782.50
600120-S	F.2.10.f S&I 50 mm Depth M1 (P	30.00	MT	\$92.75	\$2,782.50
600122-S	F.2.11.d 150 mm Depth of Crush	1,550.00	MT	\$12.50	\$19,375.00
600124-S	F.2.11.e S&I 50 mm Depth M1 (P	500.00	MT	\$92.75	\$46,375.00
600126-S	F.2.11.f S&I 50 mm Depth M1 (P	490.00	MT	\$92.75	\$45,447.50
600129-S	F.2.12.e 150 mm Depth of Crush	370.00	MT	\$12.50	\$4,625.00
600130-S	F.2.12.f S&I 50 mm Depth M1 (P	130.00	MT	\$92.75	\$12,057.50
600132-S	F.2.12.g S&I 50 mm Depth M1 (P	120.00	MT	\$92.75	\$11,130.00
600135-S	F.3.5 150 mm Depth of Crushed	270.00	MT	\$12.50	\$3,375.00
600136-S	F.3.6 S&I 50 mm Depth M1 (PG 6	310.00	MT	\$92.75	\$28,752.50
600138-S	F.3.7 S&I 50 mm Depth M1 (PG 6	300.00	MT	\$92.75	\$27,825.00
600140-S	F.3.8 Additional Gravel Allowa	20.00	MT	\$12.50	\$250.00
600142-S	F.4.4 250 mm Depth of Crushed	530.00	MT	\$12.50	\$6,625.00
600144-S	F.4.6 Additional Gravel Allowa	30.00	MT	\$12.50	\$375.00
600146-S	F.5.4 150 mm Depth of Crushed	330.00	MT	\$12.50	\$4,125.00
600148-S	F.5.6 S&I 50 mm Depth M1 (PG 6	110.00	MT	\$92.75	\$10,202.50
600149-S	F.5.7 S&I 50 mm Depth M1 (PG 6	110.00	MT	\$92.75	\$10,202.50
600150-S	F.5.8 Additional Gravel Allowa	90.00	MT	\$12.50	\$1,125.00

600153-S	F.6.5 150 mm Depth of Crushed	450.00	MT	\$12.50	\$5,625.00
600154-S	F.6.6 S&I 50 mm Depth M1 (PG 6	150.00	MT	\$92.75	\$13,912.50
600155-S	F.6.7 S&I 50 mm Depth M1 (PG 6	150.00	MT	\$92.75	\$13,912.50
600156-S	F.6.9 Additional Gravel Allowa	30.00	MT	\$12.50	\$375.00
600160-S	F.7.6 150 mm Depth of Crushed	1,370.00	MT	\$12.50	\$17,125.00
600161-S	F.7.7 S&I 50 mm Depth M1 (PG 6	1,170.00	MT	\$92.75	\$108,517.50
600162-S	F.7.8 S&I 50 mm Depth M1 (PG 6	1,150.00	MT	\$92.75	\$106,662.50
600164-S	F.7.9 Additional Gravel Allowa	170.00	MT	\$12.50	\$2,125.00
600166-S	F.7.10.d 150 mm Depth of Crush	30.00	MT	\$12.50	\$375.00
600168-S	F.7.10.e S&I 50 mm Depth AT M1	10.00	MT	\$92.75	\$927.50
600170-S	F.7.10.f S&I 50 mm Depth AT M1	10.00	MT	\$92.75	\$927.50
600174-S	F.8.6 150 mm Depth of Crushed	2,810.00	MT	\$12.50	\$35,125.00
600175-S	F.8.7 S&I 50 mm Depth M1 (PG 6	6,010.00	MT	\$92.75	\$557,427.50
600176-S	F.8.8 S&I 50 mm Depth M1 (PG 6	5,890.00	MT	\$92.75	\$546,297.50
600178-S	F.8.9 Additional Gravel Allowa	190.00	MT	\$12.50	\$2,375.00
600180-S	F.8.10.d 250 mm Depth of Crush	570.00	MT	\$12.50	\$7,125.00
600181-S	F.8.11.d 250 mm Depth of Crush	650.00	MT	\$12.50	\$8,125.00
600185-S	F.9.6 150 mm Depth of Crushed	2,530.00	MT	\$12.50	\$31,625.00
600186-S	F.9.7 S&I 50 mm Depth M1 (PG 6	1,780.00	MT	\$92.75	\$165,095.00
600187-S	F.9.8 S&I 50 mm Depth M1 (PG 6	1,750.00	MT	\$92.75	\$162,312.50
600188-S	F.9.9 Additional Gravel Allowa	260.00	MT	\$12.50	\$3,250.00
600191-S	F.10.5 250 mm Depth of Crushed	1,450.00	MT	\$12.50	\$18,125.00
600192-S	F.10.6 Additional Gravel Allow	50.00	MT	\$12.50	\$625.00
600194-S	F.10.7.d 250 mm Depth of Crush	40.00	MT	\$12.50	\$500.00
600196-S	F.10.8.d 250 mm Depth of Crush	620.00	MT	\$12.50	\$7,750.00
600199-S	F.11.5 150 mm Depth of Crushed	120.00	MT	\$12.50	\$1,500.00
600200-S	F.11.6 S&I 50 mm Depth M1 (PG	270.00	MT	\$92.75	\$25,042.50
600201-S	F.11.7 S&I 50 mm Depth M1 (PG	260.00	MT	\$92.75	\$24,115.00
600202-S	F.11.8 Additional Gravel Allow	50.00	MT	\$12.50	\$625.00
600204-S	F.12.2 S&I 50 mm Depth M1 (PG	204.00	MT	\$92.75	\$18,921.00
600205-S	F.12.3 Additional Gravel Allow	40.00	MT	\$12.50	\$500.00
600208-S	H.5.a S&I Crushed Granular Cou	11,029.00	MT	\$12.50	\$137,862.50
600209-S	H.6.a S&I 50 mm Depth M1 (PG 6	2,143.00	MT	\$92.75	\$198,763.25
600210-S	H.6.b S&I 50 mm Depth M1 (PG 6	2,090.00	MT	\$92.75	\$193,847.50
600214-S	H.8 Additional Gravel Allowanc	348.00	MT	\$12.50	\$4,350.00

\$3,883,644.25

UNLESS SPECIFICALLY EXCLUDED HEREIN, SUBCONTRACTOR INCLUDES ALL COSTS ASSOCIATED WITH THE EXECUTION OF SUBCONTRACTOR'S WORK

The quantities as shown in the Schedule of Unit Prices are estimated quantities only. The final Subcontract Price shall be the sum of the products of the actual quantities of work performed or materials furnished as determined by counts and measurements made by the Contractor and approved by the Owner multiplied by the applicable Subcontract Unit Prices. It is mutually agreed that the quantities of work to be done or materials to be furnished may vary from the estimated quantities and such variances shall not be considered as a waiver of any condition of the Subcontract, nor as invalidating any of the provisions thereof, nor shall any changes be made to the Subcontract Unit Prices on account of such variations, but the same Unit Price shall apply as if no variations had occurred.

D: PAYMENT

The Contractor agrees to pay the Subcontractor for the performance of the Subcontract Work as follows:

1. Provided that no lien has been filed in respect of the Subcontract Work that has not been released, vacated or discharged by the Subcontractor in accordance with the requirements of this Subcontract, payments will be made monthly on progress estimates submitted by the Subcontractor as approved by the Contractor covering 95.00% of the value of the Subcontract Work completed by the Subcontractor to the end of the previous month, such payments to be made within the earlier of five (5) days after the Contractor receives payment for such work from the Owner, or sixty (60) days from the end of the month in which the Subcontract Work included in the progress estimate was completed.
2. Subject to the expiry of the applicable holdback period pursuant to the applicable builders', mechanics' or construction lien legislation, and provided that no lien has been filed in respect of the Subcontract Work that has not been released, vacated, or discharged in accordance with the requirements of this Subcontract, payment of the balance of 5.00% owing under this Subcontract will be made within the earlier of five (5) days after final payment has been received by the Contractor from the Owner for the Subcontract Work or sixty (60) days after final acceptance of the Subcontract Work by the Owner or its Consultant.
3. Due performance by the Subcontractor shall be a condition precedent to all payments by the Contractor.
4. The Contractor's payment obligations shall be subject to Article 12 of the General Conditions.
5. Payments will not be due and owing nor shall any interest accrue thereon until all required documents, including but not limited to this Subcontract, Subcontract revisions, statutory declarations (if required pursuant to this Subcontract), certificates of insurance, Workers' Compensation Board letters of account, Workers' Compensation Board letters of clearance, such documentation in respect of safety as may be required pursuant to Article E(2)(b), quality control documentation, an invoice setting out the payment sought, and any other documents as required by this Subcontract, are provided to the Contractor in the format requested and, if required, fully executed by the Subcontractor.
6. Subcontractor hereby represents to Contractor that it is not a non-resident of Canada for purposes of the Income Tax Act (Canada). Any and all payments made under this Subcontract shall be made subject to withholding and deduction on account of taxes where required by applicable laws or the administration thereof by relevant governmental authorities, including without limitation withholding on account of Canadian federal or provincial taxes from a payment to a non-resident of Canada in respect of services rendered in Canada. Where an amount is so withheld or deducted, such amount will be treated for all purposes of this Subcontract as having been paid by Contractor to Subcontractor at the time it was withheld or deducted, and Contractor shall remit such amount to the relevant governmental authorities. Notwithstanding the foregoing, the Subcontractor may, no later than 30 days prior to commencing the Subcontract Work, provide the Contractor with a letter from the Canada Revenue Agency ("CRA") authorizing an exemption from a withholding required by applicable law. If the Subcontractor provides such letter from the CRA, the Contractor shall not reduce payments made under this Subcontract by any withholding and deduction on account of taxes exempted by such letter.

E: INVOICING PROCEDURE

1. Three copies of invoices in a format acceptable to the Contractor covering progress claims referencing this Project must be received by the Contractor at the Contractor's district office, not later than the twenty-fifth day of the month in which materials were supplied or work performed. In the event invoices are received later than this, the Contractor may postpone payment to the month following that in which it would otherwise have been due, notwithstanding anything contained elsewhere in this Subcontract.
2. No progress payment or final payment shall be due or payable nor shall any interest accrue thereon until the Subcontractor furnishes the Contractor with:
 - (a) a Statutory Declaration stating:
 - (i) in the case of a progress payment, that all obligations incurred by the Subcontractor in the performance of this Subcontract up to the end of the previous month have been paid, or stating particulars of any obligations remaining unpaid; and

- (ii) in the case of final payment, that all obligations incurred by the Subcontractor in the performance of this Subcontract have been paid, or stating particulars of any obligations still remaining unpaid, and stating that all Workers' Compensation Board assessments have been paid and a certificate of the Workers' Compensation Board to that effect shall be attached to the Statutory Declaration;
 - (b) such documentation in respect of safety as may be required in accordance with the Contractor's safety policy, a copy of which has been delivered to the Subcontractor or is posted at the Project site (the "Site"), together with such revisions of which the Subcontractor may be notified by the Contractor from time to time (the "Contractor's Safety Policy").
3. The Contractor may require invoices and back up to invoices to be submitted electronically. If so required, spreadsheets will be submitted in Microsoft Excel and documents will be submitted in Microsoft Word forms. Invoices and back up may be submitted by disk delivered to the address, or via e-mail to the e-mail address, designated for such purpose by the Contractor in writing.

F: GENERAL

1. Except to the extent otherwise expressly provided in this Subcontract, if there is a conflict between provisions of this Subcontract or provisions incorporated into this Subcontract, the order of priority, from highest to lowest, shall be:
- (a) the agreement of this Subcontract (being Articles A to F, inclusive);
 - (b) the Special Conditions of this Subcontract;
 - (c) the General Conditions of this Subcontract;
 - (d) the specifications incorporated into this Subcontract; and
 - (e) the drawings incorporated into this Subcontract. Drawings of a larger scale shall govern over those of small scale of the same date. Dimensions shown on drawings shall govern over dimensions scaled from drawings.

Later dated documents shall govern over earlier documents of the same type. To the extent that this Subcontract and the Prime Contract deal with the same subject matter in respect of the Subcontract Work, both such provisions shall apply except to the extent that such provisions are contradictory. To the extent that a provision in this Subcontract contradicts a provision in the Prime Contract, the provision in this Subcontract shall prevail to the extent necessary to avoid such contradiction.

2. The Subcontractor and the Contractor for themselves, their heirs, executors, administrators, successors and permitted assigns, do hereby agree to the full performance of the covenants and agreements contained in this Subcontract.
3. This Subcontract is the entire agreement between the parties relating to the Subcontract Work and replaces any earlier agreements, and the parties agree that there are no other agreements, representations, collateral agreements or warranties other than as expressed herein. The Subcontractor acknowledges that it has not entered into this Subcontract on the basis of, and has not relied upon, any statement or representation, whether or not negligently made, whether oral, written, express or implied, except as expressly set forth in this Subcontract. No amendment to this Subcontract shall be valid and binding unless set forth in a Subcontract Revision, a Contractor Directive or an instrument in writing signed by the parties.
4. Time is of the essence of this Subcontract and any time specified for the completion of the Subcontract, the Subcontract Work or any portion thereof is a material provision of this Subcontract.
5. The Contractor and the Subcontractor are independent contractors. This Subcontract does not create or establish between the Contractor and the Subcontractor or between the Subcontractor and the Owner any relationship as partners, fiduciaries, joint venturers, employer and employee, master and servant or principal and agent.
6. Each provision of this Subcontract shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Subcontract shall be invalid, unenforceable or illegal, such provision may be severed and such invalidity, unenforceability or illegality shall not prejudice or affect the validity, enforceability and legality of the remaining provisions of this Subcontract. If any such provision of this Subcontract is invalid, unenforceable or illegal,

the parties shall promptly negotiate in good faith new provisions to eliminate such invalidity, unenforceability or illegality and to restore this Subcontract as nearly as possible to its original intent and effect.

- 7. This Subcontract shall be governed by and construed in accordance with the laws of the place of the Subcontract Work and shall be treated in all respects as a contract in that place without regard to conflict of laws principles.
- 8. Subject to Article 20(b) of the General Conditions, the courts of the place of the Subcontract Work shall have jurisdiction to hear and determine any action, suit, proceeding or dispute in connection with this Subcontract, and the parties hereby irrevocably attorn to the jurisdiction of those courts.
- 9. Each party shall do all things and execute all further documents necessary to give full effect to this Subcontract.
- 10. This Subcontract shall be interpreted neutrally and without regard to which party drafted it and, in particular, no rule of construction shall be applied that would result in the resolution of an ambiguity herein on the basis of which party drafted this Subcontract.
- 11. Any notice required or permitted under this Subcontract shall be in writing and (a) delivered personally, (b) sent by recognized express mail or courier service, with delivery receipt requested, or (c) sent by facsimile transmission with telephonic confirmation, if to the Subcontractor, at the address set forth on the first page hereof, and if to the Contractor at the PCL district office, Attention: Manager, Finance and Administration.
- 12. In this Subcontract, the word "including" shall mean "including, without limitation," and the words "include" and "includes" shall have corresponding meanings.
- 13. The General Conditions and Special Conditions attached hereto form part of this Subcontract.

IN WITNESS WHEREOF the parties hereto have executed this Subcontract by their proper officers or duly authorized agents.

Metro Paving and RoadBuilding Ltd.

PCL Construction Management Inc.

Per:

Darryl Conroy

Per:

Lorna McDougall
Field Accounting Manager

Darryl Conroy

Lorna McDougall

Subcontractor

Contractor

Please sign all copies and initial each page and return to us for completion when only one copy will be forwarded to you for your own files

GENERAL CONDITIONS

ARTICLE 1.

- (a) The Subcontractor shall perform its obligations under this Subcontract at its own cost and risk except as expressly provided in this Subcontract.
- (b) The Subcontractor agrees to begin, carry on and complete the Subcontract Work in a prompt and diligent manner and in accordance with the Contractor's schedule for the Project so as not to interfere with or delay the work of the Contractor or the work of any other subcontractors. The Contractor shall have the right to adjust the Contractor's schedule for the Project, or direct the Subcontractor to accelerate the Subcontract Work to ensure compliance with the Contractor's schedule, from time to time provided however that, if: (1) such adjustment is not undertaken in response to an act or omission of the Subcontractor or a party engaged by or through the Subcontractor; (2) such adjustment reduces the time that the Subcontractor has to carry out the Subcontract Work prior to such adjustment; and (3) the Contractor has not previously reimbursed the Subcontractor for such adjustment, the Contractor shall pay the reasonable expenses incurred by the Subcontractor in accelerating the Subcontract Work to adhere to Contractor's schedule (as adjusted). The Subcontractor shall, if requested by the Contractor, furnish adequate evidence to substantiate its ability to meet the performance schedules and planned progress of the Subcontract Work, including periodic reports setting forth the status of the Subcontract Work. Without limiting any other right or remedy of the Contractor, if the Subcontractor fails to observe any provision of this Article 1(b) and by reason thereof the Contractor becomes liable for penalties or damages (including liquidated damages), the Subcontractor shall pay to the Contractor such penalties or damages for which it has been responsible.
- (c) The Subcontractor represents and warrants that it is experienced and knowledgeable in the performance of work such as the Subcontract Work and has the required ability, experience, skills, qualifications, capability, manpower, and financial resources to perform the Subcontract Work in a timely manner in accordance with the terms of this Subcontract.
- (d) The Subcontractor has:
 - (i) conducted its own independent inspection and analysis of the Site and all other locations relevant to the performance of the Subcontract Work and accepts the conditions of the Site and such other locations as they are (except as otherwise provided in the Prime Contract);
 - (ii) conducted its own independent inspection and analysis of all drawings, reports, studies, data, documents or other information given or made available by the Contractor, the Owner or the Consultant ("**Background Information**"); and
 - (iii) relied solely on its own independent inspection and analysis and has not relied on any Background Information or any representation given or made by the Contractor, the Owner or the Consultant, except as expressly set forth in this Subcontract or as otherwise provided in the Prime Contract.
- (e) Subcontractor personnel remaining at or returning to the Site outside regular project working hours must have prior authorization to do so from the Contractor.

ARTICLE 2.

- (a) The Subcontractor is deemed to have full knowledge of the provisions of the Prime Contract, other than the provisions relating to payment to the Contractor under the Prime Contract and other than any other provisions of the Prime Contract which are identified in the Special Conditions of this Subcontract to be excluded from the knowledge of the Subcontractor or which the Contractor, in its sole and absolute discretion, determines are confidential.
- (b) To the extent that the Contractor is required under the Prime Contract to obtain rights, powers or remedies for the direct benefit of the Owner as against the Subcontractor, the Subcontractor hereby grants such rights, powers or remedies to the Owner. The Subcontractor agrees that the Owner is a third party beneficiary of this Subcontract in respect of all rights, powers and remedies granted by the Subcontractor to the Owner and the Contractor is contracting as agent for the Owner in respect of the granting of such rights, powers and remedies in favour of the Owner. Except for rights, powers and remedies granted by the Subcontractor in favour of the Owner pursuant to this Subcontract, nothing herein shall be construed as creating any privity of contract between the Subcontractor and the Owner.

- (c) To the extent that the Contractor is required under the Prime Contract to include certain terms or conditions in this Subcontract, such terms and conditions shall be deemed to be incorporated herein. To the extent that the Contractor is required under the Prime Contract to ensure that its subcontractors include certain terms and conditions in their sub-subcontracts or purchase orders, the Subcontractor shall include such terms and conditions in its sub-subcontracts and purchase orders.
- (d) Except as expressly provided to the contrary herein:
- (i) the Subcontractor shall assume and perform all the duties, responsibilities and liabilities of the Contractor under the Prime Contract in relation to the performance of the Subcontract Work as if the Contractor was the Owner and the Subcontractor was the Contractor under the Prime Contract;
 - (ii) the Subcontractor shall have, in respect of the performance of the Subcontract Work, the same duties, responsibilities, obligations and liabilities to the Contractor under this Subcontract as the Contractor has to the Owner under the Prime Contract as if the Contractor was the Owner and the Subcontractor was the Contractor under the Prime Contract;
 - (iii) the Contractor shall have, in respect of the performance of the Subcontract Work, the same rights, powers and remedies against the Subcontractor under this Subcontract as the Owner has against the Contractor under the Prime Contract as if the Contractor was the Owner and the Subcontractor was the Contractor under the Prime Contract;
 - (iv) the Subcontractor shall be bound by all rulings of the Consultant or the Owner in relation to the performance of the Subcontract Work, to the same extent that the Contractor is bound; and
 - (v) the Subcontractor will not be entitled to greater rights, entitlements or relief against the Contractor under this Subcontract than the Contractor actually obtains from the Owner under the Prime Contract in relation to the performance of the Subcontract Work or any claims of the Subcontractor relating thereto provided however that where the Subcontractor is delayed in the performance of the Subcontract Work due to a breach of this Subcontract by the Contractor, the Subcontractor will be entitled to the reasonable expenses incurred by the Subcontractor due to such breach in accordance with the terms of this Subcontract.
- (e) The Subcontractor will so execute, complete and maintain the Subcontract Work that no act or omission of the Subcontractor in relation thereto shall constitute, cause or contribute to any breach by the Contractor of any of the Contractor's obligations under the Prime Contract.
- (f) The Subcontractor hereby acknowledges that:
- (i) any breach by the Subcontractor of its obligations under this Subcontract (including its obligations under Article 1 or this Article 2) may result in the Contractor committing breaches of and becoming liable for damages, including liquidated damages, under the Prime Contract and other subcontracts made by the Contractor and may occasion further loss or expense to the Contractor; and
 - (ii) all such damages, liquidated damages, loss and expense are hereby agreed to be within the contemplation of the parties as being probable results of any such breach by the Subcontractor.
- (g) Subject to Article 2(h), in the event that a circumstance should arise that has an impact on the cost of performance of the Subcontract Work or the time required to perform the Subcontract Work and, as a result of the occurrence of such circumstance, the Contractor receives additional payment from the Owner in respect of the Subcontract Work or is granted an extension of the time for performance of the Subcontract Work by the Owner, the Subcontractor shall be entitled to a like additional payment, exclusive of any amount attributable to the Contractor's fee for profit or overhead, and to a like extension of time for performance of the Subcontract Work.
- (h) Whenever the Contractor is required by the terms of the Prime Contract to give any return, account or notice, the Subcontractor will, in relation to the Subcontract Work, give a similar return, account or notice in writing in such form and within such period

of time as will enable the Contractor to comply with the requirements of the Prime Contract. If by reason of any breach of this Article 2(h) the Contractor is prevented from recovering any sum from the Owner or from obtaining any extension of time in respect of the Subcontract Work, then, without prejudice to any other remedy the Contractor may have for such breach, the Subcontractor shall be disentitled from recovering a like sum or any portion thereof or obtaining a like extension of time or any portion thereof under this Subcontract.

ARTICLE 3.

- (a) In respect of the Subcontract Work, the Subcontractor shall obtain and maintain at its own expense all such insurance as the Contractor is required to obtain and maintain pursuant to the Prime Contract (except for wrap up liability insurance if provided for in the Prime Contract) unless this requirement is amended or waived by the Contractor in writing. Except as otherwise agreed by the Contractor in writing, the Subcontractor shall also obtain and maintain at its own expense liability, property damage, owned/non-owned vehicle and Subcontractor's equipment insurance satisfactory to the Contractor, and shall furnish certificates of such insurance to the Contractor.
- (b) Each insurance policy to be provided and maintained by the Subcontractor shall:
 - (i) be in form, on terms and with insurers satisfactory to the Contractor;
 - (ii) name the Contractor as an additional insured, and shall contain provisions that the insurer shall have no right of subrogation against the Contractor, and when required by the Prime Contract, shall name the Owner or other persons as additional insureds and contain waivers of subrogation against the Owner and such other persons;
 - (iii) contain a cross liability clause and a severability of interests clause; and
 - (iv) be primary insurance and not in excess to any similar coverage provided by insurance procured by or available to the Contractor or the Owner unless this requirement is amended or waived by the Contractor in writing.
- (c) The approval by the Contractor of any insurance policy provided by the Subcontractor, including the approval of any limits of such policy, shall not limit the Subcontractor's obligations pursuant to this Subcontract.
- (d) Where a loss occurs to the Subcontractor which is covered or would be covered in whole or part by the insurance required to be obtained and maintained by the Subcontractor, the Contractor shall not be liable to the Subcontractor for so much of such loss as is so covered or as would have been covered.
- (e) On projects where the Contractor or the Owner carries builders' risk or similar insurance, any deductible from the sums otherwise payable thereunder shall be borne by the party responsible for the loss, or if no responsible party can be determined, by the party receiving the direct benefit of such insurance.
- (f) Where the Subcontractor has provided a surety bond in connection with the Subcontract Work, the Subcontractor shall report to and obtain the written consent of the surety for all amendments to and increases in the Subcontract where the aggregate increase of the value of the Subcontract is greater than ten (10%) percent, and shall ensure continued bonding of the Subcontract, provided that no failure of the Subcontractor to fulfil such obligations shall invalidate the surety bond or affect the obligations of the surety under the surety bond.
- (g) Prior to commencement of the Subcontract Work and upon the placement, renewal, or extension of all or any part of the insurance to be obtained and maintained by the Subcontractor hereunder, the Subcontractor shall promptly provide the Contractor with confirmation of coverage and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements and all other related information as requested.
- (h) All required insurance policies shall be issued by insurers licensed to underwrite insurance in the jurisdiction of the place of the Subcontract Work.

ARTICLE 4.

- (a) The Subcontractor agrees not to subcontract all or any portion of the Subcontract Work except with the prior written consent of the Contractor (which will not be unreasonably withheld) and then only to sub-subcontractors or material suppliers acceptable to the Contractor (acting reasonably).
- (b) The Subcontractor shall not assign this Subcontract or any portion thereof except with the prior written consent of the Contractor.
- (c) The Contractor may assign this Subcontract or any portion hereof.

ARTICLE 5.

The Subcontractor shall at its own expense remove from the Site all debris resulting from the carrying out of the Subcontract Work.

ARTICLE 6.

The Subcontractor further specifically obligates itself to the Contractor in the following respects:

- (a) To defend and indemnify the Contractor and its directors, officers, employees and agents (collectively, the “**Contractor Indemnitees**”) against and save them harmless from any and all claims, suits, proceedings, liability, damages (including liquidated damages), loss, expense or damage (collectively, “**Claims**”) incurred by the Contractor Indemnitees (or any of them) for or on account of:
 - (i) any alleged or actual infringement or violation of any patent, copyright, or other intellectual or industrial property right arising in connection with this Subcontract and anything done hereunder;
 - (ii) injuries to property, injuries to persons including death, and from any other Claims on account of any negligent act or omission, wilful misconduct or other wrongful act or omission of the Subcontractor, or any of its directors, officers, agents, employees, servants, material suppliers, sub-subcontractors or assignees; and
 - (iii) any breach by the Subcontractor of any of its obligations under this Subcontract.
- (b) All obligations by the Subcontractor pursuant to this Subcontract to defend, indemnify or save harmless the Contractor Indemnitees or any other person or entity shall:
 - (i) survive the termination of this Subcontract for any reason and shall be without limitation to any other right or remedy that may be available to the Contractor; and
 - (ii) include the obligation to indemnify the Contractor Indemnitees or such other person or entity from and against all costs, expenses and fees, including agency fees and legal fees and disbursements on a solicitor and his or her own client basis. Any entity or person entitled to indemnification hereunder shall, at its or their option, have the right to undertake its or their own defence at the expense of the Subcontractor and to recover from the Subcontractor all such costs, expenses and fees in relation thereto.

ARTICLE 7.

- (a) The Subcontractor shall comply with the provisions of any applicable builders’, mechanics’ or construction lien legislation including any trust provisions thereof.

- (b) Prior to the commencement of the Subcontract Work, the Subcontractor shall familiarize itself with and at all times during the progress of the Subcontract Work shall fully comply with the Contractor's Safety Policy, the Contractor's Project Health, Safety, and Environment (HSE) Plan, the *Workers' Compensation Act*, the *Occupational Health and Safety Act* and all other laws, regulations and codes concerning health, safety or the environment as shall be applicable to the Subcontract Work. The Subcontractor shall, if so required, furnish to the Contractor satisfactory evidence that the terms of this Article are being complied with.
- (c) The Subcontractor shall obtain and pay for all permits, licenses and official inspections made necessary by its work, and to comply with all laws, ordinances and regulations bearing on its work and the conduct thereof, including those in respect of environmental protection or enhancement.
- (d) The Subcontractor warrants and guarantees the work and materials covered by this Subcontract and agrees to make good, at its own expense, any non-compliance in carrying out the Subcontract Work including any defect or deficiency in materials or workmanship which may occur or develop, or may be properly condemned or ordered modified by the Consultant, the Contractor or any municipal or government inspector as the result of any work, goods or materials provided by the Subcontractor, together with detrimental direct or indirect effects of such defect or deficiency or of such making good.
- (e) The Subcontractor will examine all work (of its or others) near to or necessary to its own work, detect and notify the Contractor of all flaws or defects therein, and cooperate to make the two works come together and fit and function smoothly.
- (f) Without limitation to the rights of the Contractor pursuant to Article 7, 13 and 17 of this Subcontract, title to materials supplied under this Subcontract shall pass to the Contractor on the earliest of (i) the date required pursuant to the Prime Contract for the passage of title to the Owner, (ii) the date of delivery of such materials to the Site or to such other location as may be directed by the Contractor, or (iii) the date of payment by the Contractor to the Subcontractor for such materials. The Subcontractor agrees to execute such documents as the Contractor may reasonably require to evidence the transfer of such title.
- (g) Whether or not title has passed to the Contractor or the Owner, all risk of loss of or damage to the Subcontract Work not fully or finally accepted by the Owner, or to materials, supplies, equipment or scaffolds, shall rest solely on the Subcontractor, including loss or damage due to vandalism or theft unless, and only to the extent that, such loss or damage is covered by insurance obtained by the Contractor or the Owner that is primary to any insurance obtained or required to be obtained by the Subcontractor.
- (h) The Subcontractor shall:
 - (i) perform quality control covering all activities, products, and services related to the execution of the Subcontract Work so as to ensure:
 - (A) compliance of the Subcontract Work with the stated project performance requirements as well as compliance with the intent of such requirements; and
 - (B) that defects in the performance in the Subcontract Work, if any, are identified and remedied;
 - (ii) ensure that its quality control program meets or exceeds the requirements of the Contractor's quality control program;
 - (iii) present quality control documentation to the Contractor if requested, as a minimum, on a monthly basis with the Subcontractor's monthly progress estimate; and
 - (iv) notify the Contractor immediately upon discovering evidence of a non-conformance quality event.

ARTICLE 8.

- (a) The term "**Shop Drawings**" means drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are to be provided by the Subcontractor to illustrate details of a portion of the Subcontract Work.
- (b) The Subcontractor shall submit Shop Drawings to the Contractor for its review with reasonable promptness and in an orderly sequence so as to cause no delay in the Subcontract Work or in the work of others. Shop Drawings shall be submitted in the form of reproducible transparencies or prints as the Contractor may direct. At the time of submission the Subcontractor shall notify the Contractor by notice in writing separate and apart from the Shop Drawings themselves, of any deviations in the Shop Drawings from the requirements of the Prime Contract. The Subcontractor shall be responsible for all on-site and field dimensioning confirmation as may be required to ensure the accuracy of the Subcontractor's Shop Drawings and to ensure the proper fitting of the Subcontract Work to the work of others.
- (c) The Subcontractor shall submit any samples required to be provided for approval to the Contractor with reasonable promptness and in an orderly sequence so as to cause no delay in the Subcontract Work or in the work of others.
- (d) The Subcontractor agrees to provide the Contractor with such information as the Contractor may demand from time to time to evaluate the progress and coordination of the Subcontract Work or to prepare and revise construction and coordination schedules.
- (e) "By Others" or similar comments on Shop Drawings will not be recognized unless they specifically concur with the specifications.
- (f) The Subcontractor shall maintain accurate and complete Subcontract documents (including all Shop Drawings, as-built drawings, maintenance manuals, instructions, brochures, guarantees, warranties, certificates and other similar documents) at all times during the performance of the Subcontract Work at the Site or at such other location approved by the Contractor in writing, shall make all such documents available to the Contractor at all such times and shall deliver to the Contractor all such documents as and when required by the Contractor and in any event no later than the Subcontractor's final progress claim or two weeks before the Consultant's final inspection, whichever is the earlier.

ARTICLE 9.

- (a) The Contractor shall have the right, without invalidating this Subcontract, to order changes to the Subcontract Work, including changes by way of addition to the Subcontract Work or deletion of portions of the Subcontract Work, and in each such case shall do so in writing.
- (b) When a change to the Subcontract Work is proposed, the Contractor shall provide notice in writing to the Subcontractor describing the proposed change to the Subcontract Work. The Subcontractor shall propose, in a form and in detail acceptable to the Contractor and within such time as may be prescribed by the Contractor, a method of adjustment or an amount of adjustment to the Subcontract Price, if any, and the adjustment to the Subcontract schedule, if any, for the proposed change to the Subcontract Work.
- (c) When the Contractor and the Subcontractor agree to the adjustments to the Subcontract Price and the Subcontract schedule or the method to be used to determine such adjustments, such agreement shall be recorded in a Subcontract Revision signed by the Contractor and the Subcontractor (a "Subcontract Revision").
- (d) If the Contractor requires the Subcontractor to proceed with a change to the Subcontract Work prior to the Contractor and the Subcontractor agreeing upon the adjustments to the Subcontract Price and the Subcontract schedule, the Contractor shall issue a written authorization (a "Contractor Directive") to the Subcontractor authorizing such change, and the Subcontractor shall proceed promptly with the performance of the change to the Subcontract Work. If the parties are unable to agree on the amount of any adjustments to the Subcontract Price or the Subcontract schedule, the same shall be determined in accordance with the provisions of the Prime Contract dealing with changes to the Subcontract Work (and, for the purposes of determining such adjustment in accordance with the provisions of the Prime Contract, such change shall be treated as a change initiated by the

Owner as if the Contractor were the Owner and as if the Subcontractor were the Contractor) but such adjustments shall exclude any fee or overhead to which the Contractor is entitled in respect of changes to the Subcontract Work. In the event that the Prime Contract prescribes limitations on adjustments to schedule or to payments to be made to the Contractor in respect of changes to the work being performed by subcontractors, such limitations shall apply to adjustments to schedule and to payments to the Subcontractor in respect of changes to the Subcontract Work.

- (e) The Subcontractor shall not undertake any changes to the Subcontract Work without a written Subcontract Revision or Contractor Directive and the Contractor shall not be liable to the Subcontractor in any way for any work carried out by the Subcontractor in respect of changes to the Subcontract Work where such work was carried out without a written Subcontract Revision or Contractor Directive. All Subcontract Revisions and Contractor Directives will be considered incorporated into this Subcontract and governed by its terms.
- (f) In the event of a dispute as to whether a written instruction by the Contractor to the Subcontractor constitutes a change to the Subcontract Work, the Subcontractor shall act in accordance with the Contractor's instructions. If it is subsequently determined that the instructions constituted a change to the Subcontract Work, the Subcontract Price shall be adjusted and the Subcontract schedule shall be adjusted in respect of such instruction in accordance with this Article 9 PROVIDED HOWEVER that no such instructions shall constitute a change to the Subcontract Work unless the Subcontractor has provided the Contractor with:
 - (i) notice in writing that it believes that such instructions constitute a change in the Subcontract Work by the earlier of:
 - (A) five (5) days from the date the Subcontractor received the written instruction from the Contractor; or
 - (B) the day that is two Working Days immediately preceding the day that the Contractor must provide a similar notice to the Owner under the Prime Contract in respect of such instructions; and
 - (ii) a further notice in writing to the Contractor detailing why the Subcontractor believes that such instructions constitute a change in the Subcontract Work, the value of such change, and any schedule impacts associated with such change by the earlier of:
 - (A) ten (10) days from the date the Subcontractor received the written instruction from the Contractor;
 - (B) the day that is two Working Days immediately preceding the day that the Contractor must provide a similar notice to the Owner under the Prime Contract in respect of such instructions.

ARTICLE 10.

The Subcontractor shall have no Claim against the Contractor unless it provided the Contractor with:

- (i) notice in writing which specifies the occurrence or event giving rise to such Claim or possible Claim by the earlier of:
 - (A) five (5) days of the date of such occurrence or event; or
 - (B) the day that is two Working Days immediately preceding the day that the Contractor must provide a similar notice to the Owner under the Prime Contract in respect of such Claim or possible Claim; and
- (ii) a further notice in writing which details why the Subcontractor believes that it is entitled to compensation or schedule relief in respect of such Claim or possible Claim, the value of such Claim or possible Claim, and any schedule impacts associated with such Claim or possible Claim by the earlier of:
 - (A) ten (10) days of the date of such occurrence or event; or
 - (B) the day that is two Working Days immediately preceding the day that the Contractor must provide a similar notice to the Owner under the Prime Contract in respect of such Claim or possible Claim.

ARTICLE 11.

- (a) The Subcontractor agrees to comply with all applicable municipal, provincial, territorial and federal employment and labour laws.
- (b) The Subcontractor shall provide a sufficient number of personnel to enable timely and proper execution and completion of the Subcontract Work. All such personnel shall be competent and qualified by education, training and experience and in all other respects capable of carrying out the tasks to which each is assigned. At the Contractor's request, the Subcontractor shall reassign, replace or remove personnel who, in the Contractor's reasonable discretion, do not meet the above requirements, or become intoxicated, intemperate, disorderly, incompetent, or negligent, or who have committed a violation of the Contractor's regulations or procedures including those related to safety, environment, and security. Such requests by the Contractor shall not limit in any way the Subcontractor's responsibilities and obligations, pursuant to the Contract Documents or in tort, for any costs or damages that may arise as a result of the actions of the Subcontractor's personnel.
- (c) The Subcontractor shall comply with those provisions of the Contractor's collective agreements relating to the Subcontract Work. Should the Contractor be found liable for any breach of the Contractor's relevant collective agreements as a result of the Subcontractor's actions, the Subcontractor agrees to defend and indemnify the Contractor in respect of any damages, costs and expenses incurred by the Contractor by reason of the failure by the Subcontractor to comply with those collective agreements or its failure to meet the subcontracting or jurisdiction provisions of those collective agreements.

ARTICLE 12.

- (a) The Subcontractor shall not permit any lien to be filed in respect to the Subcontract Work except the Subcontractor may file a lien for amounts owing to the Subcontractor under this Subcontract which are not paid when due. The Subcontractor shall pay for all materials furnished and work and labour performed under this Subcontract and all taxes, imposts, levies, assessments, premiums, fees or union dues relating thereto directly or indirectly when such payments are due, and shall satisfy the Contractor thereupon whenever demand is made.
- (b) The Contractor, acting reasonably, may withhold payments from the Subcontractor to such extent as may be considered necessary by the Contractor to protect the Contractor from loss on account of defective work or materials not remedied, or the failure of the Subcontractor to make payments for material, labour or otherwise under this Subcontract, or the failure of the Subcontractor to perform any of its obligations hereunder, or claims asserted by the Owner or any third party in respect of acts or omissions of the Subcontractor. The Contractor shall endeavour to give the Subcontractor notice of its intent to withhold a payment from the Subcontractor in accordance with this Article 12(b) as soon as reasonably possible after it becomes aware of the circumstances that would permit the Contractor to do so, but the Contractor shall not be precluded from withholding if such notice has not been given. The Subcontractor hereby authorizes the Contractor to pay any or all of the Subcontractor's unpaid obligations, whether or not such unpaid obligations have been disclosed by the Subcontractor to the Contractor, and to reduce the amount owing to the Subcontractor by the amount or amounts so paid, plus a reasonable allowance for the Contractor's overhead and administration. The amount of any obligations in dispute, plus a reasonable allowance for the Contractor's overhead and administration, may be retained by the Contractor pending determination of the dispute.
- (c) The Subcontractor hereby acknowledges and agrees that the Contractor may set-off against any obligation of the Contractor to the Subcontractor, and that the Contractor's obligation to pay the Subcontractor shall be reduced by, any claim of any nature or kind by the Contractor against the Subcontractor or any subsidiary or affiliate of the Subcontractor, whenever arising, whether liquidated or unliquidated, whether or not arising from or related to this Subcontract and including any claim against the Subcontractor by any other person which has been assigned at any time to the Contractor. Any right which the Subcontractor may have to assign rights under this Subcontract shall be subject to the Contractor's right of set-off as aforesaid and any rights acquired by any assignee shall be subject to the Contractor's right of set-off as aforesaid, whether the claim or claims of the Contractor against the Subcontractor arise before, upon or after the assignment to the assignee, or before, upon or after the Contractor is notified of such assignment.

- (d) Without limiting the generality of the foregoing or any other right or remedy of the Contractor, if a builders', mechanics' or construction lien in respect of the Subcontract Work is registered by a sub-subcontractor, employee, or supplier (or any other entity engaged by or through the Subcontractor) of the Subcontractor and such registration is not released, vacated or discharged by the Subcontractor at least ten (10) days prior to the date that the Contractor is required to discharge such a lien under the provisions of the Prime Contract or, if the Prime Contract does not specify such a date, within ten (10) days after notice by the Contractor to the Subcontractor to discharge such lien, then the Contractor may settle and pay the claim for such lien or make such court applications and make such payments into court as the Contractor deems necessary, in its absolute discretion, to release, vacate or discharge such lien. All amounts paid by the Contractor to release, vacate or discharge such lien or otherwise incurred by the Contractor arising from the registration of such lien, including legal costs on a solicitor and his or her own client basis, shall be paid by the Subcontractor to the Contractor on demand and the Contractor may deduct all such amounts from payments otherwise due to the Subcontractor.

ARTICLE 13.

If the Contractor accepts delivery on behalf of the Subcontractor of any of the Subcontractor's materials, supplies or equipment, whether or not the Subcontractor is then absent from the Site, the Contractor will not be liable for any deficiency or defect in quantity, quality, or content of what was delivered, nor shall the Contractor be deemed to have accepted such materials, supplies or equipment. The Contractor shall not be responsible for storage of any such materials, supplies or equipment.

ARTICLE 14.

- (a) For the purposes of this Article 14, an Event of Default will occur if any of the following events should occur:
- (i) the Subcontractor is insolvent, or is adjudged bankrupt, or makes a general assignment for the benefit of creditors, or commences any proceedings under the *Companies' Creditors Arrangement Act* or the *Bankruptcy and Insolvency Act* or any similar legislation in any jurisdiction, or a receiver is appointed in respect of the Subcontractor, or
 - (ii) the Subcontractor fails to comply with any of the requirements of this Subcontract or fails to prosecute the Subcontract Work with promptness and diligence, or delays the progress of the Contractor and the Subcontractor fails to cure such default within the Cure Period.
- (b) "Cure Period" in respect of a default described in Article 14(a)(ii) means the lesser of:
- (i) 70% of the cure period prescribed in the Prime Contract in respect of such default, if such default gives rise to a default by the Contractor under the Prime Contract; or
 - (ii) 3 Working Days (being a day other than a Saturday or Sunday or a holiday which is observed by the construction industry in the area of the place of the Subcontract Work) immediately following notice of such default from the Contractor, provided that if:
 - (A) the default is capable of being corrected, but is not capable of being corrected within 3 Working Days,
 - (B) the Subcontractor commences the correction of the default within 3 Working Days after receipt of the Contractor's notice, and
 - (C) the Subcontractor provides the Contractor within such period of 3 Working Days with a schedule acceptable to the Contractor for such correction and the Subcontractor diligently works to correct the default in accordance with such schedule,
 such cure period shall be extended to the time prescribed in such schedule.

- (c) Upon the occurrence of an Event of Default, the Contractor may, at its option, and without prejudice to any other right or remedy the Contractor may have:
- (i) cure such default at the expense of the Subcontractor, including a reasonable allowance for the Contractor's overhead and administration,
 - (ii) suspend this Subcontract,
 - (iii) terminate this Subcontract,
 - (iv) take possession of all materials, supplies, products, tools, machinery and equipment of the Subcontractor on the Site,
 - (v) do or pay anything the Subcontractor has failed to do or pay either by the Contractor itself or by employing others for the purpose, or
 - (vi) any two or more of the foregoing.

In any of these cases the Contractor may charge all costs, expenses and losses incurred by it including all fees, including agency fees and legal fees on a solicitor and his or her own client basis, to the Subcontractor who covenants forthwith to reimburse the Contractor therefor.

- (d) If the Contractor fails to pay to the Subcontractor any undisputed amounts owing to the Subcontractor under this Subcontract when due and the Contractor fails to rectify such default within thirty (30) days following its receipt of written notice of such default from the Subcontractor, the Subcontractor shall have right to suspend its performance of the Subcontract Work until such default has been rectified. If the Subcontractor suspends the Subcontract Work in accordance with this Article 14(d), the Subcontractor shall recommence all suspended Subcontract Work within five (5) days of the paying to the Subcontractor of such outstanding undisputed amounts owing to the Subcontractor.

ARTICLE 15.

The Contractor shall have the right at any time by written notice to the Subcontractor to terminate or suspend this Subcontract. If this Subcontract is suspended by the Contractor for reasons other than the default of the Subcontractor or any other event referred to in Article 14, the Subcontractor shall be entitled to an equitable adjustment of the Subcontract Price and the schedule for performance of the Subcontract Work in respect of such suspension provided that the Subcontractor has taken all reasonable steps to mitigate the cost and schedule impacts arising from the suspension. Notwithstanding the foregoing, if such suspension is as a result of suspension of the Work or the Subcontract Work under the Prime Contract, other than as a result of default of the Contractor not caused or contributed to by the Subcontractor, the Contractor's obligation to make an equitable adjustment of the Subcontract Price and the schedule for performance of the Subcontract Work shall be conditional upon the Contractor being in receipt of funds and being granted an extension of time for the same pursuant to the terms of the Prime Contract, the Contractor having taken all commercially reasonable steps to obtain such compensation and extension. If this Subcontract is terminated for reasons other than the default of the Subcontractor or any other event referred to in Article 14, the Subcontractor shall be entitled to be paid for all work performed to the date of termination, as provided in the payment provisions of this Subcontract, for loss sustained with respect to sub-subcontracts and supply contracts and such other damage as the Subcontractor may reasonably have sustained as a result of termination of this Subcontract provided that:

- (a) the Subcontractor has taken all reasonable steps to mitigate such loss or damages; and
- (b) the Contractor may require the Subcontractor to assign to the Contractor any agreements that the Subcontractor has with sub-subcontractors and suppliers in respect of the Subcontract Work; and
- (c) the Subcontractor shall not be entitled to recovery of anticipated profits on Subcontract Work not performed or any other consequential damages.

Any payments owing to the Subcontractor under this Article 15 shall be made in accordance with Article D of this Subcontract.

ARTICLE 16.

Payment by the Contractor to the Subcontractor, approval of progress payments by the Contractor, failure by the Contractor to complain against or to sue the Subcontractor, inspection or testing of any of the Subcontract Work by the Contractor, the Consultant or the Owner, or the issuance of any certificate for payment by the Consultant or the Owner shall not be deemed to be a waiver by the Contractor of any of its rights against the Subcontractor including the right of the Contractor to either withhold payments from the Subcontractor or set-off against any obligation of the Contractor to the Subcontractor in accordance with this Subcontract unless there is an express agreement in writing to that effect. Whenever it may be useful or necessary, the Contractor or the Owner shall be permitted to occupy and use any portion of the Subcontract Work that has been either partially or fully completed by the Subcontractor, but such occupation or use shall not be deemed to be a waiver by the Contractor of any of its rights against the Subcontractor unless there is an express agreement in writing to that effect. The Subcontractor shall not be responsible for any damage caused by the Contractor or the Owner during such occupation.

ARTICLE 17.

The Subcontractor shall store all construction materials to be supplied for the Subcontract Work ("**Materials**"), whether such Materials are supplied by the Subcontractor, or by the Contractor or Owner to the Subcontractor, until such Materials have been incorporated into the Subcontract Work. Such Materials shall be stored so as to:

- (a) ensure the preservation of their cleanliness, quality and fitness for the Subcontract Work;
- (b) be protected from vandalism and theft; and
- (c) be protected from moisture and other conditions promoting the growth of mold or the propagation of corrosion or rust.

Such Materials shall be located so as to facilitate prompt inspection. The Subcontractor shall be responsible to ensure that any Materials transported to the Site by or for it shall be protected from moisture and kept clean during transportation and handling. Any unclean materials shall be cleaned or replaced to the Contractor's satisfaction. Any Materials that have become moist shall be immediately dried to ensure that no mold, rust or corrosion will result from such moisture, to the satisfaction of the Contractor. Wet Materials or Materials that have not been dried in a timely way or to the satisfaction of the Contractor shall be removed from the Site and replaced with Materials satisfactory to the Contractor. The Subcontractor shall notify the Contractor prior to the incorporation of any moist materials in the Subcontract Work, or before using any water in any of its construction methods. The Subcontractor shall immediately notify the Contractor of any leaks or spills of which it becomes aware. The Subcontractor shall undertake all of the foregoing requirements at its own cost and shall be responsible for the cost of any rework or replacement required due to improper material storage or installation. The Subcontractor shall ensure that these provisions are incorporated into all of its subcontracts or purchase orders on this Project.

ARTICLE 18.

The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Subcontract.

ARTICLE 19.

- (a) In this Article 19, "**Confidential Information**" means all information, documentation or records of one party that are disclosed to the other that are marked "Confidential" at the time of disclosure or that would be considered by a prudent and reasonable businessperson to be confidential or proprietary in nature and includes all analyses, compilations, studies or other documents that contain or are derived from the foregoing information, documentation or records.

- (b) Each party (the “**Recipient**”) will hold in confidence any Confidential Information disclosed to it by the other party (the “**Disclosing Party**”), to be used only for the purpose for which such Confidential Information was disclosed. Such obligation shall not apply to any information, documentation or records:
- (i) which the Disclosing Party confirms in writing is not required to be treated as Confidential Information;
 - (ii) which is in or becomes a part of the public domain otherwise than through disclosure prohibited by this Article 19;
 - (iii) to the extent either party is required to disclose such Confidential Information by applicable law;
 - (iv) to the extent such information, documentation or records were lawfully in the possession of the Recipient prior to its disclosure by the Disclosing Party; or
 - (v) to the extent such information, documentation or records are received by the Recipient on a non-confidential basis from a third party, provided that to the best of the Recipient’s knowledge, such third party was not bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from disclosing the information to the Recipient.
- (c) The obligations of the Subcontractor pursuant to this Article 19 are in addition to any confidentiality obligations under the Prime Contract that are incorporated into this Subcontract pursuant to Article 2.
- (d) All obligations of the Subcontractor and the Contractor pursuant to this Article 19 shall survive termination of this Subcontract for any reason.

ARTICLE 20.

- (a) Any Claim, dispute, or other matter in question between the Contractor and the Subcontractor in any way pertaining to this Subcontract including any dispute in respect of scope of the Subcontract Work, changes to the Subcontract Work, the Subcontract Price or scheduling (a “Subcontract Dispute”), shall, if possible, be resolved by negotiation between the Contractor’s and the Subcontractor’s designated representatives for the Project. The Contractor and the Subcontractor each commit to seeking resolution of such matters in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Project. If a Subcontract Dispute cannot be resolved by the parties’ designated representatives for the Project, no later than thirty (30) days after either party submits same in writing for resolution, representatives from executive management of the Contractor and the Subcontractor shall attempt to resolve the matter through additional good faith negotiations. If resolution cannot be reached within sixty (60) days by the parties’ executive managers, the Subcontract Dispute shall be referred for resolution in accordance with Articles 20(c) through 20(g).
- (b) Notwithstanding the existence of any Subcontract Dispute, the Subcontractor shall continue to diligently perform the Subcontract Work in accordance with the directions of the Contractor. Provided the Subcontractor has provided all applicable notices to the Contractor with respect to such Subcontract Dispute, the Subcontractor’s continued performance of the Subcontract Work shall not prejudice to any right of the Subcontractor to contest, dispute or challenge the relevant matter in accordance with the provisions of this Subcontract.
- (c) Should any Subcontract Dispute arise that is related to a dispute between the Owner and the Contractor, such Subcontract Dispute shall, at the election of the Contractor, be disposed of in the same manner, by the same mediator, arbitrator or arbitration panel, or the same court, at the same time, and in the same proceeding as the dispute is to be disposed of as between the Owner and the Contractor.
- (d) If a Subcontract Dispute:
- (i) has not been resolved pursuant to Article 20(a); or

(ii) has not been referred to a dispute resolution procedure pursuant to an election made by the Contractor in accordance with Article 20(c);

either party may by written notice to the other party refer the Subcontract Dispute to mediation. If either party refers a Subcontract Dispute to mediation, the parties shall within 14 days of such notice jointly appoint a mediator (the "Project Mediator"). If the parties fail to jointly appoint a Project Mediator within such 14 day period, either party may request a neutral appointing authority operating in the province of the Subcontract Work or, if applicable, a judge of the superior court of the jurisdiction of the Subcontract Work, to appoint the Project Mediator and the Project Mediator so appointed shall be deemed acceptable to the parties and appointed by them.

(e) If a Project Mediator is appointed, the parties shall submit their position regarding the Subcontract Dispute in writing to the Project Mediator and shall afford to the Project Mediator access to all records, documents and information the Project Mediator may request. The parties shall meet with the Project Mediator at such reasonable times that the Project Mediator may request and shall, through the intervention of the Project Mediator, negotiate in good faith to resolve the Subcontract Dispute. All proceedings involving a Project Mediator are agreed to be without prejudice and the cost of the Project Mediator shall be shared equally between the parties.

(f) If a Subcontract Dispute has not been resolved within six months after the appointment of a Project Mediator, either party may by notice to the other party withdraw from the mediation process.

(g) Any Subcontract Dispute that:

(i) is not resolved pursuant to Article 20(a);

(ii) has not been referred to a dispute resolution procedure pursuant to an election made by the Contractor in accordance with Article 20(c); or

(iii) has not been resolved through or as a result of a mediation

shall be referred to and finally resolved by arbitration conducted by a single arbitrator in accordance with the applicable commercial arbitration statute in force in the jurisdiction of the Subcontract Work, unless the parties mutually agree otherwise in writing. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The prevailing party shall be entitled to reasonable solicitor's fees and costs, and the arbitrator shall have the power to make such an award.

SPECIAL CONDITIONS

1. Safety

Employers on a construction project are responsible for the health and safety of their workers as regulated by provincial, territorial and federal acts and regulations. As a Subcontractor, you are obligated to familiarize yourself with and to fully comply with all laws, regulations and codes concerning safety as shall be applicable to the work and to the safety standards established during the progress of the work by the Contractor. At all times, you are obligated to conduct all your operations within the requirements of the Contractor's Project Safety Plan.

General Safety Requirements

(a) The Subcontractor shall actively promote safe working performance on the part of their employees and its own third-party subcontractors. Site supervisors shall participate in such activities as safety meetings, safety inspections, and safety incentive programs operated by the Contractor. It is expected that each Subcontractor will also conduct their own safety programs best suited to their particular needs.

(b) All Subcontractors shall hold "tailgate" safety meetings with their workers and their own subcontractors at least once a week. Minutes of these meetings in an agreed format shall be forwarded to the site superintendent.

(c) An effective system of orientation and education to the work for all new and transferred workers and all of its own subcontractors is expected of each Subcontractor. Subcontractors shall inform both their workers and their own subcontractors of all safety rules and safety procedures before they begin work on site. A suggested system such as a review of local regulations and Contractor's Project Safety Plan for construction could be used.

(d) Subcontractors shall inform their workers and their own subcontractors of the location and use of emergency equipment.

(e) Subcontractors shall inform their workers and their own subcontractors of existing project procedures for First Aid and Ambulance calls.

(f) Subcontractors should use their own regular system of inspection to detect and correct hazardous conditions, safety rule violations, and unsafe working practices in their own areas. The Contractor's Inspection Team may be utilized with prior arrangement with the project superintendent.

(g) Approved safety head protection, boots and safety glasses must be worn by personnel at all times on site.

(h) Good housekeeping and orderliness is a basic requirement for all jobs and must be maintained at all times. Special attention must be given to maintaining clear walkways, removal of trash, removal of slipping and tripping hazards, and proper storage of materials. Temporary material storage accesses must be requested and cleared through the project superintendent and kept neat at all times.

(i) The Subcontractor site supervisor or his representative shall give a current address and a 24-hour contact number to the project superintendent so that he may be contacted after hours in case of emergency involving hazard, loss, or damage.

(j) The Subcontractor shall ensure that all its workers and all of its own subcontractors are equipped with all personal protective equipment as required by local laws, regulations and codes and by the Contractor's Project Safety Plan.

(k) The Subcontractor shall immediately report all unsafe or dangerous conditions to Contractor's superintendent.

(l) In keeping with the Federal Hazardous Products Act (HPA), and subsequent Provincial/Territorial Occupational Safety and Health Regulations governing Workplace Hazardous Materials Information System Legislative (WHMIS), Subcontractors and suppliers are required to ensure that the appropriate Material Safety Data Sheets (MSDS) accompany or precede all controlled products to the project.

(m) Guard rails shall be installed immediately. The Subcontractor's workers and all of its own subcontractors shall be instructed that they must replace any rail, cable or opening cover they remove immediately after doing work on any openings.

(n) Any Subcontractor who creates or exposes a hazard is responsible for that area and shall not leave the area exposed or unguarded. Failure to replace and/or repair opening protection and rails upon leaving the area will result in the Contractor replacing and repairing the opening protection and rails. The cost of this work shall be deducted from the Subcontractor's subcontract amount. All such work will be charged at the Contractor's project force account rate.

2. Safety Documentation

The Subcontractor shall hold and document regular tailgate safety meetings (minimum once a week) and undertake and document pre-job safety instructions (as conditions necessitate or warrant). Copies of this documentation are to be provided to the Contractor on a regular basis. If requested in writing, the Subcontractor will be required to submit monthly safety reports detailing such information as total person hours per month and to date, information and classification of incidents this month and to date, breakdown of injury types and causes, and any other such information requested by the Contractor. Payment of the Subcontractor's monthly progress claims will be contingent on the submission of all such documents to the Contractor.

3. Safety Programs

The Subcontractor shall be responsible for the administration, implementation, monitoring, supervision, and enforcement of its own environment, health, and safety programs as well as those of its own subcontractors throughout the progress of the work. The Subcontractor shall actively promote safe working performance on the part of the workers of these subcontractors in the same manner as to its own employees and is responsible to ensure that these subcontracted workers are included in all activities carried out in respect of the Subcontractor's safety obligations set out in Item 1 of these Special Conditions.

4. Project Safety Plans

The Subcontractor shall review and familiarize itself and its project staff (including all of its own subcontractors) with the Contractor's Project Safety Plan issued for the project and will comply with it at all times during the progress of the work.

The Subcontractor will designate on-site supervisory personnel to ensure adherence by all of its workers and subcontractors to this plan as well as its own safety programs.

The attached Safety Acknowledgement form shall be completed and must be returned with this subcontract as a condition of payment.

5. PCL Builders Inc. as Agent

The Subcontractor acknowledges that the Contractor has appointed PCL Builders Inc. to act as its agent in respect of certain aspects of this Subcontract and that either the Contractor or PCL Builders Inc. may provide instructions, directions, notices, or fulfill other actions related to the Contractor's administration of, or execution of rights under, this Subcontract. The Subcontractor agrees to follow any such instructions, directions, notices, or other actions given or performed by PCL Builders Inc. as though such instructions, directions, notices, or other actions were given or performed by the Contractor.

6. Insurance Requirements

- A. Public Liability and Property Damage Insurance with minimum limits of \$5 million per occurrence.
- B. Owned vehicle insurance with minimum limits of \$5 million per occurrence.
- C. Non-owned vehicle insurance with minimum limits of \$5 million per occurrence.
- D. Equipment insurance

Prior to commencing Work on the Project, the Subcontractor shall furnish certificates of insurance to Contractor. The certificate of insurance shall include the clause "The insurer shall mail to Contractor 30 days' written notice of any material change in or cancellation

of these policies." The policies shall include Contractor as an additional insured, and shall contain provisions that the insurer shall have no right of subrogation against Contractor, and when required by the Prime Contract, shall name Owner or other persons as additional insureds and contain waivers of subrogation against Owner and such other persons; and contain a cross liability clause and a severability of interests clause.

7. Labour Provision

Notwithstanding any other provision of this Subcontract, the Subcontractor acknowledges and agrees as follows:

(i) materials, equipment, or assemblies supplied by the Contractor or others, and to be installed as part of the Subcontract Work, may or may not bear union labels;

(ii) union and non-union contractors and subcontractors may be working on Site concurrently;

(iii) there will be no work stoppages, work slowdowns, or any other form of withdrawal of labour or disruptions of labour by the Subcontractor's workers, or by the workers of other subcontractors on the Site as a result of the union affiliations or activities of the Subcontractor or the Subcontractor's workers, while the Subcontractor is engaged in performing the Subcontract Work. In the event the Subcontract Work is delayed or disrupted as a result of any work stoppages, work slowdowns, or any other form of withdrawal of labour or disruptions by the Subcontractor's workers, or the workers of any of its fabricators, subcontractors, or suppliers, or as a result of the union affiliations or activities of any of them which directly or indirectly cause work stoppages, slowdowns, withdrawals, or interruptions, the Contractor may immediately terminate this Subcontract, and the Subcontractor shall have no recourse against the Contractor or the Owner on account thereof. The Subcontractor shall defend, indemnify, and save harmless the Contractor and the Owner from and against any Claims sustained by the Contractor or the Owner as a result of any such stoppage, slowdown, withdrawal, or disruption;

(iv) if the Subcontractor or any of its fabricators, subcontractors, or suppliers is or becomes bound by any collective agreements, prior to the commencement of Subcontract Work on Site, or as a condition of continuing with Subcontract Work on Site, the Subcontractor shall provide evidence satisfactory to the Contractor that all applicable unions have waived any rights to prohibit work by non-union or non-affiliated workers on Site;

(v) the Subcontractor shall defend, indemnify, and save harmless the Contractor and the Owner as a result of any Claims sustained as a result of the invoking of any affiliation clause under collective agreements to which the Subcontractor or any of its fabricators, subcontractors, or suppliers is bound, or to which any of them become bound, while the Subcontractor is engaged in performing the Subcontract Work; and

(vi) the Subcontractor shall ensure that its fabricators, subcontractors, and suppliers are bound by the provisions of this clause.

8. Supervision

Pursuant to Article 11(b), at all times, in connection with the performance of the Subcontract Work, the Subcontractor shall keep and employ at the Site a suitably qualified superintendent (the "Subcontractor's Superintendent") who is skilled, fluent in the English language, experienced and competent, who shall be available at the Site at all times during the performance of the Subcontract Work. Any explanations, orders, instructions, directions and requests and notices given by the Contractor shall be well and sufficiently made or given to the Subcontractor when made or given to the Subcontractor's Superintendent.

If, during the performance of the Subcontract Work, the Subcontractor's Superintendent is required to leave the Site for a period of time such that he cannot reasonably oversee the progress of the Subcontract Work, the Subcontractor shall notify the Contractor of the anticipated duration of the absence and, if deemed necessary in the sole and unfettered discretion of the Contractor, the Subcontractor's Superintendent shall appoint an acting Subcontractor's Superintendent to fulfill the duties of the Subcontractor's Superintendent during the anticipated absence from the Site. The Subcontractor's Superintendent shall, prior to leaving the Site, deliver or cause to be delivered

to the Contractor the name of the person whom he or she nominates as the acting Subcontractor's Superintendent and shall not leave the Site prior to receiving from the Contractor acceptance of said nominee.

9. Cleaning During Construction

Each Subcontractor shall be responsible for cleaning up during and after installation of their materials, and shall leave areas 'broom clean' prior to moving onto to new areas and daily.

Each Subcontractor shall, at all times, assemble and remove their bulk debris from the site. In addition, one workman for each 10 people employed, or pro-rated portion thereof, shall be assigned to the Contractor's clean-up crew one day per week for the duration of the Subcontractor's installation period. In lieu of the workman, arrangements may be made with the Contractor for use of their labour force for such clean-ups which will be chargeable to the Subcontractor.

Each Subcontractor shall, upon request of the Contractor, remove excess debris from the work areas within four working hours. Failure to so perform will result in the Contractor having this work done at the Subcontractor's expense.

10. Schedule

Time is of the essence. Substantial completion by August 14, 2020 and ready for turnover to Owner. This Subcontractor agrees to coordinate all work with the Contractor's Master Schedule and add personnel, or work extra hours as required to meet this Schedule.

11. Textura

Article E1 is deleted and replaced with the following:

The Subcontractor shall submit invoices, back up to invoices, and all supporting documents required by the Contractor, including but not limited to those items specified in Articles D(5) and E(2), in an electronic format acceptable to the Contractor covering progress claims referencing this Project through the Oracle Textura Payment Management ("Textura") not later than the twenty-fifth day of the month in which materials were supplied or work performed. In the event progress draws are received later than this, the Contractor may postpone payment to the month following that in which it would otherwise have been due, notwithstanding anything contained elsewhere in this Subcontract. Subcontractor is responsible for all fees and costs associated with the use of Textura. Fees are listed below and will be deducted from the amount owed to Subcontractor.

For projects initiated before June 13, 2019

Subcontract (SC) Value	Fee (CDN & USD)
<\$27,778	\$50 (min)
\$27,778 - \$1,388,889	0.18% of SC Value
>\$1,388,889	\$2,500 (max)

For projects initiated in Textura on or after June 13, 2019, fees to Subcontractors are calculated as 0.22% (22 basis points) of contract value (plus applicable taxes), with a maximum fee of \$3,750 CDN.

Subcontract Amount (CAD)	Fee (CDN)
\$0 - \$1,704,543	0.22%
>\$1,704,544	\$3,750

12. Appendix "A"

Appendix A is attached to and forms an integral part of 90437018-OS between PCL Construction Management Inc. and Metro Paving and RoadBuilding Ltd. In the event of discrepancies, the Agreement, General Conditions, and Special Conditions will take precedence over this Appendix A.

13. 50% Labour & Materials Bond (Reimbursable Bond Costs)

Subcontractor shall provide a Labour & Materials Payment Bond covering 50% of the amount of this Subcontract made in the favour of Contractor on a form approved by the Canadian Construction Association and with a bonding company approved by the Contractor. If Subcontractor fails to provide such bond, the Contractor may terminate this Subcontract, reserving its right to claim any damage it may be put to as a result thereof. This Bond shall be signed and sealed by both the Subcontractor and the Bonding Company and returned with the signed copies of this Subcontract agreement. The cost of the bond, without markup, may be invoiced by the Subcontractor to the Contractor. The Contractor reserves the right to request the invoice from the Subcontractor's Surety.

14. 50% Performance Bond (Reimbursable Bond Costs)

The Subcontractor shall provide a Performance Bond covering 50% of the amount of this Subcontract made in favour of the Contractor on a form approved by the Canadian Construction Association and with a bonding company approved by the Contractor. If Subcontractor fails to provide such bond, the Contractor may terminate the Subcontract reserving its right to claim any damage it may be put to as a result thereof. This bond shall be signed by both the Subcontractor and the Bonding Company and returned with the signed copies of this Subcontract agreement. The cost of the bond, without markup, may be invoiced by the Subcontractor to the Contractor. The Contractor reserves the right to request the invoice from the Subcontractor's Surety.

15. Camp Facilities

Contractor will provide, at no cost to the Subcontractor, camp facilities on the Whistler Campground Project Site site, for a maximum of 320 person days. Any days provided in addition to this amount will be charged at the amount of \$200 per person per person day.

16. Inclusions

- PCL to supply Camp for Metro grading crew only. Paving Crew Accommodations and meals by Metro.
- Random camp meals will be charged back to Metro at cost to PCL plus admin fee.
- Metro to coordinate laydown and storage areas with PCL.
- Site areas damaged by Metro to be returned to original condition unless required otherwise by site/project scope.
- Utilities for Metro subcontract scope by Metro.
- Traffic control in and out of site by Metro except where required at hwy 93 and existing public roads to ensure public safety and as required by the highways act.
- PCL to provide site security gates to keep public out of site, Metro to ensure site security is maintained specific to Metro scope
- Cost of 50/50 performance/l & m bond to be added to the value of the subcontract

17. Quality Control

It is the responsibility of the Subcontractor to perform quality control covering all activities, products, and services related to the execution of the work to be performed as outlined in Article B of this subcontract. The Subcontractor must ensure the following:

1. Compliance with the project specifications performance requirements as well as compliance with the intent of such requirements.

2. Quality control documentation must be presented to the Contractor at minimum, on a monthly basis.
3. Notwithstanding item #2 above, the Contractor is to be notified immediately upon evidence of a non-conformance quality event.

Quality non-conformance of an activity, product, or service will result in withholding of funds until rectification or resolution is achieved. No progress payment or final payment shall be due or payable nor shall any interest accrue thereon until the Subcontractor furnishes the Contractor such documentation as may be required in accordance with the Contractor's quality control requirements.

SUBCONTRACTOR AWARD MEETING NOTES

Date of Meeting: August 13, 2019

Project Name: Whistlers Campground Reconstruction

Subcontractor: Metro Paving and Roadbuilding Ltd.

Company Name	Representative
PCL	
	Brendon Hollier
	Simon Benoit
	Steve Timbrell
Metro Paving and Roadbuilding Ltd.	
	Nathan gates

DISTRICT SPECIFIC REQUIREMENTS TO BE FOLLOWED BY SUBCONTRACTOR	PROJECT SPECIFIC REQUIREMENTS & REMARKS
1.0 PROJECT HEALTH AND SAFETY	
a. PCL's Orientation and Safety Policy requirements to be followed. All parties are to maintain a safe and healthy work environment for all personnel. All work to be done in accordance with occupational health. PCL is committed to the goal of zero incidents on all projects.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Online orientation instruction email to be sent by PCL with LOI. Metro to send certificates to PCL by email.
b. All workers and management that will be on site must attend site specific safety orientation prior to start of work.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Required with Online Orientation; however, much shorter. Includes a Parks Canada Environmental Training. Online orientation certificates and worker certificates to be submitted before booking into camp.
c. PCL project specific HSE Plan must be signed off by the subcontractor and his field supervisor prior to commencing work on site.	The subcontractor field supervisor will sign off on the project specific HSE plan prior to commencing work on site. Will be sent with subcontract. <ul style="list-style-type: none"> • Workers required to stay in Work Camp; rules of camp are applicable (dry camp)

DISTRICT SPECIFIC REQUIREMENTS TO BE FOLLOWED BY SUBCONTRACTOR	PROJECT SPECIFIC REQUIREMENTS & REMARKS
The project specific HSE plan will be provided with the subcontract and available on the PDC website.	<ul style="list-style-type: none"> • Bears in area; no tolerance for garbage left outside <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
d. Subcontractors Project Specific Safety Plan (Job Assessment) is required prior to commencing any work on site.	Plan is to be provided to PCL project manager for review and acceptance prior to mobilizing to site
e. Safe work procedures to be submitted, as required.	Procedures are to be provided to PCL superintendent for review and acceptance prior to mobilizing to site
f. MSDS sheets must be current (dated within the last 1-2 years). These are to be submitted to PCL, as part of the submittal process. Also to be delivered with the material as it comes to site.	MSDS sheets will be stored in the PCL jobsite trailer, the subcontractor's trailer and they should also be at the place of work with the workers for reference.
g. <u>Required Safety Meetings</u>	<input checked="" type="checkbox"/> Safety orientation for all workers starting on site. <input checked="" type="checkbox"/> Daily Hazard Assessment (PSI) <input checked="" type="checkbox"/> Weekly Tailgate Safety Meetings. <input checked="" type="checkbox"/> Monthly Joint Health and Safety Committee Meetings (as announced). A supervisor and one (1) worker will be required to attend this meeting once a month when on site. Online training required.
h. <u>Monthly Inspections</u> One inspection per month will be the requirement of the project.	<input checked="" type="checkbox"/> Monthly inspections to be submitted to the PCL superintendent before the 25 th of the month.
i. <u>Monthly Safety Statistics</u> To be submitted with the monthly invoice/ billings.	<input type="checkbox"/> Monthly safety statistics to be submitted to the PCL superintendent before the 25 th of the month.
j. <u>Spills</u> Site specific spill/leak containment and clean-up procedure to be as per the PCL HSE plan.	Subcontractors are required to have their own spill containment kits.
k. <u>Incident Reports</u> To be submitted to the PCL general superintendent within 24 hours.	To be submitted to the PCL superintendent or his designate as soon as possible.

DISTRICT SPECIFIC REQUIREMENTS TO BE FOLLOWED BY SUBCONTRACTOR	PROJECT SPECIFIC REQUIREMENTS & REMARKS
<p><u>General Safety Notes</u></p> <ul style="list-style-type: none"> • PCL’s goal is to complete this project with a TRIR of zero, meaning having no LTIs, MAs, or MWDs. • PCL has a corporate-wide ZERO TOLERANCE POLICY for drug, alcohol, and PPE non-compliance. Subcontractor is to ensure all workers coming to site are equipped with the required PPE or they will not be allowed access to the site. • The minimum required PPE includes: hard hats, safety glasses, and CSA safety boots with 6” ankle support at all times; and high visibility vests, gloves and hearing protection when required. • Subcontractor to submit daily manpower counts to PCL by 8:00 a.m. each day. • PSIs/Daily Hazard Assessments are to be posted by the subcontractor on PCL bulletin board by 10:00 a.m. each day. • PSIs/Daily Hazard Assessments will be audited by PCL staff on a continuous basis. • Tailgate Safety Meetings are to be completed every Tuesday and the minutes are to be submitted to PCL by the end of day Friday of that week. • Subcontractor to report all near-miss incidents, LTIs, MAs, FAs, and MWDs immediately, with incident report submitted within 24 hours. • Workers operating large equipment must submit applicable certifications of training for each piece of equipment. Daily equipment inspection logs & manual must be available for inspection on the equipment at all times. • PCL will require drug and alcohol testing after an incident. 	
2.0 SCOPE OF WORK	
<p>a. Confirm received written quote and verify. (Include base price, separate prices, unit prices, alternate prices, post-tender addenda adjustments)</p>	<p>See below: LOI to be provided following todays meeting. Scope to be confirmed but generally road prep and paving. Top soil removal and common ex by others, 300mm subgrade prep TBD as well as existing road grading.</p>
<p>b. Value Engineering Allowances (included in subcontract amount)</p>	<p>Values and status of approval:</p> <ul style="list-style-type: none"> • N/A
<p>c. Confirmed quote is in accordance with plans and specifications unless otherwise called for in the specifications and addenda. A new subcontract will be issued for this work.</p>	<p>The quote is in accordance with the plans and specifications. TOTAL CONTRACT VALUE: TBD Contract Type: <input checked="" type="checkbox"/> Unit Price <input type="checkbox"/> Lump Sum All plans and specifications, including:</p> <ul style="list-style-type: none"> • General Conditions • Addenda 1 through 16 <p>Exceptions: inclusions or exclusions</p>
<p>d. Review subcontractor scope of work</p>	<p>Scope is understood by unit price pay item</p>

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	<ul style="list-style-type: none"> • QA/QC testing as per the project specifications • Metro to provide traffic control/accommodation and flag persons required for Subcontractor's project specific scope of work. General project traffic control and coordination within project site and hwy traffic control by PCL. • Clean equipment, trucks, materials, etc. when entering Jasper National Park and Campground. Metro to keep access gates closed after entering and exiting the site.
<p>e. Any questions on drawings or specifications?</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Items of note reviewed during the meeting:</p> <ul style="list-style-type: none"> • Subcontractor is familiar with project drawings and specifications <p>Future questions are to be forwarded on as an RFI to PCL Project Manager</p>
<p>f. Clarify:</p>	
<p>i. Mobilization date</p>	<p>Start date of mobilization: Summer 2020. Exact date TBD</p>
<p>ii. What must be complete prior to mobilization?</p>	<p><input checked="" type="checkbox"/> Subcontract to be executed and subcontract documents received (WCB Letter of Good Standing and proof of insurance)</p> <p><input checked="" type="checkbox"/> Subcontractor HSE plan and safety documents to be submitted</p> <p><input checked="" type="checkbox"/> Subcontractor quality plans</p> <p><input checked="" type="checkbox"/> Business License and overweight vehicle permits for Hwy 93 obtained from Parks Canada (PCL to send license and permit application information)</p> <p><input checked="" type="checkbox"/> Other</p> <ul style="list-style-type: none"> • IFC Drawings and Specifications
<p>iii. What does PCL have to do to enable subcontractor to complete work: i.e.: Concrete to electrical, blocking</p>	<ul style="list-style-type: none"> • U/G and Common Excavating Scopes

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<p>g. Site security requirements:</p> <ul style="list-style-type: none"> • Site fencing and perimeter doors to be maintained. • Subcontractors are responsible for their own materials, tools and equipment. • Any issues are to be reported to the PCL superintendent. 	<ul style="list-style-type: none"> • There is currently no security on site. Subcontractors are responsible for their own materials, tools, and equipment. • Any issues are to be reported to the PCL superintendent.
<p>h. Review any special conditions or requirements subcontractor may require, (i.e. hoisting, hoarding, power, storage (limitations for), laydown, site office, lunchroom).</p> <p><u>Discuss:</u></p> <ul style="list-style-type: none"> • Just in time delivery methods • Crane procedures and costs • Garbage handling from work location to disposal • Garbage bins rules and costs • LEED requirements (documentation for recycled content, indoor air quality, regional materials, and certified wood) 	<p>Laydown requirements:</p> <ul style="list-style-type: none"> • Turn Around areas to be determined prior to starting work. <p>Crews working from:</p> <ul style="list-style-type: none"> • TBD, 10 to 12 hour days
<p>i. Insurance: Subcontractors responsibility and limits for PCL's on site insurance.</p> <ul style="list-style-type: none"> • Discuss PCL COC insurance deductibles (to subcontractor's account), payment terms (PCL does not pay until we get paid), does not cover construction materials. • Require insurance certificate prior to the start of work. • Require WCB Letter of Good Standing prior to start of work. 	<p>The required limits of subcontractor insurance to be:</p> <ul style="list-style-type: none"> • \$5,000,000 General Liability Insurance
<p>j. Trade information coordination:</p> <ul style="list-style-type: none"> • Review interface with other subcontractors. • Discuss shop drawings from other subcontractors that are required for subcontractor review and info. i.e. mechanical to check structural steel shop drawings for duct size opening. 	<p>Required shop drawings from other subcontractors to be provided?</p> <ul style="list-style-type: none"> • N/A <p>Subcontractors to coordinate with:</p> <ul style="list-style-type: none"> • As required

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<p>k. Drawing and specification requirements. Reviewed issuance of (IFTs, IFCs)</p>	<p>Drawing - #IFC Specifications - #IFC Plans and specifications will be distributed via: PCL's Egnyte Site Subcontractor to review IFC drawings and specifications, when issued, and notify PCL within 5 days if there are any changes.</p>
<p>l. Subcontractor Security requirements will be provided as selected by PCL:</p> <ul style="list-style-type: none"> • PCL Subcontractor Default Insurance Program, or • Subcontractor provided bonds <p>(Review requirements with administration in advance of meeting)</p>	<p>Contract security selected for the project:</p> <p><input type="checkbox"/> PCL Subcontractor Default Insurance Program (subject to approval by PCL Finance and Admin)</p> <p><input checked="" type="checkbox"/> Subcontractor Perf and L & M bonds (50/50 Bond)</p>
<p>m. Discuss contract and payment terms. Payments will not be released until the following information is received:</p> <ul style="list-style-type: none"> • Signed Contract and revisions • Insurance Certificate • WCB Clearance • Statutory Declaration • Safety acknowledgement form signed • Site Specific Safety Plan 	<p>The subcontractor is aware of the PCL standard subcontract and will sign it with no exceptions. Additional payment conditions:</p> <ul style="list-style-type: none"> • Safety statistics c/w worker hours • Quantity Verification by Survey • QA associated with Pay item progressed • Quality Control Plan
<p>n. Invoices and all supporting documents shall be submitted through the TEXTURA Construction Payment Management System not later than the twenty-fifth day of the month which the work was performed.</p>	<p>Project Accountant: Phui-Fong Leong Phone: 780-733-5958 Email: PFLeong@pcl.com Also e-mail a copy directly to the PCL project manager.</p>
<p>o. Mechanical and Electrical progress claims to be reviewed in advance by the respective consultants.</p>	<p>N/A</p>
<p>p. Final payment (holdback) will not be released until all subcontract revisions are returned and signed.</p>	<p>Change items cannot be progressed unless the subcontract and required revisions have been signed and returned to PCL.</p>

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<p>q. Subcontract revisions on the claims to be detailed to include all changes c/w proper CRX coding and description, or as required by the project manager.</p>	<p>Reviewed <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>3.0 SCHEDULE</p>	
<p>a. PCL provided a preliminary project schedule to the subcontractors.</p>	<ul style="list-style-type: none"> • 2020 schedule to be provided with subcontract. Mobilization spring/summer 2020. • Potentially Asphalt plant not in Jasper at onset of Paving season 2020 for 2-3 weeks. Exact dates to be provided to PCL prior to mobilization. Metro confirmed scope schedule would not be impacted. Metro PCL to coordinate to accommodate overall schedule. • PCL will be continually updating and issuing the master schedule. The updated schedule will be distributed via email. • Subcontractors are to review and comment on concerns related to schedule updates continuously through the project. If no comments are received within 2 days of the issuance of a schedule update, it will constitute an acceptance of the schedule.
<p>b. Reviewed duration and agree upon main duration as submitted.</p> <ul style="list-style-type: none"> • Subcontractors are to review and comment on concerns related to schedule continuously through the project. If no comments are received by the project manager via e-mail or fax, it will constitute acceptance of the schedule. 	<p>The following major activities, durations and expected man power required were reviewed: Asphalt prep and placement scope</p>
<p>c. Reviewed long delivery items, and required committed delivery dates on major equipment. Confirm the dates that the items are to be provided.</p>	<p>The following long term delivery items were reviewed: Asphalt plant Does the procurement item have associated risks: 2-3 weeks from start of 2020 works</p>

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<p>d. Obtained commitment on crew size, duration and full-time supervision.</p> <ul style="list-style-type: none"> • The subcontractor to commit to provide adequate crew size and supervision to complete their work as per the project schedule. • Worker Loading Graph will be provided upon request. 	<p><input type="checkbox"/> Crew Size and Equipment: workers and equipment as required to meet the schedule will be provided by subcontractor</p> <p>80 grading days x 4 men. (in camp) To be reduced for grading of existing roads by others.</p> <p>55 paving days x 9 men (no camp req'd)</p> <p>Equipment breakdown: N/A. To be provided to meet schedule</p>
<p>e. Review typical working hours.</p> <ul style="list-style-type: none"> • Reviewed noise and by-law restrictions. 	<p><input checked="" type="checkbox"/> Site hours will be 06:00 am to 9:00 pm hours on 7-days a week</p> <p><input type="checkbox"/> Subtrade working a 10-12 hour x 7-day shift</p>
<p>f. Weekend and after hours work:</p> <ul style="list-style-type: none"> • Requirements: <ul style="list-style-type: none"> ○ As required by the subcontractor to complete their work and maintain schedule. • Special Procedures: <ul style="list-style-type: none"> ○ Notify PCL supervisor in advance. ○ Work in minimum of pairs related to safety. At least one worker must have First Aid training. ○ After hours work permit is to be submitted Friday morning at the latest. 	<p>PCL supervision is required on site at all times.</p> <p>Subcontractors to provide a commitment on manpower prior to requesting to conduct work outside of regular working hours.</p>
<p>4.0 SITE LOGISTICS</p>	<p>The following items were reviewed:</p>
<p>a. Parking</p>	<p>Parking in camp area. Crews to coordinate vehicles.</p>
<p>b. Field Office and Storage</p>	<p>See Section 2.0</p>
<p>c. Traffic Routing/Traffic Plan</p>	<p>Mainly north access, also south available.</p>
<p>d. Material Handling & Delivery Guidelines</p>	<p>Subcontractors are to employ just-in-time deliveries to minimize storage of material on site.</p> <p>Subcontractors are responsible for protection of their material and equipment.</p> <p>Subcontractors are to submit material protection plans for finish material being stored on site.</p> <p>Water is to be acquired from the municipality</p>

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	Subcontractor to ensure project gates are closed at all times when entering/exiting the site
e. Material Storage Guidelines <ul style="list-style-type: none"> • Including storage of hazardous materials. 	Subcontractor will adhere to the PCL HSE plan for hazardous material storage and the containment procedures identified within the plan.
f. Underground Utilities and Procedures	Subcontractor to complete their own Alberta One Call and fill out PCL's Ground Disturbance form or provide their own with PCL acceptance if any excavation is required.
g. Adjacent Existing Facilities: <ul style="list-style-type: none"> • Discussed maintenance of access/egress for nearby buildings, ensure equipment fumes are controlled and monitored if located by any air intakes, access equipment impact/vibrations. 	Subcontractor to take any pre-condition photos and notify the PCL Superintendent of any issues prior to starting work.
5.0 FIELD PROCEDURES	
a. Changes are to proceed in the field only as defined by section 7.0.	Reviewed <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
b. <u>Inspections:</u> <ul style="list-style-type: none"> • Subcontractor will request consultant inspections through PCL only after it has been inspected and deemed acceptable by the subcontractor. The subcontractor to request all other inspections directly with the proper authorities and notify PCL in writing of the pending test and submit the completed report. • The subcontractor is to provide a list of any outstanding work items prior to the request for inspection. • Subcontractor is responsible for sub-subcontracted work. 	<u>Exceptions:</u> <input type="checkbox"/> Yes, describe below <input checked="" type="checkbox"/> None
c. Record Drawings: Subcontractors to keep up to date.	Reviewed <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
d. Backcharges – Daily Extra Work Records (DEWRs) to be signed by subcontractor's field supervisor and the PCL	<ul style="list-style-type: none"> • Subcontractors to notify the PCL project manager of any backcharge costs daily via e-

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<p>superintendent. Subcontractor’s supervisor must have necessary authority.</p> <ul style="list-style-type: none"> • Written notification of other parties to be provided prior to start of work. • Subcontractor to subcontractor backcharges will not be handled by PCL unless specifically requested and agreed upon in advance. • Backcharges will be invoiced and deducted from subcontractor’s progress invoice. Subcontractor revisions will not be used for backcharges. <p><u>PCL procedure</u>: Notification and due date to be sent to subcontractor or pre-negotiated.</p>	<p>mail. Work to be agreed upon prior to completing when possible.</p> <ul style="list-style-type: none"> • Subcontractors will not have the opportunity to request additional funds related to back charges if not done so within an appropriate time frame and through proper notification to the PCL project manager, as requested.
<p>6.0 CLEAN UP</p>	
<p>a. General clean up: Subcontractors are to participate in general clean-up. Subcontractors are responsible to clean their work areas on a continuous basis and leave in broom-clean condition daily. Garbage bins will be made available for use.</p>	<p>Subcontractor will participate in: No general cleanup will be required. Subcontractor to keep all designated scope work areas clean</p>
<p>b. Keeping Systems Clean – Subcontractor to ensure building mechanical and electrical systems are kept clean during construction. Notify other relevant subcontractors or PCL of any concerns.</p>	<p>Reviewed <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No N/A</p>
<p>7.0 CHANGE MANAGEMENT</p>	
<p>a. Confirmed no change will be accepted or paid, nor should it proceed, without prior written approval from the PCL project manager. The subcontractor will not be paid unless they obtain a CRX number from the PCL project manager for their time and material work. All time and material sheets must reference the correct CRX number.</p>	<p>Reviewed <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No See subcontract terms</p>

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<p>b. Confirmed all changes to be lump sum unless authorized otherwise.</p> <ul style="list-style-type: none"> • All elements to be agreed in advance (i.e. time and material rates, mark-ups, method of measurement). • Provide charge out rates for site personnel and equipment. • Daily time and material sheets to be signed in the field by the PCL superintendent, if applicable. 	<p>Unit price when possible. All others LS.</p> <p>The mark-ups for the subcontractor and sub-subcontractors are as per the project specifications.</p> <p>All labour material, equipment, overhead and profit rates are subject to approval by the owner and the terms of the contract.</p>
<p>c. Confirm that no purchase orders will be issued for extra contract work. A subcontract revision will be used at all times. There will then be a corresponding new line in Texture for each change – subcontractor must use the CRX number when naming these.</p>	<p>Reviewed <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>d. Subcontractor to provide written notification to PCL of extra costs or schedule impact within 5 days of receipt of documentation or from occurrence. Refer to the project specifications and contract documents for the notification procedure for costs and schedule impact.</p>	<p>If any cost or schedule impacts arise advise the PCL project manager as soon as possible.</p>
<p>e. Change Quotes will include breakdowns for each identified item by labour, material, equipment, subtrades, and mark-ups. Provide copies of quotes from major suppliers and subtrades.</p>	<p>Reviewed <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>8.0 SUBMITTALS / SHOP DRAWINGS</p>	
<p>a. Subcontractor will provide a list of all required shop drawings and submittals complete with due dates.</p> <ul style="list-style-type: none"> • Allow sufficient time for review as to not impact orders and subsequent delivery. • To be checked by subcontractor and ensure specified items are clearly identified. 	<p>List to be submitted to PCL project manager to ensure compliance with PCL schedule</p> <p>PCL is utilizing PM4 site for processing all project related documentation including but not limited to RFIs, submittals, contract documents, site instructions and punch lists.</p> <p>Subcontractor to provide a list of people who will need access to PM4.</p> <ul style="list-style-type: none"> •

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<p>b. Review number and type of submittals:</p> <ul style="list-style-type: none"> • Number of copies. • Include space for stamps / electronic stamps. • Imperial / Metric as primary measurement. • Specification and clause references on cover pages and equipment number if applicable (colour, finish, material). • Route all submittals through PCL project manager and use transmittal sheets at all times. 	<p>Electronic submission or as required by the project specifications</p> <ul style="list-style-type: none"> • All documents to be in the English language <p>All documents to be in Metric</p>
<p>c. Mock-ups: Discuss completion date, review and approval.</p>	<p>Required mock-ups include: N/A. Initial inspection of Asphalt for QA will be completed.</p>
<p>d. Interference Drawings</p> <ul style="list-style-type: none"> • Collaborative team effort. Input expected from subcontractor. 	<p>PCL will request input on coordination drawings.</p>
<p>e. Delegated Engineering Submittals</p> <ul style="list-style-type: none"> • Discussed items, date required. • Subcontractor to ensure all documentation is forwarded as schedule requires. <p>Subcontractor is responsible to ensure ongoing inspections of the work are completed by the delegated design engineer. Delegated design engineer is responsible to provide a schedule C at the end of the project, or at the completion of the scope of work.</p>	<p>Delegated Engineering Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>f. Building Information Modeling (BIM) (as applicable)</p> <ul style="list-style-type: none"> • Discussed requirements for utilizing BIM system for the following: 3D modeling based on shop drawing information, survey, layout, and interference coordination. 	<p>N/A</p>
<p>9.0 QUALITY MANAGEMENT</p>	
<p>a. Review the subcontractor's Quality Management System (QMS). Explore their</p>	<p>Confirmed <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No To be completed following the subcontract award. Requirements as per specs.</p>

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<p>approach to meet the project quality requirements.</p>	<p>Subcontractor's QA/QC representative:</p> <p><input type="checkbox"/> Name</p> <p><input type="checkbox"/> Subcontractor site supervisor</p> <p>Date the QMS will be provided: With LOI</p>
<p>b. Identified the roles of Quality Assurance (QA) & Quality Control (QC) as it is highlighted in the contract. It is the subcontractor's responsibility to confirm work and materials compliance with industry standards and specifications.</p>	<p>Reviewed <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No; Reference discussed</p>
<p>c. Review project specific Quality Control Plan (QCP) development process and discuss dates of completion.</p>	<p>Reviewed <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>d. Define all standard processes established to communicate, control nonconformity, and preventative and corrective measures.</p>	<p>Reviewed <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>e. Ensure that subcontractor's team members are certified {if requested}, knowledgeable and updated with the most current industry standards.</p>	<p>Reviewed <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>f. Plan specific dates / phases for conducting the shop visits {if required}, then state, document and communicate all finding.</p>	<p>Shop Visits required and tentative dates: N/A</p>
<p>g. Clarify the process of QC and QA inspection's timing process and the expected documents.</p>	<p>As per project specifications</p>
<p>h. Describe / list work package relevant updated standards as they are available at the subcontractor's library as mentioned in the work package specifications.</p>	<p>As per project specifications</p>
<p>i. Review high risk activities and discuss the planned measures and actions to eliminate or mitigate any risk before, during and after work execution.</p>	<p>High Risk activities:</p> <ul style="list-style-type: none"> • Asphalt <p>All finish products incorporated into the final work are to be reviewed with the consultants immediately to confirm acceptance of standard of workmanship.</p>
<p>j. Review the subcontractor's understanding of the turnover process and how it will be identified in their QCP.</p>	<p>Reviewed <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>

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k. Identify the process and the time of pre-final inspections and punch list creation process.	As per project specifications
l. Review expectation of the sign off process for work package final inspection and punch list items.	As per project specifications
10.0 CONTRACT CLOSEOUT	
a. Reviewed the testing, start-up and commissioning requirements.	As per project specifications
b. General contract closeout document notes: It is essential that the subcontractor provide maintenance manuals, as-built drawings, and spare parts in their approval form before substantial completion for the permanent works.	For General Closeout Documents: Five (5) percent (%) of the subcontractor value or \$1,000 (whichever is greater) to a maximum of \$50,000 will be assigned within the progress billing breakdown as the amount attributable to this contract requirement.
c. Contract closeout documents: O&M Manuals <ul style="list-style-type: none"> • Reviewed # of copies required after completion of work. • Discussed when draft and final O&Ms are required by. 	<ul style="list-style-type: none"> • As per project specifications
d. Record Plans	<ul style="list-style-type: none"> • As per project specifications
e. Spare Parts / Maintenance Material	<ul style="list-style-type: none"> • As per project specifications
f. Facility Start-Up Amounts	<ul style="list-style-type: none"> • As per project specifications
11.0 COMMUNICATIONS	
a. Day to day communication is encouraged between the members of the project team. <ul style="list-style-type: none"> • All decisions reached are not official or final until received in writing through PCL. • All financial discussions must be via PCL project manager. 	Reviewed <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
b. Requests for Information (RFI) are to be used to obtain missing information. <ul style="list-style-type: none"> • Questions are to be clear and concise, with plan and or specification references and a sketch is encouraged. 	Reviewed <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

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<p>Also provide a proposed solution and anticipated budget or schedule impact when possible.</p> <ul style="list-style-type: none"> Subcontractor to submit RFIs to PCL (and not directly to the consultant). 	
<p>c. Site Instructions (SI) are used to clarify or to make changes and revisions to work where there are no cost or schedule impacts.</p>	As per project specifications
<p>d. Contemplated Change Notices (CCNs) are Change Directives, and Change Orders are used to make changes or additions to the work which have a cost or schedule impact.</p>	As per project specifications
<p>e. Office Procedures:</p>	Written office correspondence is preferred through e-mail.
<p>f. Project Contacts</p>	PCL Contacts:
	<p>Project Manager: Brendon Hollier Ph: 780-960-1174 E-mail: bghollier@pcl.com</p>
	<p>Superintendent: Steve Timbrell Ph: 780-718-3236 E-mail: SJTimbrell@pcl.com</p>
	<p>Project Coordinator: Simon Benoit Ph: 587-986-6415 E-mail: SBenoit@pcl.com</p>
	<p>Field Coordinator: Tom Fuhr Ph: 587-986-1381 E-mail: tjfuhr@pcl.com</p>
	<p>Field Coordinator: Sim Grewal Ph: 587-983-1170 E-mail: SimritGrewal@pcl.com</p>
	<p>Safety Representative: Courtney Terry Ph: 780-221-2381 E-mail: CLTerry@pcl.com</p>
	Subcontractor office and field contacts including home phone numbers:
	<p>Project Manager: <<insert>> Ph: <<insert>> E-mail: <<insert>></p>
	<p>Site Supervisor: <<insert>> Ph: <<insert>></p>

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	E-mail: <<insert>>
	Safety Representative: <<insert>> Ph: <<insert>> E-mail: <<insert>>
	List of Sub-Subcontractors: <<insert>>
	Project Manager: <<insert>> Ph: <<insert>> E-mail: <<insert>>
	Site Supervisor: <<insert>> Ph: <<insert>> E-mail: <<insert>>
<p>g. Change in Project Personnel: Changes in personnel must be in writing and requires PCL approval and sufficient transition time for replacement. Any new personnel on site must be orientated prior to starting the work.</p> <p>Supervisors are to review the project specific safety plans for PCL and the Subcontractor and provide written confirmation.</p>	Reviewed <input type="checkbox"/> Yes <input type="checkbox"/> No
<p>12.0 CONSTRUCTION MEETINGS</p>	
<p>a. Required meetings – Construction</p>	<input checked="" type="checkbox"/> Weekly subcontractor coordination meetings at site. Site supervisors expected to attend when working on site <input checked="" type="checkbox"/> Construction start-up meeting <input checked="" type="checkbox"/> Production meetings as required
<p>b. Required meetings - Safety</p>	See Section 1.0
<p>13.0 OTHER</p>	
<p>a. Value Engineering Items</p> <p>i. Subcontractors to provide continuous input on better ways of completing the work.</p> <p>ii. Value engineering items are not always cost savings items, but always items to improve the project.</p>	<p>Value Engineering Identified: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, items of note:</p> <ul style="list-style-type: none"> •
<p>b. Coordination</p> <p>i. Coordination of subcontractors own work with adjacent or integrated affected trades</p>	<ul style="list-style-type: none"> • Subcontractor to plan ahead.

DISTRICT SPECIFIC REQUIREMENTS TO BE FOLLOWED BY SUBCONTRACTOR	PROJECT SPECIFIC REQUIREMENTS & REMARKS
<p>work is the responsibility of the subcontractor.</p> <p>ii. Subcontractor will coordinate work with other subcontractors, the owner, consultant, facilities management, commissioning agent, and user group.</p> <p>iii. In areas where there are potential installation difficulties due to construction detailing or congestion, interference drawings are to be initiated and produced by the subcontractor.</p> <p>iv. Failure to perform adequate coordination between the subcontractors will not be accepted as a reason to reduce specified requirements or gain other such concessions.</p>	
<p>c. Contract Documents – Confirm Subcontractor will conform to all plan and specification requirements or request a written variance prior to the start of work.</p>	<ul style="list-style-type: none"> • All contract document requirements are to be adhered to at all times without exception. • Subcontractor to ensure field workforce understands the project requirements.
<p>d. Finishes – Subcontractor responsible for protection of finishes for their scope of work, as well as, due care of other finishes during their work.</p>	<p>Reviewed</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>e. What can PCL do to help the subcontractor be successful on this project?</p>	<ul style="list-style-type: none"> •
<p>f. Images and Announcements.</p>	<p>Any images or announcements have to be reviewed by PCL prior to being publicized. Any press releases will have to be submitted to the owner for review and approval.</p>

END

The above are considered to be a true and accurate recording of all items discussed. Should any discrepancy or inconsistency be noted, please advise the recorder. If no notification is received, minutes are deemed acceptable by all.



Brendon Hollier
PCL Project Manager

Nathan gates
Subcontractor Project Manager



BARRISTERS SOLICITORS

Reynolds
Mirth
Richards
& Farmer LLP

WRITER'S E-MAIL jtaitinger@rmrf.com

YOUR FILE

WRITER'S DIRECT PHONE (780) 497-3317

OUR FILE 50091-086-JDT

February 9, 2021

VIA EMAIL: dmarechal@cassels.com

Cassels Brock & Blackwell LLP

#3810, Bankers Hall West
888 3rd Street SW
Calgary, AB T2P 5C5

Attention: Danielle Marechal

Re: BDO Canada Limited (“BDO”) claim on Labour and Material Payment Bond No. 917103488 (the “Bond”) relating to Subcontract No. 90437018OS (the “Subcontract”) entered into between PCL Construction Management Inc. (“PCL”) and Metro Paving and Roadbuilding Ltd. (“Metro”)

We are counsel for PCL and have been provided with your January 28, 2021 letter making a claim on the Bond and BDO's January 29, 2021 letter alleging that \$1,252,211.50 is owing by PCL to Metro. We are responding to both of these letters on PCL's behalf

PCL disputes that any amounts are payable to Metro. An accounting of the current status of the Subcontract is attached as Appendix A to this letter.

Article 12(a) of the Subcontract requires Metro to pay for all materials furnished and work and labour performed under the Subcontract. Article 12(b) entitles PCL to withhold funds from Metro to protect PCL from loss on account of Metro's failure to pay its subcontractors and suppliers. Further, Article 12(c) of the Subcontract entitles PCL to set-off against any obligation to Metro for any claims that PCL may have against Metro.

Darryl Conroy, President of Metro, provided PCL with signed statements, including on October 6, 2020, representing and warranting that Metro had paid all subcontractors and suppliers in full up to and including the latest progress payment received.

Notwithstanding Mr. Conroy's representations, and in breach of Metro's obligations under Article 12(a) of the Subcontract, \$980,339.34 is currently owing by Metro to subcontractors and suppliers on this project, including some amounts dating back to August 2020. Some of these subcontractors and suppliers have made claims on PCL's labour & material payment bond.

On December 16, 2020 PCL issued a Notice of Default to Metro arising from its failure to pay subcontractor and suppliers. Metro failed to cure the default. PCL has now declared Metro in default and is exercising its rights under Article 12 (b), (c) and Article 14(c) of the Subcontract.

BDO has advised PCL that Metro will not be completing the work under the Subcontract and has asked PCL to advise BDO of replacement contractor costs when received. This is a further default under the Subcontract.

PCL is moving forward with selecting a replacement contractor and expects to have a contract in place within the next two weeks. The additional costs that will be incurred in retaining a replacement contractor and resolving labour & material payment bond claims brought by Metro's subcontractors and suppliers will exceed any amounts that may otherwise have been payable to Metro. PCL is asserting its right of set-off against all such amounts.

Once PCL determines the full extent of the losses arising from Metro's default and applies the available contract funds to these losses, PCL will forward any remaining amounts to BDO. However, it is highly unlikely that there will be any surplus funds.

Please let me know if you have any questions or concerns.

Yours truly,

REYNOLDS MIRTH RICHARDS & FARMER LLP

PER:

A handwritten signature in blue ink, appearing to read 'J. Taitinger', is written over a light blue rectangular background.

JEREMY TAITINGER
JDT/djw

cc: Client
Surety

APPENDIX A

	Description	Qty Completed	Units
\$1,841,852.69	Asphalt Completed (\$92.75/MT)	19,858.25	MT
\$522,665.38	Gravel Completed (\$12.50/MT)	41,813.23	MT
\$35,000.00	Mob/Demob		
\$39,264.00	LOA		
\$105,547.05	Reshape/Recompact Perimeter Rd (\$3.50/m2)	30,156.30	m2
\$2,544,329.11	Progress - Before pay reduction factor		
(\$202,084.63)	Asphalt Compaction Pay Reduction Factor	(2,178.81)	MT
(\$191,969.64)	Asphalt Thickness Pay Reduction Factor	(2,329.48)	MT
(\$394,054.27)	Sub-total: Pay reduction factors		
\$2,150,274.85	Progress - After pay reduction factor		
(\$336,192.51)	Metro August Payment		
(\$237,625.33)	Metro September Payment		
(\$144,748.89)	Lafarge August Payment		
(\$284,573.33)	Lafarge September Payment		
(\$117,864.03)	Lafarge December Payment (Oct invoices)		
(153,808.82)	PR Atkinson Trucking		
(67,278.26)	Jansal Trucking		
(\$1,342,091.17)	Payments made to date		
\$808,183.68	Progress - Less Payments Made		
	Commitments PCL		
(\$50,000.00)	Early payment credit - owed to PCL		
(\$92,751.36)	Granular Replacement (rejected asphalt)	1,207.70	MT
(\$95,830.27)	Granular Replacement (excess asphalt thickne	1,247.79	MT
(\$172,458.00)	Remove & Repave (rejected asphalt)	737.00	
(\$222,000.00)	Deficiencies (PCL's current estimate. Actual value will not be known until consultant/client review is complete.)		
(\$975,000.00)	Premium for replacement trade contractor		
(\$799,855.96)	Subtotal Subcontract Funds available		
	Outstanding Liabilities - unpaid subs & suppliers		
(\$980,339.34)	Other suppliers outstanding payments - per Metro Nov 25, 2020 Statement		
(\$1,780,195.30)	Total Potential Losses for PCL		

Cassels

February 25, 2021

Via Email: jtaitinger@rmrf.com

Reynolds Mirth Richards & Farmer LLP
1200 Manulife Place, 10180 – 101 Street
Edmonton, Alberta, T5J 3W8

dmarechal@cassels.com
tel: +1 403 351 2922
fax: +1 403 648 1151
file # 28677-31

Attention: Jeremy Taitinger

Dear Sir:

Re: Claim on Labour and Material Payment Bond No. 917103488 (the “Bond”) relating to Subcontract No. 90437018OS (the “Subcontract”) entered into between PCL Construction Management Inc. (“PCL”) and Metro Paving and Roadbuilding Ltd. (“Metro”)

As you are aware, we are counsel to BDO Canada Limited in its capacity as receiver and manager (in such capacity, the “**Receiver**”) of Metro, among others. We are writing further to our correspondence dated January 28, 2021 and your correspondence dated February 9, 2021. Terms not otherwise defined herein shall have the meaning ascribed to them in the Consent Receivership Order pronounced on January 20, 2021 (the “**Receivership Order**”), a copy of which is enclosed for your reference.

We are writing to advise you that based on the Receiver’s review of the Records to date, it is the Receiver’s view that work was properly performed under the Subcontract, that there are no deficiencies with respect to this work and that funds in the amount of \$1,285,104.61 (the “**Amounts Owning**”) are due and owing by PCL to Metro for such work. As such, the Receiver hereby demands payment in full of the Amounts Owning.

With regards to the allegation of Mr. Conroy’s false representations with respect to the payment of subcontractors, the Receiver is not aware of the particulars of any alleged false representations or their veracity. Please provide us with any documentation or other information in support of these allegations for the Receiver’s review and consideration at your earliest convenience.

Based on the information it has received to date, the Receiver is not aware of any breaches by Metro under the subcontract. Please provide any evidence PCL has to the contrary. As PCL is aware, Metro has been awaiting payment of amounts invoiced and owed for several months. These invoices also carry amounts for Metro’s subcontractors and are duly owed. Metro would not be in a position to make payment to these subcontractors without payment by PCL. The Receiver does not acknowledge any set-off without further proof by PCL.

Based on the Receiver's review of the Records to date, it remains of the view of the Receiver that Metro is a proper claimant under the Bond and has a valid claim thereunder. As noted in our correspondence dated January 28, 2021, the Receiver intends to submit a claim under the Bond on behalf of Metro. Upon the submission of such a claim, it is the sureties (and not PCL) who will determine whether Metro's claim under the Bond is valid. We note that we provided notice to the sureties of the Receiver's intention to submit a claim under the Bond on January 28, 2021 but have yet to receive a reply from them. As your correspondence indicates that the sureties were cc'd, we are also writing to request that you provide us with the names and email addresses for your contacts at the sureties so that we can advise them of the Receiver's position and this reply.

Finally, in respect of the asphalt plant that is currently located at the Banff project, we understand that PCL is requesting that it be removed from the site. The Receiver has made inquiries and is looking to monetize the asset through auctions. Based on the information the Receiver has obtained to date, the asphalt plant will likely be removed by mid to late April, 2021. The Receiver had made good faith efforts in this respect and denies that PCL or any replacement contractor will suffer any damages.

Yours truly,

Cassels Brock & Blackwell LLP

Danielle Marechal

Danielle Marechal
Partner

DM/rk
LEGAL*52301281.3



BARRISTERS SOLICITORS

Reynolds
Mirth
Richards
& Farmer LLP

WRITER'S E-MAIL jtaitinger@rmrf.com

YOUR FILE

WRITER'S DIRECT PHONE (780) 497-3317

OUR FILE 50091-086-JDT

March 4, 2021

VIA EMAIL: dmarechal@cassels.com

Cassels Brock & Blackwell LLP

#3810, Bankers Hall West
888 3rd Street SW
Calgary, AB T2P 5C5

Attention: Danielle Marechal

Re: BDO Canada Limited (“BDO”) claim on Labour and Material Payment Bond No. 917103488 (the “Bond”) relating to Subcontract No. 90437018OS (the “Subcontract”) entered into between PCL Construction Management Inc. (“PCL”) and Metro Paving and Roadbuilding Ltd. (“Metro”)

Thank you for your letter of February 25, 2021. It appears that the Receiver does not have all of the relevant information and so I hope this letter will be of assistance.

Deficiencies

The nature of and expected value of the deficiencies being alleged are set out in the spreadsheet attached to my February 9, 2021 letter. The consultant has not yet made a formal finding on the deficiencies, however, I attach the following documents to this letter which provide insight into the reasons that PCL is expecting portions of Metro’s work to be rejected:

1. September 25, 2020 Asphalt Inspection Report Top Lift to Date (Attachment 1);
2. September 28 and 29, 2020 Top Lift Asphalt Inspection Report (Attachment 2);
3. October 6, 2020 Top Asphalt Lift Inspection Report (Attachment 3);
4. October 7, 2020 Segregation Report (Attachment 4);
5. October 7, 2020 emails between Metro and PCL regarding inspections (Attachment 5); and
6. October 8, 2020 Segregation Report (Attachment 6).

In addition to the deficiency items noted in these reports, PCL is going to be required to provide credits to the owner for waste of owner supplied aggregate due to poor workmanship by Metro (variance in specified density & thickness).

Metro Default

I attach a Statement signed by Darryl Conroy on October 6, 2020 (Attachment 7) wherein Mr. Conroy represented and warranted that Metro had paid its subcontractors and suppliers in full and that “if such representation is untrue, inaccurate, or misleading, the Contractor may be entitled to recover damages incurred as a result of such reliance and pursue other remedies available at law.” Mr. Conroy’s representations were untrue. PCL had to pay a number of Metro subcontractors directly for amounts owing at the time this statement was signed in order to avoid delaying the project. This led to PCL providing Metro with various notices and ultimately notice of default (Attachments 8-10, 12 and 14). Metro indicated an intention to remedy the defaults but ultimately failed to do so (Attachments 11 and 13).

A number of Metro’s unpaid subcontractors have made claims under PCL’s L&M Bond. To the extent any of these claims are valid and paid, PCL will need to set off amounts otherwise owing to Metro against the losses incurred by PCL arising from these claims.

Metro’s ultimate default is failing to complete the work under the Subcontract. In the Receiver’s January 29, 2021 email to PCL and subsequent email correspondence (Attachments 15 and 16) the Receiver made it clear that PCL would need to retain an alternate contractor to complete Metro’s scope of work and asked PCL to provide the Receiver with the costs associated with doing so.

The Receiver is fully aware that PCL is incurring additional costs arising from Metro’s failure to complete the work under the Subcontract and specifically requested PCL to provide the Receiver with the associated costs. As set out in PCL’s letter to the Receiver of February 25, 2021 PCL expects that the replacement contractor costs will result in a \$827,122.50 premium over and above the value of the Metro Subcontract.

The Subcontract provides numerous rights of set-off for PCL and PCL is asserting all of those rights. Unfortunately, after all available funds are exhausted, PCL will undoubtedly still suffer a significant loss as a result of Metro’s default.

Asphalt Plant

The replacement contractor is scheduled to begin work on April 1, 2021. It will require access to the area in which Metro’s asphalt plant currently sits. As originally set out in PCL’s February 25, 2021 letter to the Receiver, it is imperative that the asphalt plant be removed no later than March 31, 2021. If Metro’s asphalt plant is not removed by March 31, 2021 the replacement contractor will be delayed and cause PCL to suffer further damages and losses. Please confirm that this will be done.

Given all of the foregoing it does not seem plausible that the Receiver is truly of the view that \$1,285,104.61 is payable by PCL. PCL is going to suffer a significant loss as a result of Metro’s default. Leaving aside PCL’s claims for deficiencies and the cost of retaining a replacement contractor to perform Metro’s work, PCL is still unable to reconcile the \$1,285,104.61 the Receiver is claiming as owing under the Subcontract. PCL’s calculations of Subcontract amounts, invoices received and payments made are set out in the spreadsheet attached to my February 9, 2021 letter (except to the extent revised as result of the replacement contractor ultimately expecting to result in a \$827,122.50 premium rather than the originally estimated \$975,000). Please provide the Receiver’s similar reconciliation so we can see how the Receiver is calculating the amount being claimed.

Page 3
March 4, 2021

We trust that the foregoing provides sufficient information for the Receiver to conclude that there is no merit in pursuing a claim against PCL. If the Receiver chooses to proceed with advancing a claim against PCL, PCL will be looking to the Receiver for all legal costs incurred as a result.

Yours truly,

REYNOLDS MIRTH RICHARDS & FARMER LLP

PER:

A handwritten signature in blue ink, appearing to read 'J. Taitinger', is written over a light blue rectangular background.

JEREMY TAITINGER
JDT/djw
cc: Client



March 25, 2021

Via Email: jtaitinger@rmrf.com

Reynolds Mirth Richards & Farmer LLP
1200 Manulife Place, 10180 – 101 Street
Edmonton, Alberta, T5J 3W8

dmarechal@cassels.com
tel: +1 403 351 2922
fax: +1 403 648 1151
file # 28677-31

Attention: Jeremy Taitinger

Dear Sir:

Re: Claim on Labour and Material Payment Bond No. 6353748/90039519/8252-61-16 (the “Bond”) relating to a subcontract entered into between PCL Construction Management Inc. (“PCL”) and Metro Paving and Roadbuilding Ltd. (“Metro”)

As you are aware, we are counsel to BDO Canada Limited in its capacity as receiver and manager (in such capacity, the “**Receiver**”) of Metro, among others. We are writing further to our correspondence dated January 28, 2021 and February 25, 2021 and your correspondence dated February 9, 2021 and March 4, 2021. Terms not otherwise defined herein shall have the meaning ascribed to them in the Consent Receivership Order pronounced on January 20, 2021 (the “**Receivership Order**”).

Whistlers Project – Amounts Owinq / Bond Claim

Based on the information provided by PCL to date, PCL has not established an entitlement to alleged “potential losses” in the amount of approximately \$1.7 million as set out in your February 9, 2020 correspondence (the “**Alleged Losses**”) or an entitlement to set-off the Alleged Losses against amounts owing by PCL to Metro’s estate. More particularly, PCL has failed to provide supporting documentation with respect to items such as the following:

- Payments to Lafarge and other trucking companies – The Receiver understands that Lafarge and the other trucking companies are sub-subcontractors of Metro. As such, the Receiver is not aware of any direct obligation between PCL and the foregoing entities. It is the Receiver’s view that any portion of the Alleged Losses that represent payments to sub-subcontractors of Metro, should be paid to the Receiver directly.
- Rejection of the asphalt – The Receiver is not aware of any basis upon which PCL is entitled to reject the asphalt. PCL has not established that the asphalt could not be repaired.
- Premiums – The Receiver is not aware of any basis upon which PCL is entitled to claim premiums.

- Other suppliers' liability – The Receiver is not aware of any basis upon which PCL is entitled to deduct these amounts.
- Duty to mitigate – PCL has not provided the Receiver with any information to prove that PCL has mitigated its losses.

Please note that the foregoing is not intended to be an exhaustive list of the deficiencies with PCL's claim for the Alleged Losses and is for illustrative purposes only. We also wish to remind you that pursuant to paragraph 9 of the Receivership Order, all rights and remedies of any Person (including set-off rights) in respect of Metro are stayed and shall not be exercised without leave of the Court. In addition, paragraph 3(f) of the Receivership Order empowers the Receiver to collect monies owing and exercise all available remedies to do so.

As we advised in our prior correspondence, funds in the amount of \$1,285,104.61 (the "Amounts Owing") are due and owing by PCL to Metro for work performed by Metro and the Receiver hereby reiterates its demand for payment in full of the Amounts Owing.

Please be advised that if payment of the Amounts Owing is not received by the Receiver on or before April 15, 2021, the Receiver intends to pursue all collection remedies, including a claim under the Bond. In anticipation of being required to take such steps, the Receiver also reiterates its request for the sureties' contact information so that it may submit a claim under the Bond.

Should PCL fail to: (i) provide information to substantiate its entitlement to the Alleged Losses to the satisfaction of the Receiver acting in its sole discretion; (ii) pay the Receiver the Amounts Owing; and/or (iii) provide the Receiver with the contact information for the sureties, the Receiver intends to bring an application and/or commence an action to compel PCL to comply with some or all of the foregoing demands. In light of the fact that this request is being made pursuant to a Court order, we anticipate that PCL will act accordingly.

Asphalt Plant

With respect to the asphalt plant, subject to obtaining Court approval, the Receiver has chosen an auctioneer to auction the assets of Debtors (including the asphalt plant) and it is anticipated that the auction will occur in late April. The Receiver will not be removing the asphalt plant from its current location prior to the auction date. While the Receiver is of the view that neither PCL nor the replacement contractor will suffer any damages as a result of the asphalt plant remaining in its current location until it has been sold at auction, to the extent any damages are suffered by PCL in that regard, those damages will constitute an unsecured claim in the receivership. The Receiver expects PCL's full cooperation with respect to the asphalt plant leading up to and throughout to the auction process.

The Receiver has had preliminary discussions with the replacement contractor to determine whether the replacement contractor would be interested in purchasing the asphalt plant and will keep you apprised should anything come of these discussions.

Yours truly,

Cassels Brock & Blackwell LLP

Danielle Marechal

Danielle Marechal
Partner

DM/rk
LEGAL*52653827.2



BARRISTERS SOLICITORS

Reynolds
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Richards
& Farmer LLP

WRITER'S E-MAIL jtaitinger@rmrf.com

YOUR FILE

WRITER'S DIRECT PHONE (780) 497-3317

OUR FILE 50091-086-JDT

March 31, 2021

VIA EMAIL: dmarechal@cassels.com

Cassels Brock & Blackwell LLP

#3810, Bankers Hall West
888 3rd Street SW
Calgary, AB T2P 5C5

Attention: Danielle Marechal

Re: BDO Canada Limited (“BDO”) claim on Labour and Material Payment Bond No. 917103488 (the “Bond”) relating to Subcontract No. 90437018OS (the “Subcontract”) entered into between PCL Construction Management Inc. (“PCL”) and Metro Paving and Roadbuilding Ltd. (“Metro”)

Thank you for your letter of March 24, 2021. If the Receiver has reviewed all of the materials provided previously and is still of the view that \$1,285,104.61 is owing by PCL to Metro, then the Receiver will need to take whatever steps it deems appropriate. PCL will vigorously defend any claim for amounts to be paid to Metro.

PCL has the following responses to the specific issues you raise in your March 24, 2021 letter:

Payments to Lafarge and other companies

PCL paid Lafarge and other companies pursuant to Directions to Pay issued by Metro. Copies of these Directions to Pay are attached as Attachments 1-5 to this letter. These payments were made prior to Metro’s insolvency and so cannot now be payable to the Receiver as you suggest.

Rejected Asphalt

The basis for PCL’s rejection of Metro’s asphalt is found in the Subcontract. I previously provided documentation on this issue. However, to further support PCL’s position I attach Specification 32 12 16 (Attachment 6), which at page 12 shows the pay factor percentage for asphalt is based on density. Any density below 96.5% is to be removed and replaced. The Asphalt Test Reports found at Attachment 7 show a number of portions of Metro’s work below 96.5% and others at density levels which disentitle Metro to full payment. What additional information does the Receiver need with respect to PCL’s claim that a reduction in pay amounts for asphalt installed by Metro is appropriate?

Premiums

Your statement on premiums is somewhat puzzling. PCL is not charging any “premiums”. The only possible reference I can see in my previous correspondence is the premium for the replacement contractor. This is the additional cost incurred by PCL to have a replacement contractor complete Metro’s scope of work. PCL re-tendered Metro’s remaining scope of work and selected the lowest responding bidder. Is the Receiver suggesting that PCL is not entitled to deduct the additional costs incurred for retaining a replacement contractor from amounts otherwise owing to Metro?

Other Suppliers’ Liability

As set out in my previous correspondence, PCL has a contractual right of set off. PCL posted a multi-level L&M Bond on this project. PCL is obligated to indemnify the Surety for any claims made under that L&M Bond. To the extent that any of Metro’s subcontractors make claims under PCL’s L&M Bond for non-payment by Metro, PCL is entitled to set off those amounts against anything owing to Metro. PCL will contest any assertions to the contrary.

Duty to Mitigate

PCL has kept the Receiver continuously updated on the ongoing duties to mitigate and so the allegation that the Receiver is not aware of PCL’s mitigation efforts is puzzling. With the approval of the Receiver, PCL moved quickly to retain an alternate contractor and selected the alternate contractor with the lowest bid. This is definitive mitigation. PCL knows that as an unsecured creditor it will unlikely recover any shortfall from Metro through the insolvency proceedings and so is taking reasonable steps to minimize the effects of Metro’s default and deficient work. If the Receiver has specific concerns about PCL’s mitigation efforts, please elaborate.

Asphalt Plant

The asphalt plant continues to be a problem. The Receiver has confirmed that PCL is not entitled to take possession of the asphalt plant and that it will not remove the asphalt plant prior to it being auctioned off some time in April. While PCL’s position is that it already does not owe Metro anything, the extra costs arising from the asphalt plant remaining on site will only serve to further erode any potential claim that the Receiver has against PCL.

The Owner has recently advised PCL that the asphalt plant is leaking oil into the ground. As the asphalt plant is in the possession of, and the responsibility of, the Receiver, we trust that the Receiver will take steps to investigate this situation and minimize any environmental contamination while it remains in Jasper National Park.

Surety Information

You have asked for Surety contact information. I'm not sure why this is necessary as the L&M Bond contains all necessary information and instructions to proceed with a claim against the L&M Bond. It also appears that the Receiver has already issued correspondence to the Surety in respect of the L&M Bond. In any event, I have gathered the following addresses and contact information for you:

Zurich Insurance Company Ltd
Attention: Surety Claims Dept.
100 King St. W., Suite 5500
P.O. Box 290
Toronto, Ontario M5X 1C9
Fax: 416-586-2980
surety.claims@zurich.com

Travelers Insurance Company of Canada
Attention: Surety Claim Canada
1275 North Service Road, 2nd Floor
Oakville, Ontario, L6M 3M3
Fax: 1-866-777-7889
suretyclaimcanada@travelers.com

Chubb Insurance Company of Canada
Attention: Surety Claims
199 Bay Street, Suite 2500
P.O. Box 139, Commercial Post Station
Toronto, Ontario M5L 0E2
Fax: 416-856-5010
canadaclaims@chubb.com

If you have further questions, please let me know.

Yours truly,

REYNOLDS MIRTH RICHARDS & FARMER LLP

PER:



JEREMY TAITINGER
JDT/djw
cc: Client

Cassels

April 8, 2021

Via Email: jtaitinger@rmrf.com

Reynolds Mirth Richards & Farmer LLP
1200 Manulife Place, 10180 – 101 Street
Edmonton, Alberta, T5J 3W8

dmarechal@cassels.com

tel: +1 403 351 2922

fax: +1 403 648 1151

file # 28677-31

Attention: Jeremy Taitinger

Dear Sir:

Re: Claim on Labour and Material Payment Bond No. 6353748/90039519/8252-61-16 (the “Bond”) relating to a subcontract entered into between PCL Construction Management Inc. (“PCL”) and Metro Paving and Roadbuilding Ltd. (“Metro”)

As you are aware, we are counsel to the Receiver. We are writing further to our correspondence dated January 28, 2021, February 25, 2021 and March 25, 2021 and your correspondence dated February 9, 2021, March 4, 2021 and March 31, 2021. Terms not otherwise defined herein shall have the meaning ascribed to them in our March 25, 2021 correspondence.

Below please find the Receiver’s response to your most recent correspondence in the order addressed therein.

Payments to Lafarge and Other Companies

While the Receiver acknowledges receipt of the directions to pay enclosed as attachments 1-5 in your March 31, 2021 correspondence (the “**Directions to Pay**”), none of the amounts covered by the Directions to Pay have been included in the outstanding amounts owed to Metro (“**Amounts Owing**”). As such, no set-off is available for amounts paid under the Directions to Pay.

Rejected Asphalt

We have reviewed a copy of Specifications 32, 12 16 (attachment 6 to your prior correspondence) and the Combined Asphalt Test Reports (attachment 7 to your prior correspondence). Based on our review of same, we do not see anything to indicate that there were asphalt density levels below 96.5%. Please direct us to the specific references to asphalt density levels below 96.5% should you disagree with this position. In the event that the Combined Asphalt Test Reports do indicate density levels below 96.5%, we note that at best, this would entitle PCL to a reduction in the Amounts Owing in accordance with the relevant contracts. As such, to the extent PCL is asserting asphalt density levels below 96.5%, please provide us with a detailed analysis indicating PCL’s position as to the corresponding reduction to the Amounts Owing.

Premiums

The reference to “premiums” was taken directly from Appendix “A” of your February 9, 2021 correspondence. Appendix “A” lists \$975,000 attributable to a “premium for replacement contractor”. To the extent that a replacement contractor has been engaged and is being paid for work that overlaps with amounts being claimed as part of the Amounts Owing, please provide us with all documentation in support of these amounts and the scope of work that they cover for our consideration. To the extent that there is no overlap with amounts being claimed as part of the Amounts Owing, it is the Receiver’s position that PCL is not entitled to set-off a “premium for replacement contractor” against the Amounts Owing.

Other Suppliers’ Liability

The Receiver has reviewed the terms of the Whistlers Bond (the “**Bond**”) and has concerns with the proposition that PCL/the sureties can pay the sub-subcontractors directly and seek to set-off the amounts paid to the sub-subcontractors against the amounts claimed by the Receiver on behalf of Metro under its contract with PCL. The Receiver’s concerns are summarized below.

We understand that there is no direct contractual relationship between PCL and the sub-subcontractors and that the only document that may make PCL liable to the sub-subcontractors directly is the Bond. In particular, the Receiver understands that it is the following provisions of the Bond that may make PCL directly liable to the sub-subcontractors:

... PCL Construction Management Inc., as Principal, hereinafter called the Principal ... are, subject to the conditions hereinafter contained, held and firmly bound unto Her Majesty the Queen in right of Canada as Obligee, hereinafter called the Crown, in the amount of Twenty Four Million Three Hundred Sixty Five Thousand Ninety Three and 37/100 dollars(\$24,365,093.37), lawful money of Canada, for payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successor and assigns, jointly and severally ... [emphasis added]

For the purpose of this bond, a Claimant is defined as one having a direct contract with the Principal or any Sub-Contractor of the Principal ... [emphasis added]

It is the Receiver’s view that the foregoing language in the Bond raises the following main issues:

1. Is the language in the Bond broad enough to allow the sub-subcontractors to make claims under the Bond?
2. Is the ‘joint and several’ language in the Bond sufficient to create an obligation (or an option) for PCL to pay the sub-subcontractors directly, as opposed to paying Metro directly under PCL’s contract with Metro?
3. On the assumption that PCL is liable to pay under two documents (*i.e.* it is liable to pay Metro under its contract with Metro and is also liable to pay any “claimant” under the Bond), how would a Court determine under which agreement PCL should make payment? Would the fact that a receivership is ongoing impact the Court’s decision or engage insolvency principles (such as paramountcy or the single proceeding model)?
4. In the event that PCL/the sureties make payment directly to the sub-subcontractors, are PCL/the sureties entitled to claim set-off against the estate of Metro?

In our view, the key issue concerning the Bond is whether a Court would determine that PCL is entitled to make payment directly to the sub-subcontractors, as this would impact whether the payments made by PCL flow into Metro's estate or bypass it.

On the assumption that PCL (and not the sureties) is the party making payment, the Receiver's main concerns with PCL making payment directly to the sub-subcontractors are that: (i) a claim under the Bond does not arise unless PCL fails to make payment under the contracts subject to the Bond; and (ii) there is no direct contractual relationship between PCL and the sub-subcontractors. As a result of the foregoing, without clear case law on point, it is difficult to justify the position that PCL can pay the sub-subcontractors directly, thereby bypassing the receivership proceedings completely, and in effect preferring the sub-subcontractors (who would ordinarily be unsecured creditors in the receivership) to the Bank of Montreal's secured claim.

On the other hand, if it were argued that PCL must pay funds to the Receiver and cannot pay the sub-subcontractors directly, the Receiver anticipates that PCL will attempt to use its joint and several liability under the Bond as a defence and/or as a basis to claim set-off. The practical effects of requiring PCL to pay funds to the Receiver (as opposed to the sub-subcontractors) are as follows:

- PCL would pay amounts owing under the contract between PCL and Metro to the Receiver. Notwithstanding that Metro owes amounts to the sub-subcontractors (which would have ordinarily been paid from the PCL funds), it is unlikely that any funds will flow down to the sub-subcontractors as they are unsecured creditors. To the best of our knowledge, we are not aware of a certificate of substantial performance being issued in respect of this project. Under the *Alberta Builder's Lien Act*, there are trust obligations that arise when a certificate of substantial performance is issued, as any monies that are paid out to the contractor after the issuance of a certificate of substantial performance are considered trust funds for the benefit of subcontractors, sub-subcontractors and suppliers. However, absent a certificate of substantial performance, any payments by PCL to Metro would not be trust funds for the benefit of the sub-subcontractors and therefore would form part of the pool of monies available to the Receiver.
- Because of the broad definition of "claimant" under the Bond, the sub-subcontractors would pursue their claims under the Bond.
- To the extent the claims of the sub-subcontractors are valid, the surety would be required to payout those claims and seek recovery from PCL. PCL would then be in a position where they are required to in effect 'double pay' or argue that they should not be required to pay on some equitable basis.

Based on our preliminary research, there does not appear to be case law on point or an established practice of how a principal should make payment where it is liable to different payees under two separate contracts. This is particularly true where one of the entities is in receivership. Because this appears to be a relatively complex and novel issue, it is our view that the most appropriate course of action is for the Receiver to bring an application for advice and direction, which would allow the affected stakeholders to fully argue their respective positions should they chose to do so. As previously advised, we have Court time book on April 22, 2012 at 2:00 PM at which time we intend to seek the advice and direction of the Court in relation to the foregoing. Please be advise that it will be up to the affected stakeholders to argue their position at this application.

Duty to Mitigate

While PCL has kept the Receiver apprised at a high-level, PCL has continuously failed to provide us with the detailed information necessary to review PCL's assertions. To the extent that PCL is alleging a set-off claim, it is the sole responsibility of PCL to substantiate the availability of set-off of the quantum of such claim. Based on the information provided to date, it is the position of the Receiver that PCL has not established an entitlement to set-off or the quantum of such a claim. Merely listing a set-off amount without supporting documentation is not sufficient to establish the quantum of a set-off claim.

In light of the foregoing, please be advised that if PCL does not provide us with all the information necessary to fully substantiate PCL's entitlement to set-off and the quantum thereof on or before 9:00 am on Monday April 12, 2021, the Receiver intends to seek a Court order compelling PCL to produce the same during the April 22, 2021 Court application. Based on PCL's correspondence, it is the Receiver's understanding that PCL does not dispute the Amounts Owing; rather, PCL is asserting a set-off claim. PCL is best positioned to produce documentation that corroborates its asserted set-off claims. However, such information and documentation, may include, among other things:

1. Invoices and proof of payment to other parties in respect of Metro's work;
2. Statement of accounts;
3. All information/documentation regarding the calculations of the set-off claims;
4. Contract with the new asphalt contractor, including scope of work and dollar values;
5. Claims by any Metro subcontractors with invoices and supporting documentation;
6. Supporting documentation related to alleged deficiencies and repairs for same.

Asphalt Plant

Finally, please be advised that the Receiver has had numerous discussions with Parks Canada in relation to the Asphalt Plant, and Parks Canada has not advised the Receiver of any potential leaks from the Asphalt Plant.

Yours truly,

Cassels Brock & Blackwell LLP

Danielle Marechal

Danielle Marechal
Partner

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Industry Canada
Office of the Superintendent
of Bankruptcy Canada

Industrie Canada
Bureau du surintendant
des faillites Canada

District of: Alberta
Division No.: 02 - Calgary
Court No.: 25-2736990
Estate No.: 25-2736990

In the Matter of the Bankruptcy of:

Metro Paving & Roadbuilding Ltd.

Debtor

BDO CANADA LIMITED / BDO CANADA LIMITÉE

Licensed Insolvency Trustee

Ordinary Administration

Date and time of bankruptcy:	May 12, 2021, 16:11	Security:	\$0.00
Date of trustee appointment:	May 12, 2021		
Meeting of creditors:	May 31, 2021, 13:00 Meeting to be conducted via Conference Telephone ,, Alberta Canada,		
Chair:	Trustee		

CERTIFICATE OF APPOINTMENT - Section 49 of the Act; Rule 85

I, the undersigned, official receiver in and for this bankruptcy district, do hereby certify that:

- the aforementioned debtor filed an assignment under section 49 of the *Bankruptcy and Insolvency Act*;
- the aforementioned trustee was duly appointed trustee of the estate of the debtor.

The said trustee is required:

- to provide to me, without delay, security in the aforementioned amount;
- to send to all creditors, within five days after the date of the trustee's appointment, a notice of the bankruptcy; and
- when applicable, to call in the prescribed manner a first meeting of creditors, to be held at the aforementioned time and place or at any other time and place that may be later requested by the official receiver.

Date: May 12, 2021, 18:23

E-File/Dépôt Electronique

Official Receiver

Harry Hays Building, 220 - 4th Ave SE, Suite 478, Calgary, Alberta, Canada, T2G4X3, (877)376-9902

Canada