



SNC • LAVALIN

SUPPLIER COMPLIANCE PACKAGE

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FACILITY MANAGEMENT

SERVICE PROVIDERS



RELEASE DATE: May 2016

Supplier Compliance Service Package Facilities Management	Approved & Issued by: Sr. Director, Strategic Procurement
Issue & Revision Date: May 4 2016 Version 1.3	SCP-SP-Brun-way - 1.3

Dear Supplier:

In order to promptly register your company as a supplier to Brun-Way Highways Operations Inc. ("Brun-Way") and to ensure timely payment of your invoices, we require that requested information and agreement to the various terms included in the enclosed Supplier Compliance Package ("SCP") **PRIOR** to any purchase orders being issued or work commencing.

The terms and conditions of this SCP shall apply to all work performed by your company for Brun-Way in the event that an alternative written agreement has not been executed for the work to be performed.

<u>PART A</u> GENERAL PACKAGE	Sections 1- 5 are to be completed and submitted to your local Brun-Way representative for processing **<u>including proof of Workers' Compensation and Insurance coverage</u>**
Section 1	SUPPLIER CONTACT INFORMATION SHEET
Section 2	TRADE CODE LIST
Section 3	WORKERS COMPENSATION REQUIREMENTS
Section 4	INSURANCE REQUIREMENTS
Section 5	SUPPLIER AFFIRMATION

<u>PART B</u> SCHEDULES	Schedules 1- 3 are for the Supplier to review and retain. The Schedules do not need to be returned to Brun-Way
Schedule 1	CODE OF BUSINESS CONDUCT
Schedule 2	GENERAL CONDITIONS
Schedule 3	SUPPLIER UPDATES

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PART A

GENERAL PACKAGE

Sections 1- 5 are to be completed and submitted to your local Brun-Way representative for processing

****including proof of Workers' Compensation and Insurance coverage****



Section 1: Supplier Contact Information Sheet

Company Information

Is this application for Head Office Branch Franchise

Preferred language of correspondence English French

Name Company: _____
Full legal company name

Company Mailing address: _____
Street Address/Box No.

Unit or Suite No.: _____ City: _____

Province/State: _____ Postal/Zip Code _____

Main Contact Name: _____ Title: _____
First and last name

Phone No.: _____ Fax No.: _____

Email: _____ Mobile No.: _____

Emergency Contact Name: _____ Title: _____
First and last name

Phone No.: _____ Fax No.: _____

Email: _____ Mobile No.: _____

Preferred method of communication for Work Orders and Purchase Orders Email Fax

Work Order to be sent to: _____ Check if same as Main Contact

Phone No.: _____ Fax No.: _____

Contact Name: _____ Email: _____

Purchase Order to be sent to: _____ Check if same as Main Contact

Phone No.: _____ Fax No.: _____

Contact Name: _____ Email : _____

Remittance Address Information (*Complete if different from above Company Mailing address*)

Street Address or Box No.: _____ Unit or Suite No.: _____

City: _____ Province or State: _____

Postal Code or Zip Code: _____ Phone No.: _____

Email: _____ Fax No.: _____

Tax Information

Currency: CAD USD Other Specify: _____

GST No.: _____ HST No.: _____

PST No.: _____ QST No.: _____

Exempt:

Indicate reason for tax exemption: _____



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SECTION 2 TRADE CODE LIST

¹ For Ontario Suppliers affected by Bill 119 - For clarification on whether a service is affected by Bill 119, Suppliers can contact WSIB directly.

² Bill 119 Exemptions

CLEANING SERVICES

- Carpet Cleaning
- Cleaning - High (Ceilings/Beams)
- Door Mat Service
- Fabric/Upholstery Cleaning
- Graffiti Removal
- Janitorial Services
- Janitorial Supplies
- Linen Service
- Power/Pressure Washing
- Special Cleaning (High Tech/Bio)
- Special Cleaning (Restoration)
- Special Cleaning Other
- Window Cleaning ¹

WASTE/RECYCLING

- Hazardous Material Pickup
- Recycling
- Skid Removal
- Waste - Grease
- Waste Removal

SECURITY

- Access Cards
- Bank Vaults
- Cash Management Dispenser
- CCTV Systems
- Night Depository
- Safety Deposit Boxes
- Security Guards
- Security System
- Security System Monitoring

CONSTRUCTION / RESTORATION

- Carpentry / Millwork ¹
- Construction/Restoration - Heritage ¹
- Construction/Restoration - Structure ¹
- Demolition ¹
- Excavation - Watermains & Sewers ¹
- General Contractor - Small Projects ¹
- General Maintenance/Handyman ¹
- Masonry/Brick Rest - General ¹
- Masonry/Brick Rest - Heritage ¹
- Equipment Maintenance ¹

BUILDING/ENVELOPE

- Exterior Finishes ¹
- Doors/Windows ¹
- Roof ¹
- Roof Drainage (Eaves) ¹

PARKING

- Parking Lot Maintenance
- Parking Lot Operator

OTHER SPECIFY:

DOORS AND WINDOWS

- Door/Frame/Hardware ¹
- Glass Installation/Repair ¹
- Impact Door ¹
- Locksmith
- Overhead Doors (Motor/Manual) ¹
- Window/Frame/Hardware ¹

CONVEYING SYSTEMS

- Conveyor System Monitoring
- Conveyor System Service ¹
- Elevator/Escalator Maintenance Service ¹
- Elevator Alarm Monitoring

ELECTRICAL

- Electrical - High Voltage (> 600 volts) ¹
- Electrical - Low Voltage (< 600 volts) ¹
- General Electrical ¹
- Electrical Supplies ¹
- Generator (Standby/Emergency Power) ¹
- Lighting ¹
- Uninterrupted Power Supply ¹

FIRE AND LIFE SAFETY

- Fire Alarm Monitoring
- Fire Alarm Systems
- Fire Protection Equipment

MECHANICAL

- Air Duct Cleaning ¹
- Building Automated System (BAS) ¹
- HVAC - Chillers/Cooling Towers ¹
- HVAC - Heating / Boilers ¹
- HVAC - Mechanical Contractor ¹
- HVAC - Supplies ¹
- Mechanical - Monitoring (Other) ¹
- Mechanical Equipment Testing ¹
- Mechanical Inspections ¹
- Mechanical Pumps (Service/Repair) ¹
- Mechanical Supplies ¹
- Plumbing ¹
- Plumbing Supplies ¹
- Refrigeration ¹
- Water Treatment (HVAC) ¹
- Water Treatment (Potable) ¹
- Water Treatment Supplies ¹

INFORMATION TECHNOLOGY

- Arts/Media ²
- Information Technology Systems ²
- Reproduction - Copying ²
- Telecommunications ²
- Vault Access ²

SITE WORK

- Dock Levelers ¹
- Dock Locks ¹
- Fencing
- Flags/Flagpoles
- Landscaping/Grounds Maintenance ²
- Lawn Sprinkler Systems ¹
- Paving/Line Painting ¹
- Septic Tanks/Pumping ¹
- Site Drainage/Catch Basins ¹
- Snow Clearing/Removal

BUILDING OPERATIONS

- Courier/Delivery ²
- Equipment Supplier/Rental ¹
- Furniture Installation ¹
- Office Moves ¹
- Property Management ²
- Office - Supplies
- Health & Safety - Supplies
- Industrial - Supplies
- Signage ¹
- Uniforms ²

SPECIALTIES

- Dining Services ²
- Emergency Services ¹
- Falconry Services ²
- Fuel Storage/Delivery/Cleaning ¹
- Interior Plant Care ²
- Laboratory Tests (non environmental) ²
- Pest Control ²
- Roof Anchors/Davits/Swing stage ¹
- Space Measuring ¹
- Wildlife Services/Permits/Reports ²

INTERIOR FINISHES

- Flooring/Carpet Installation ¹
- Interior Walls/Ceilings ¹
- Interior Painting ¹
- Window Coverings ¹

ENVIRONMENTAL

- * Environmental Remediation - Asbestos
- * Environmental Remediation - Bio Hazard
- * Environmental Remediation - Fuel/Chem
- * Environmental Remediation - Mould
- * Environmental Reports/Lab. Analysis

CONSULTANTS

- * Consult - Environmental
- * Consult - Heritage
- * Consult - Landscape
- * Consult - Mechanical
- * Consult - Other
- * Consult - Roofing
- * Consult - Structural



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Section 3: Workers' Compensation Requirements

With respect to Workers' Compensation, the Supplier represents and warrants that as of this date:

(check the appropriate box):

OPTION 1

The Supplier is in good standing with the Workers' Compensation Boards (WCB) in the provinces in which it renders service for Brun-Way. **Supplier has enclosed current certificates as proof of WCB coverage** and affirms that it will continue to pay its premiums in a timely manner in order to maintain good standing with all applicable provincial WCB for so long as Supplier continues to provide service for Brun-Way.

OR

OPTION 2

The Supplier is self-employed and that the business has no employees other than the owner. **Supplier has enclosed the WCB ruling** confirming that Supplier has Independent Operator status.

The Supplier acknowledges that it must notify the appropriate provincial WCB of any material change in circumstances with the above-mentioned business and should this affect the Supplier's obligations under the Worker's Compensation Act, the Supplier will notify Brun-Way accordingly within ten (10) business days.

The Supplier represents and warrants that it understands the requirements of the WCB for each province in which service for Brun-Way is being provided. The Supplier agrees to comply with the code requirements and all the other applicable laws and regulations regarding Workers' Compensation, payroll taxes and similar employment issues.

Brun-Way shall have the right to require proof WCB coverage or Independent Operator status at any time for so long as Supplier is rendering services and prior to payment of any invoices.

Section 4: Insurance Requirements

With respect to insurance coverage, the Supplier hereby warrants that it currently has in place and will maintain at all times all required insurance coverage, naming Brun-Way Highways Operations Inc. and its Client as additional insured specifying 30 days notice shall be provided to Brun-Way in the event of reduction, non-renewal or cancellation of insurance coverage.

With the submission of the Supplier Compliance Package, **Supplier has enclosed certificates of insurance** evidencing proof of insurance coverage. Such insurance shall include the minimum of the amounts stipulated below:

- (1) \$2,000,000 Commercial General Liability
- (2) \$2,000,000 Comprehensive Automotive Liability
- (3) \$1,000,000 Errors and Omissions insurance, for the services identified with an asterisk (*) on the Trade Code List

The following language must be added to the Supplier's insurance policies under additional insurance, but only with respect to liability arising from the operations and activity of the Supplier and it's representatives in performing the work:

"Brun-Way Highways Operations Inc., New Brunswick Highway Corporation, Trans-Canada Highway Project Co. Ltd , her Majesty the Queen in right of the Province of New Brunswick, and their respective directors, officers, employees, shareholders, legislators, advisors, members and other officials."

The Certificate Holder is: Brun-Way Highways Operations Inc.,
191 West Mall, 5th Floor,
Etobicoke, Ontario, M9C 5K8

Supplier agrees to submit on an annual basis, revised certificates of insured, as Supplier's policies renew. Brun-Way shall have the right to require proof of insurance coverage at any time for so long as Supplier is rendering Services and prior to payment of any invoices.



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Section 5: Supplier Affirmation

By submitting this Supplier Compliance Package, I, the undersigned, agree and certify that:

- ✓ I am duly authorized to provide the information requested herein and declare that all the information provided is true and correct in all respects.
- ✓ Supplier is responsible to advise Brun-Way of any update to the submitted information as changes occur as per the instructions enclosed as Schedule 3.
- ✓ Supplier undertakes to fulfill all of its obligations at all times as stipulated in Section 3, **Worker’s Compensation Requirements** and Section 4, **Insurance Requirements**.
- ✓ Supplier has received and shall comply with the **Code of Business Conduct**, which has been enclosed as Schedule 1.
- ✓ Supplier has received, understood and agrees with the **General Conditions**, which has been enclosed as Schedule 2.
- ✓ In the event of inconsistency, the following order of precedence shall apply: Specific Conditions to an Order, Client Specific Conditions, General Conditions.
- ✓ Submission of the SCP by the Supplier does not constitute an obligation on the part of Brun-Way to solicit any bids from or purchase any goods or services from the Supplier.
- ✓ Any future work orders or purchase orders placed with Supplier will be governed by the terms of the enclosed SCP unless an alternative written agreement has been executed between Supplier and Brun-Way or until Brun-Way requests the completion of an updated SCP.

SUPPLIER’S COMPANY NAME

PRINT NAME

TITLE / POSITION

AUTHORIZED SIGNATURE

DATE

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PART B

SCHEDULES

Schedules 1- 3 are for the Supplier to review and retain.
The Schedules do not need to be returned to Brun-Way.



Schedule 1: Code of Business Conduct

The Supplier declares that it will comply with Brun-Way Highways Operations Inc.'s (hereafter « Brun-Way ») Code of Business Conduct whenever providing services to Brun-Way or to its affiliates. This Code of Business Conduct is an integral part of any agreement entered into between Brun-Way and the Supplier.

1.0 CODE OF CONDUCT

It is the policy of Brun-Way and its affiliates to maintain the highest standard of ethics in the conduct of its business. This is required from any supplier, contractor, subcontractor, consultant, service provider, vendor (hereafter «Supplier») engaged by Brun-Way to provide services to our Clients. The provisions of this Code of Business Conduct are mandatory and full compliance is expected of any Supplier as a condition of doing business with Brun-Way or its Clients. The Supplier must ensure that its employees, agents and subcontractors engaged in rendering services to Brun-Way or its Clients comply with this Code of Conduct.

2.0 USE OF INFORMATION

The Supplier shall not, unless expressly pre-authorized to do so in writing, give or release, use or disclose, any Confidential Information about Brun-Way or its Clients. All non-public information is deemed Confidential Information, whether written or verbal and includes proprietary, technical, financial or business information acquired by Supplier directly or indirectly about Brun-Way, its Clients or its other suppliers. In addition, the Supplier shall not take personal advantage of this Confidential Information outside of the contemplated business relationship between Brun-Way and Supplier. If the Supplier is doing business with a competitor to Brun-Way or to a Client or affiliates thereof, or acquires a significant interest or is acquired by a competitor to Brun-Way or of a Client, the Supplier shall ensure that confidential Information is properly protected and secured to avoid any disclosure to or use by such competitor, either directly or indirectly, and shall provide evidence of such precautionary measures if so requested by Brun-Way. This confidentiality obligation shall survive the term of the agreement between Brun-Way and Supplier.

3.0 CONFLICT OF INTEREST

- 3.1 A conflict of interest occurs when an individual or organization has an interest that might compromise its duties, judgment and its reliability.
- 3.2 Brun-Way's procurement policy is based on a process which favors the principles of competition, fairness, integrity, value for money and award of contracts to Suppliers prepared to act in the best interest of Brun-Way and its Clients. The Supplier must avoid any situation that may involve a conflict or a perceived conflict with these principles or between its personal interests and the interests of Brun-Way and its Clients.

Violations of these principles include but are not limited to the following situations:

- a. Ownership by the Supplier or an affiliate, or a family member, of a significant financial interest in any competitor to Brun-Way or to the Client, either directly or indirectly;
- b. Ownership of or significant financial interest in the Supplier by a competitor to Brun-Way or to the Client, either directly or indirectly;
- c. An employee or principal of the Supplier serving as a director, officer, partner, consultant or in any other key role to a competitor of Brun-Way or of the Client;
- d. Influencing or attempting to influence Brun-Way employees or their families with inducements, such as offering gifts, gratuities (except in limited situations which are customary, business related and of nominal value) or rendering services to Brun-Way employees which might unfairly influence or might be perceived to unfairly influence the business interaction between Brun-Way and the Supplier;
- e. Entering into business arrangements with Brun-Way employees or their family members outside of the Brun-Way-Supplier business relationship;
- f. Non-disclosure of known collusion or other forms of bid rigging;



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- g. Acting for a fee as a broker, finder or other intermediary for the benefit of a third party in transactions involving Brun-Way or its interests;
 - h. Involvement in any other arrangement or circumstance, including family or other personal relationships, which might dissuade the Supplier from acting in Brun-Way's or its Client's best interests.
- 3.3 The Supplier shall make prompt and full disclosure in writing to Brun-Way of any situation which may involve a conflict of interest, or a perceived conflict of interest. Such disclosure should be made to Brun-Way's Director of Strategic Procurement. Brun-Way shall then communicate to the Supplier the measures to resolve such conflict and the Supplier shall abide by such decision.
- 3.4 Brun-Way recognizes that the Supplier may have many other clients including competitors of Brun-Way or its Clients. The Supplier shall avoid doing anything which may harm or may be reasonably likely to harm Brun-Way or its Clients when dealing with competitors, including but not limited to the non-disclosure, non-use and protection of Confidential Information.
- 3.5 Responsibility to avoid conflicts of interest or the perception of conflicts of interest arising from outside activities lies with the Supplier. It is expected that the Supplier will act in the best interests of Brun-Way and its clients at all times.

4.0 SUBCONTRACTING

- 4.1 The Supplier may not subcontract any part of the work it has been contracted to perform without the prior approval of Brun-Way (hereafter «Approved Subcontractor».)
- 4.2 Subcontracting by the Supplier shall not be considered as relieving the Supplier from any obligations under Supplier's Agreement with Brun-Way.
- 4.3 The Supplier shall ensure that all Approved Subcontractors abide by the terms and conditions of this Code of Business Conduct with Brun-Way and the Supplier shall be responsible for such compliance.
- 4.4 The Supplier shall guarantee satisfactory performance under the Agreement for its Approved Subcontractors.
- 4.5 The Supplier shall assume all liability on behalf of its Approved Subcontractors and shall indemnify and hold Brun-Way harmless from and against any and all damages or claims arising out of negligence, actions or omissions of such Approved Subcontractors.
- 4.6 It is the Supplier's responsibility to maintain the necessary insurance coverage on its Approved Subcontractors, if they are not so covered.

5.0 CONDUCT AT WORK SITE

- 5.1 The Supplier is expected to use its best efforts to maintain the good reputation of Brun-Way and its Clients and to refrain from doing anything which could adversely affect their reputation.
- 5.2 The Supplier shall ensure that all of its employees behave in a professional manner while attending the work site.
- 5.3 The Supplier shall remove from the site any persons employed to perform the work, who in the sole discretion of Brun-Way or its Client are deemed incompetent or have been conducting themselves improperly and the Supplier shall not permit a person so removed to return to the work site.
- 5.4 The Supplier shall maintain a clean and orderly work area during the performance of the work and shall ensure clear access is maintained through the work area unless appropriate barricades have been installed.
- 5.5 Upon completion of the work, the Supplier shall remove all debris, tools, equipment and surplus materials from the work site and shall leave the work site clean and suitable for occupancy.

6.0 CLIENT'S OPERATIONS SECURITY

- 6.1 For Brun-Way's Clients, the security of the operations is the highest priority. When performing services, the Supplier must take all necessary measures to avoid any and all operations interference and disruption.
- 6.2 The Supplier is responsible to abide by the security requirements of the Client's facilities. Any person involved in the performance of work shall be required to meet the Client's security clearance criteria.



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- 6.3 As a security precaution, it is required that all of Supplier's employees that are engaged in work activities on behalf of Brun-Way are readily identifiable by carrying photo identification at all times.
- 6.4 The Supplier is accountable for the protection of Brun-Way and the Client's assets which it either uses in performing services or which are in its care, custody or control. The Supplier must take appropriate measures to prevent loss or damage to such assets when performing the work. Any incident involving damage to property or equipment must be reported to Brun-Way immediately.

7.0 PROTECTING THE ENVIRONMENT

- 7.1 The Supplier shall be committed to incorporating environmental concerns into every aspect of its daily operations and shall ensure its employees have had appropriate and documented environmental education.
- 7.2 The Supplier shall ensure that the work activities are provided in compliance with all applicable laws and legislation relating to environmental protection, more particularly but without limiting the generality of the following:
 - a. The use, storage or disposal of hazardous substances or materials and transportation thereof;
 - b. Gaseous or liquid discharges or emissions, including from any underground storage facilities;
 - c. Waste management and transportation of waste; and
 - d. Incident reporting.
- 7.3 The Supplier shall ensure that effective emergency procedures are implemented in connection with spills and leakage containment and all other events having an adverse environmental impact or presenting a health or safety hazard.
- 7.4 The Supplier shall immediately notify Brun-Way in writing of any communication, written or otherwise, from or to any environmental authorities in connection with the work performed. All incident reporting or other communication with environmental authorities relating to the work performed shall be accomplished in full consultation with Brun-Way.

8.0 HEALTH AND SAFETY

- 8.1 Brun-Way fully expects that its Suppliers are committed to maintaining a safe and secure work environment and ensure that effective management policies and practices are in place to identify risk and protect the health, safety, and well being of its employees and the public.
- 8.2 At a minimum, the Supplier must comply with the following:
 - a. The Supplier shall abide by all governing health and safety Provincial and/or Federal legislative requirements for the work they are contracted to complete;
 - b. The Supplier shall ensure and be able to demonstrate that prior to any work being performed, competent workers are trained in the proper trade/task requirements (including but not limited to appropriate health and safety and WHMIS training) to execute work in a safe manner;
 - c. The Supplier shall prepare a site specific safety plan which shall address any identified and potential hazards for the contracted work and shall include control measures and emergency procedures appropriate in the circumstances for the entire length of his contract;
 - d. The Supplier shall ensure and be able to demonstrate that adequate equipment, material and tools are supplied and maintained and that proper Personal Protection Equipment is worn at all times by each person on his worksite as may be required;
 - e. The Supplier shall place warning signs and/or a secured barricade, subject to approval by Brun-Way and supplied by the Supplier, in work locations where danger may be present; and
 - f. The Supplier shall correct any health and inspection item identified on his worksite immediately upon notification.
- 8.3 It is expected that the Supplier shall not conduct any activities that may endanger in any way a worker or any person within the workplace where work is being performed. In the event where the activities may involve a potentially hazardous situation, the Supplier shall take all reasonable steps to ensure protection of the public is maintained while inconvenience caused by the work is minimized.



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- 8.4 If the Supplier encounters toxic or hazardous substances or materials, the Supplier shall immediately take reasonable steps to control the situation, report its finding to Brun-Way and shall stop all work related to or carried on within the area of concern. Only upon further consultation with Brun-Way and after determining the applicable Control of Hazardous Materials procedures to be followed in each particular circumstance will the work be allowed to continue.
- 8.5 The Supplier shall suspend work, upon notification by Brun-Way, that the Supplier has violated a safety procedure or process that creates unnecessary risk for any person involved, directly or indirectly, in the work or for any equipment, machines or buildings. The suspension shall apply only at the location in which the safety violation occurred and shall remain in effect until Brun-Way is satisfied that compliance has been achieved.
- 8.6 Where incidents do occur, the Supplier shall report the event immediately to Brun-Way and then promptly investigate and report the particulars, including any follow-up action plans, to the appropriate Brun-Way Manager within 48 hours of the occurrence. Where reporting of an incident to a regulatory authority is required, Brun-Way is to be advised concurrently and a copy of the Supplier's investigation report is to be provided to Brun-Way upon completion.

9.0 PROFESSIONAL LICENSES AND PERMITS

- 9.1 The Supplier warrants that all work performed by the Supplier will comply with all applicable laws, regulations, industry standards and codes.
- 9.2 The Supplier warrants that its employees are qualified and skilled in their trades and hold any and all valid licenses, permits and certifications for the work being performed, for as long as the Supplier remains registered as a supplier to Brun-Way.
- 9.3 The Supplier will supply copies of training records, licenses and/or certifications and other records upon request by Brun-Way.



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Schedule 2: General Conditions

1. Definitions

“**Agreement**” shall mean the Order requirements collectively including the General Conditions, the Specific Conditions and the SCP.

“**Client**” shall mean Brun-Way’s Client for whom the Work is being provided.

“**General Conditions**” shall mean the general terms and conditions contained herein or within the Order.

“**Goods**” shall mean the supplies, materials, commodities and other things required to be furnished or provided by the Supplier.

“**Order**” shall mean the work order or P.O. issued by Brun-Way in relation to the Work as specified therein.

“**P.O.**” shall mean the purchase order or the payment order.

“**SCP**” shall mean the Supplier Compliance Package in effect on the date of commencement of the Work.

“**Brun-Way**” shall mean Brun-Way Highways Operations Inc.

“**Services**” shall mean any and all work, services, labour and Goods required to be performed, supplied, installed, purchased, licensed, repaired, modified, upgraded, erected, or otherwise provided by the Supplier.

“**Specific Conditions**” shall mean any additional specific conditions, documents, schedules, specifications and procedures attached to or referred to in a work order or P.O.

“**Supplier**” shall mean the persons, company or entity supplying the Work to Brun-Way under this Agreement.

“**Work**” shall collectively mean the supply of Goods and/or Services under this Agreement.

2. Relationship of the Parties

Supplier is an independent contractor and all persons employed or contracted by Supplier in connection with the Work shall not be deemed to be the employees, representatives or agents of Brun-Way or its Client in any respect. Nothing in this Agreement shall be deemed to create a partnership or joint venture between the parties nor shall either party have the power or authority to bind or obligate the other party.

3. Supplier Capability

Supplier represents and warrants and is able to demonstrate that all persons it employs or retains to perform the Work are professional, competent, qualified and skilled in their trades and if required by applicable law, certified, licensed and insured. Supplier expressly agrees that Brun-Way has the right to rely upon the Supplier’s expertise, opinions and conclusions in performing the Work.

4. Scope

Supplier shall perform the Work in accordance with this Agreement to the highest applicable standards of workmanship and shall comply with all applicable laws, statutes, ordinances, rules, regulations and codes, whether federal, provincial or local, including required environmental protection and health and safety regulations. Supplier shall be fully responsible for the professional quality, technical accuracy, timeliness and completeness of the Work and at all times shall act diligently, prudently, ethically, and in the best interest of Brun-Way, its Client and the Client’s properties.

5. Terms

If the Supplier has previously executed an alternative written agreement (i.e. term contract, stipulated price contract, etc.) with Brun-Way with respect to the Work in the Order, then the terms and conditions of that alternative written agreement shall apply to the Work to the exclusion of this Agreement. If the Work to be performed is for a Client requiring Client Specific Conditions as stipulated in the SCP and no alternative written agreement has been executed, such Client Specific Conditions shall also apply. In the event of any inconsistency in terms, the following order of precedence shall apply: Specific Conditions, Client Specific Conditions, General Conditions.

6. Acceptance

Fulfillment of any part of an Order constitutes acceptance of Supplier to the Agreement. Brun-Way objects to any countered terms or acknowledgements proposed by Supplier that add to, vary from, or conflict with Brun-Way’s terms and conditions. Any such proposed terms, conditions or acknowledgements shall be deemed a counter-offer and shall not be binding upon Brun-Way unless acceptance is made in writing to the Supplier. Performance of Supplier in the absence of written acceptance of such offer or counter-offer by Brun-Way shall be deemed to be performance in accordance with the terms of the Agreement.

7. Changes

At any time, Brun-Way may make changes to the Work to be performed. In such an event the contract price and timetable shall be modified accordingly in writing. Supplier may not modify or substitute any of the Work until written authorization has been received from Brun-Way, at which time the changes become part of the Agreement.

8. Assignment, Delegation and Subcontracting

Supplier shall not assign, delegate, subcontract or otherwise transfer this Agreement or any part thereof without the express written consent of Brun-Way. If Supplier delegates or subcontracts any part of the Work to a third party, Supplier is not relieved of any obligations hereunder and shall remain fully responsible for the performance and compliance of the third party to Brun-Way’s requirements under the Agreement. Brun-Way may assign this Agreement by notice to Supplier.

9. Set-Off and Holdback

In the event that Supplier is in any way indebted to Brun-Way or the Client, either under the terms of this Agreement or for any other reason, Brun-Way shall have right of set-off to the extent of such debt. Brun-Way may withhold any payments owed to Supplier as required by law or court order. Any other holdback requirements shall be specified in the Specific Conditions.

10. Invoicing and Payment

Supplier agrees to submit detailed, itemized invoices that clearly outline labour and material cost breakdown, the work location, the correct P.O. number and any other information required in the Specific Conditions after the Work has been completed. Any applicable taxes that are to be collected by the Supplier shall be stated separately on the invoice. Upon satisfactory completion of the Work, Brun-Way shall pay the amount due within sixty (60) days following receipt of a correctly presented invoice from Supplier. In the event that Brun-Way determines that Supplier’s invoice is not correct, the Work was not satisfactorily rendered or if the invoiced amount is disputed, Brun-Way shall notify Supplier and may reject the invoice and withhold payment until the issue has been resolved. Payment shall not constitute Brun-Way’s acceptance of the Work nor impair Brun-Way’s right to inspect or audit the Work or exercise any of its remedies, including its right to recover back from Supplier any amount already paid for the Work.

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11. Dispatch of Work from the Customer Support Centre (“CSC”)

In the event that Supplier is dispatched from the CSC to provide Work, Supplier agrees to contact the CSC at the location indicated on the face of the work order for approval to proceed if Supplier determines that the Work to be performed is expected to exceed the dollar amount authorized at dispatch, or is different than what has been requested. Supplier agrees to contact the CSC to confirm completion of the Work and at this time will be provided with a P.O. valued notwithstanding the authorized amount. Supplier agrees to submit its detailed invoice indicating the labour and material breakdown for the actual amount being charged which shall in no event exceed the authorized amount and in accordance with the provisions of Article # 10, Invoicing and Payment. An invoice that solely references the work order number will be rejected as not correctly prepared.

12. Insurance, Licenses and Permits

Supplier represents and warrants that it has and shall maintain, at its own cost, during the term of this Agreement all permits, insurances, licenses, certifications or authorizations (“Qualification Documents”) required by law to perform the Services. Supplier shall provide a certificate of insurance evidencing proof of the following minimum insurance coverage before Services are commenced:

- a) **Commercial General Liability** insurance written on a broad form basis, including but not limited to coverage for products/completed operations and contractual liability with combined single limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage.
- b) **Comprehensive Automobile Liability** insurance covering all owned, non-owned and hired vehicles used in connection with this Agreement, with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage.
- c) **Workers’ Compensation** coverage as required by law for all of Supplier’s employees entering onto Brun-Way’s or Client’s premises.
- d) **Other insurance coverage** required in the Specific Conditions or in the SCP, including any insurance required by municipal, provincial or federal law.

Brun-Way and its Client must be named as additional insured on the insurance policies. The insurance certificate shall also specify that 30 day written notice must be provided to Brun-Way in the event of reduction, non-renewal or cancellation of the above mentioned insurance coverage. Supplier’s obligations to maintain such minimum insurance coverage shall in no way limit the liability or obligations assumed by Supplier under this Agreement.

13. Liability, Indemnity

Supplier shall be liable for all damages/losses and claims sustained as a result of Supplier’s employees, agents, subcontractors and vendor acts, omissions, violations, delays, performance, non-performance, negligence and defects and any and all statutory liability. To the fullest extent permitted by law, Supplier agrees to at all times indemnify, defend and hold harmless Brun-Way, its affiliates, its Client, and their respective directors, officers, agents and employees against all losses, damages, claims (including claims made by Supplier’s personnel and subcontractors), fines, penalties, actions, awards and judgments as well as all expenses and costs (including judicial and extra-judicial costs) incurred by Brun-Way or the Client in connection therewith. In no circumstance shall Brun-Way or the Client be liable for indirect, consequential or punitive damages, including loss of profit or business shutdown.

14. Notifications

Supplier shall immediately notify Brun-Way of any actual or possible environmental, health or safety problems, including any issues that need to be reported to regulatory agencies, that are attributable to the Work delivered hereunder. Supplier also agrees to provide Brun-Way with reasonable advance notice of potential labour disputes, material shortages, its insolvency or any other matters that may delay or interfere with its performance under this Agreement.

15. Confidentiality and Conflict of Interest

Any and all information concerning Brun-Way or the Client’s business is strictly confidential and Supplier shall not disclose any such information to any other person, or use such information for any purpose other than performing its obligations to supply the Work under this Agreement. Supplier shall conduct its business and provide its Work in such a manner as not to create a situation of conflict of interest with Brun-Way or the Client.

16. Brun-Way’s Clients

If the ultimate user of the Work is the Client, Supplier’s warranties, guarantees, and obligations, including obligations to indemnify and hold harmless shall be in favour of both Brun-Way and Client and both Brun-Way and Client shall have the right to enforce them. In the event that Brun-Way is acting as agent for the Client, it shall be stipulated in the Agreement.

17. Risk of Loss or Damage

Risk of loss or damage to the Goods shall remain with Supplier until their delivery to Brun-Way’s designated location, at which time risk of loss or damage shall pass to Brun-Way.

18. Remedies

Brun-Way and the Client shall have the right to inspect, anywhere and at any time, all Work covered by this Agreement. Notwithstanding any audit, inspection, test, approval, payment, delay or failure to discover any defect or other non-conformance, Supplier is not relieved of any obligations under this Agreement and will not limit, revoke or waive any right or remedy of Brun-Way with respect to Supplier’s performance hereunder. Brun-Way shall not be deemed to have waived any matter under this Agreement unless it has given Supplier a written notice of such waiver. If, in Brun-Way’s judgment, the Work does not conform with the requirements of this Agreement, Brun-Way shall have the right to reject the Work and, in addition to any other rights and remedies it may have, Brun-Way may, in its sole discretion: (a) withhold payment, seek reimbursement, credit, replacement, or repair as Brun-Way may direct; or (b) rework and/or repair the Work with all costs associated therewith to be charged to and paid by Supplier. All Goods shall be received subject to Brun-Way’s inspection and acceptance and are subject to Brun-Way’s right to reject and return at Supplier’s expense Goods which fail to strictly conform to the Order requirements.

19. Warranty

Supplier warrants that the Work has been provided in accordance with the requirements of the Agreement and shall be free from failure, defects in material or workmanship and be of the best quality, shall comply with applicable industry standards and practices, shall be free and clear of all liens, attachments and claims and shall be fit for the purpose intended. Supplier warrants that all Services will be performed in a professional and workmanlike manner and that the Goods will correspond with the specifications, drawings, samples, or other description furnished or adopted by Brun-Way and with applicable laws. Unless otherwise specified in the Specific Conditions, Supplier’s warranty shall be for no less than one (1) year after satisfactory completion of the Work and Brun-Way and the Client shall further benefit from all legal and manufacturers’ guarantees available in connection with the Work. At the completion of the term of the Agreement, all applicable warranties shall be transferred to the Client. Supplier agrees to expeditiously repair, replace or re-perform, at its own expense (including all associated costs such as transportation, replacement, removal,

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reinstallation and re-inspection costs) any Goods and any portion of the Services which are found to be in breach of these warranties, when notified of such non-conformity by Brun-Way. In the event of Supplier's failure to promptly remedy or replace non-conforming Work, Brun-Way may, upon reasonable notice to Supplier, undertake or arrange for the undertaking of remedial works at Supplier's expense. All warranties shall survive inspection, acceptance and use of the Work and completion, termination or cancellation of this Agreement.

20. Audit

Supplier agrees to maintain complete and accurate accounting, invoices, payrolls, work orders, records, reports and any other supporting documents applicable to the Work for a period of at least seven (7) years after the satisfactory completion of the Work. Brun-Way or its Client may audit anywhere and at any time, without prior notice, any of the items relating to the Work supplied under this Agreement.

21. Suspension of Work

Unless Brun-Way orders the Work or part thereof to be suspended, the Supplier shall not stop or suspend any part of the Work pending the settlement or resolution of any difference between the parties arising out of the Agreement. Brun-Way may at any time, by written notice, order Supplier to suspend or stop all or part of the Work under this Agreement for a period of up to 180 days. Supplier shall immediately comply with any such order in the manner that minimizes the cost of doing so. While such an order is in effect, Supplier shall not remove any part of the Work without the prior written consent of Brun-Way. Unless Brun-Way terminates the Agreement with cause or Supplier abandons the Agreement, Supplier shall be entitled to be paid its reasonable additional costs incurred as a result of the suspension.

22. Termination

Brun-Way may terminate this Agreement in whole or in part for cause forthwith with notice in the event of (i) death or injury to any person; (ii) damage to Brun-Way's or the Client's property; (iii) disruption of Client's Operations; (iv) failure by Supplier to provide its Qualification Documents within five (5) days of a request from Brun-Way; (v) failure by Supplier to remedy a default or comply with its obligations within five (5) days of a written notice from Brun-Way advising of such default or non-conformance; (vi) if Supplier is adjudged bankrupt, or makes a general assignment in bankruptcy or if a receiver is appointed; (vii) failure by Supplier to provide reasonable assurances of future performance; (viii) upon the Client's request or upon the termination of the Client-Brun-Way contract; or (ix) force majeure including labour disruption. In any such event, Brun-Way shall be entitled to complete the Services in a manner it deems appropriate, and Supplier will be responsible for any resulting costs and fees. Brun-Way may terminate this Agreement in whole or in part, without cause, upon prior written notice to Supplier. In the event that the specified term of this Agreement is over one (1) year, the notice shall be 30 days. Brun-Way's and the Client's sole liability in connection with this Agreement and its termination for whatever reason shall be the payment of approved invoices for Work performed up to the date of termination. Supplier shall have no claim for compensation, loss of profit, allowance, damages or otherwise by reason of, or directly or indirectly arising out of, termination invoked in accordance with this Article 22.

23. Security Clearance

Any person involved in the performance of the Work will be required to meet the Client's security clearance requirements as outlined in the SCP.

24. Hazardous Materials

Supplier shall ensure that all hazardous materials are properly handled and stored in accordance with all Client, regulatory and code requirements. Supplier must be able to demonstrate that its employees have received appropriate WHMIS training and are knowledgeable in spill response. In the event that Supplier encounters toxic or hazardous materials or substances, Supplier shall take all reasonable steps to ensure that no person suffers injury, sickness or death and that no property is damaged or destroyed as a result of exposure to or the presence of the substances or material; shall suspend all work at the location in which Supplier encountered the toxic or hazardous substance or material; and shall immediately report its findings to Brun-Way and confirmed in writing. Supplier will be permitted to continue its work only upon Brun-Way's removal of the work suspension.

25. Governing Law

This Agreement is governed by the laws of the province, territory or state, including the laws of Canada, where the Work is predominantly executed or provided and any litigation shall be tried in such province, territory or state.

26. Conditions relating to construction, renovations and repairs work

In the event that the Work performed by the Supplier is defined as construction work under the relevant provincial legislation ("Construction Work"), the following additional conditions shall apply:

- a) Before tendering a bid, the Supplier must inspect the premises where the Construction Work is to be performed. Once a bid is submitted the Supplier may not claim error or omission or failure to assess the nature and scope of its obligations;
- b) The Supplier recognizes and declares that it is solely responsible for directing, monitoring and performing the Construction Work undertaken, that it is the person undertaking the Construction Work and is the Constructor or Prime Contractor or Principal Contractor pursuant to the applicable health and safety legislation (the "Constructor") in connection with the Construction Work being performed and that it shall assume all of the obligations of the Constructor pursuant to such legislation;
- c) Throughout the Construction Work, the Supplier must leave the premises clean and tidy;
- d) A holdback of 10% will be applied on Construction Work valued at over \$100,000 unless otherwise specified in the Specific Conditions;
- e) Brun-Way undertakes to pay the Supplier within the delays specified in the Specific Conditions (and if none are specified, on the latter of a) forty-five (45) days following the receipt of the correct invoice or b) receipt of payment by the Client) and receipt of the Qualification Documents and the following documents: i) discharges or waivers of all liens and prior claims; ii) as-built drawings; iii) construction permits required; iv) contractor warranties for equipment, systems and materials; and
- f) The Supplier irrevocably and without condition renounces any lien or legal hypothec which it could invoke with relation to the Construction Work executed in virtue of the present Agreement and undertakes to obtain such renunciation from its subcontractors and suppliers.

27. Language

The parties have agreed that this Agreement, as well as any other related documents, be drawn up in the English language. *Les parties ont convenu que ce bon de commande soit rédigé en anglais.*

28. Code of Conduct

Supplier acknowledges having received a copy of the SNC-Lavalin Group Inc.'s ("SNC-Lavalin") Code of Ethics and Business Conduct (the "SNC-Lavalin Code"), which is available upon request or from SNC-Lavalin's website, at www.snclavalin.com, and which shall form an integral part of the General Conditions as if recited herein at length. Supplier undertakes to conduct itself, and will cause its employees, representatives and agents to conduct themselves, in all matters concerning the Work or that may reasonably be perceived as concerning the Work, in a manner consistent with the SNC-Lavalin Code. The Supplier will not do (or fail to do) anything that, if done (or failed to be done) by an SNC-Lavalin employee, would constitute a



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breach of the SNC-Lavalin Code. Any breach of this clause shall, in addition to any other rights or remedies, entitle SNCL O&M to terminate this Agreement and/or any other agreement or relationship it may have with the Supplier, without regard to any provision allowing the Supplier the benefit of a notice and cure period.

Schedule 3: Supplier Updates

Supplier Certificate Renewal

Please note that it is your responsibility to ensure that we have been provided with updated insurance certificates and Workers' Compensation certificates as they renew in order to avoid delayed payment and work request interruption. This is an essential condition for maintaining a supplier in good standing with Brun-Way.

Updated certificates may be sent to:

1. **E-mail:** supplier-relations@snclavalinom.com

OR

2. **Fax:** 416-207-8456

OR

3. **Mail:** Brun-Way Highways Operations Inc.
Supplier Relations Department
191 West Mall, 5th Floor
Etobicoke, ON
M9C 5K8

Supplier Information Changes

Please note that you must communicate directly with your local Brun-Way representative with respect to any changes to your business. The representative will advise you directly on the necessary required documents to be completed and submitted. Verbal change notifications will not be processed.