



VERIDIAN
CONTRACTOR'S PROPOSAL FORM

Version 2006-02

Re: Veridian Contract No. _____ dated _____

NAME OF CONTRACTOR: _____

1. We have signed the "Agreement and General Conditions of Contract" (the "Agreement") and have attached it hereto. We have carefully examined this Agreement, the drawings and specifications, and this Proposal Form, and if notified in writing of the acceptance of this Proposal, agree to provide all materials and perform all work shown and described in these documents, for the stipulated price of:

_____ (\$_____) including all applicable taxes and charges, which price shall be valid for thirty (30) days from the closing date of this Proposal.

2. A deposit in accordance with Clause 14 of the "Agreement", equal to ___ percent of this Proposal made payable to Veridian _____ in the amount of \$ _____ is attached.

3. A Performance Security in accordance with Clause 14 of the "Agreement", equal to ___ percent of this Proposal made to the benefit of Veridian _____ in the amount of \$ _____ will be provided on notification of award.

4. We will complete substantially all work within _____ weeks of receiving instructions to commence work.

5. We have attached hereto proof of Public Liability and Property Damage insurance, and proof of Worker's Compensation, as per Clause 13 of the "Agreement".

6. We have attached hereto a complete copy of the form "Contractor's Proposal Information"

7. We have attached hereto a complete Unit Price List if and as provided by Veridian for this work.

Sincerely,

Title _____ Signature

Address

Telephone No.

Fax

Dated

Contractor's Proposal Checklist

- 1. Proposal Form
2. Signed Agreement
3. Contractor's Supplementary Proposal Form (to be retained by Contractor for later use if and as required)
4. Contractor's Proposal Information
5. Proposal Deposit (if specified)
6. Unit Pricing (if applicable)



**SCHEDULE 'A'
OUTLINE OF WORK**

Version 2006-02

Veridian Contract No. _____ **date:** _____

TITLE:

DATE:

GENERAL LOCATION:

GENERAL DESCRIPTION:

REFERENCE SPECIFICATION:

REQUIRED COMMENCEMENT DATE:

REQUIRED COMPLETION DATE:



AGREEMENT AND GENERAL CONDITIONS OF CONTRACT

Version 2006-02

1.0 Purpose

WHEREAS, Contractors are from time to time requested to work for Veridian, or in or on Veridian owned plant or facilities, or on public lands or rights of way on plant associated with Veridian activities, either under direct contract with Veridian, or under contract with a third party, and

WHEREAS, the undersigned Contractor comes within the purview of this Agreement;

THEREFORE, the undersigned Contractor agrees to perform the work identified in Schedule A, attached hereto, in accordance with the provisions of this Agreement.

2.0 Definitions

Veridian means one of Veridian Connections Inc. or Veridian Corporation or Veridian Energy Inc. as a whole, or its designated employees, or agents.

Contractor means the person(s) or company undertaking to perform or be responsible for the performance of the entire specified work.

3.0 General

This Agreement covers the general conditions under which the work detailed in the attached Schedule 'A' shall be performed.

The Contractor shall be aware and acknowledges that the work to be performed may be on or within close proximity to electrical apparatus that may be energized at normal potential and with normal current carrying capacity during the course of the work. This may involve the equipment or facilities being worked on directly, or equipment or facilities adjacent to the actual devices and location being worked on.

Where applicable, the Contractor will under no circumstances, work on energized electrical apparatus unless express written approval has been given by Veridian.

4.0 Information to Contractors

Before submitting the a pricing proposal, the Contractor shall carefully examine the specifications, drawings, the complete Proposal package, the latest specifications and standard drawings in effect with Veridian, the municipality(s) having jurisdiction in the work location(s) and any other authorities having jurisdiction, and shall thoroughly familiarize themselves with all permit, inspection and other requirements of all of these agencies and authorities.

The Contractor shall visit the site of the proposed work and satisfy themselves as to the nature of the work to be performed, access, building conditions, ground conditions at the site, obstacles and conflicting or existing features (including but not restricted to existing street furniture, other private property, buried plant) that may be encountered during the construction of the work.

The Contractor will not rely solely upon any information or representations made or furnished by Veridian respecting the nature of the site conditions, the work to be performed or the quality of any materials to be used.

5.0 Approvals

The Contractor shall work closely with the authorities having jurisdiction, and whereas Veridian will obtain general design approvals, the Contractor shall satisfy all authorities on specific concerns on work permits.

AGREEMENT AND GENERAL CONDITIONS OF CONTRACT

Version 2006-02

6.0 Sub-Contractors

The Contractor shall state at the time of proposing, all Sub-Contractors to be employed in the performance of the Contract. No other Sub-Contractor shall be employed without the approval of Veridian.

7.0 Officials in Charge, Personnel, Employment Conditions

The Contractor shall identify, prior to commencing work, a work site official (the person on the job) who will be in charge of the work, as well as an office official (officer, principle, or senior official) at his central place of business who will be responsible for the work.

The Contractor shall take every step to minimize a change of site official during the course of the work, but when necessary, such change shall only be made on prior notice to Veridian.

The Contractor will provide conditions of employment in accordance with the Occupational Health and Safety Act, and the Employment Standards Act and their latest revisions, and any other statutory requirements in force and effect.

The Contractor hereby agrees that no person shall be employed who is unfit to do the work or anyone unskilled to do the work assigned to him. Persons under the influence of intoxicating drugs or beverages shall be declared unfit.

The Contractor agrees that for the purpose of the work to be undertaken, they will not discriminate in the hiring and implementation of labour against any person's gender, race, national origin, colour or religion.

8.0 Work Protection

Work protection from electrical hazards, where required, shall be applied for prior to beginning work and shall be consistent with the Electric & Utilities Safety Association's Protection Code, and Veridian requirements. Protections shall be surrendered at the end of each working day. In general, daily requests shall be available during Veridian normal working hours only.

Signalling and traffic protection shall be done according to the Occupational Health and Safety Act, the Highway Traffic Act, and Veridian requirements.

Only competent personnel shall work within the ten feet limit of approach for apparatus energized over 750 volts. Veridian Manager of Engineering and Maintenance shall have the sole discretion to determine such competence. Equipment, tools, and protective clothing shall be in accordance with the Electric Utilities Safety Act, the Occupational Health and Safety Act, and other authorities having jurisdiction.

9.0 Site Housekeeping

During the performance of the work, the Contractor shall ensure that the work site is kept as neat and orderly as possible, in keeping with the nature of the work in progress. When work is interrupted for any length of time, or at the completion of the work, all waste material shall be removed and tools, equipment and surplus material shall be removed or stored or secured in a neat and safe fashion.

AGREEMENT AND GENERAL CONDITIONS OF CONTRACT

Version 2006-02

10.0 Commencement, Duration of Work, and Work Hours

Unless otherwise allowed or specified, work shall commence within ten (10) days of the Contractor receiving notification of the award of the Contract and instructions to commence.

The expected duration of the work shall be stated in the proposal, and unless otherwise allowed or specified, this time limit shall be adhered to. Deviations shall be submitted with reasonable notice for Veridian approval.

The Contractor shall notify Veridian at least 48 hours prior to beginning any work, and may be requested to file with Veridian, in writing, a description of the work to be undertaken at the time of notification.

Work shall be performed during Veridian normal working hours only, unless specifically arranged otherwise. Contractors should note that requests to work in off-hours may create overtime, supervision/inspection, etc., charges from Veridian to the Contractor.

11.0 Schedule

The Contractor shall submit, at such times as may reasonably be requested by Veridian, schedules which shall show the order in which it is proposed to do the work, with dates showing commencement and completion of the various parts of the work.

12.0 Unit Pricing, Right to Add or Delete

Where quantities are set out in the Schedule A hereto, it is pointed out that these quantities are approximate and are given to serve as a basis for estimating and for comparing Proposals.

Wherever the amount proposed for an item does not agree with the extension of the estimated quantity and the unit price, the unit price shall govern and the amount of the total Proposal price shall be corrected accordingly.

Veridian reserves the right to add or delete portions of the work, as it may deem necessary. Changes to the Contract price shall then be made on a pro-rata, unit price basis.

The Contractor agrees that where extra work to the contract is to be performed, they will first obtain a specific approval using the Contractor's Supplementary Proposal Form, and that Veridian will make no payment for extra work in the absence of such an approval.

No change in unit prices will be made for such additions or deletions.

13.0 Insurance and Worker's Compensation

The Contractor shall provide proof of insurance and Workers' Compensation and warrants that such coverages will be maintained for the duration of the contract, and that proof of maintenance will be routinely supplied.

The insurance policy shall provide for a minimum of Five Million Dollars (\$5,000,000) coverage.

AGREEMENT AND GENERAL CONDITIONS OF CONTRACT

Version 2006-02

14.0 Performance Guarantee

Proposal Deposit

The Contractor agrees to submit with their Proposal a Proposal Deposit, payable to and in the amount set out in the Contractor's Proposal Form, in the form of a certified cheque, which cheque shall be held by Veridian until the work set out herein is either awarded to the satisfaction of Veridian or this Contract is formally cancelled. On successful award the cheque will be returned to all unsuccessful proposers. On selection for award, the successful Contractor shall make all prerequisite arrangements to Veridian's satisfaction as per the requirements herein and commence the work, following which Veridian shall return the Proposal Deposit to them. In the event the successful Contractor fails or is unable or unwilling to make all prerequisite arrangements and commence the work, Veridian shall cash the Proposal Deposit cheque submitted as liquidated damages and in order to defray Veridian's costs to reissue this Contract or select another Contractor.

Performance Security

The Contractor agrees to deposit with Veridian a Bond, irrevocable letter of credit, or certified cheque as a Performance Security in such amounts as may be determined by Veridian for the duration of the work set out herein. Veridian will return this Performance Security when the work has been completed to Veridian satisfaction, subject to the limitations below.

The Contractor agrees to commence the work required herein, and perform all work in a workmanlike manner and in accordance with Veridian latest standards and requirements, and agrees that this work shall be substantially complete, as determined by Veridian in its sole discretion, within the period submitted in the Contractor's Proposal, except when specifically agreed otherwise. Failure to commence or complete the work within thirty (30) days of the respective time limits set out, shall result in the Contractor being considered in default and in such case, Veridian reserves the right to claim, and the Contractor to forfeit, the entire amount of the deposit posted.

15.0 Public Relations

The Contractor shall respect private property and do whatever necessary to prevent damage to landscaping, buildings, fences and other appurtenances on private property and where damage results will make restoration and/or compensation to the customer's satisfaction. Public lands on rights of way shall be restored to the satisfaction of the authority having jurisdiction.

15.1 Identification

Contractor vehicles must be properly identified with the company name. Contractor employees must carry proper identification at all times.

16.0 Contractor's Expertise

The Contractor will submit with the Proposal, a list of equipment available which is intended to be used, and the number and qualifications of staff to be assigned to the work.

17.0 Performance and Supervision

Veridian designated representative will decide whether any work performed is satisfactory and acceptable, and the interpretation of the drawings and specifications shall be at the sole discretion of Veridian. Furthermore, the Contractor must arrange for and conduct a Post Construction Inspection site meeting to be attended by representatives of all joint use utilities/companies, and Veridian within two weeks after completion of the project.

AGREEMENT AND GENERAL CONDITIONS OF CONTRACT

Version 2006-02

If unacceptable work is found at any time, the Contractor, upon notification of such unacceptable work, will take steps to correct or re-do any such work. Where Veridian deems necessary, such notification will be by registered mail and corrective action shall be initiated within five (5) working days. Failure to so respond shall result in cancellation of the Contract. Any payment then made will be based on pro-rata, per unit quantities of acceptable work performed, less costs assessed by Veridian for correction of any deficiencies noted above. Such cancellation will result in automatic forfeiture of the deposit.

18.0 Partial Payments

The Contractor may render interim invoices for significant portions of the work performed, and such amounts will be based on pro-rata, per unit factors for the number of units installed or removed.

19.0 Materials and Labour

Unless otherwise stipulated, the lump sum price or prices quoted in the Proposal shall include the furnishing of all materials, supplies and equipment and the providing of all labour, construction tools and equipment, utility and transportation services necessary to perform and complete all the work required under the Contract, including all miscellaneous work, whether specifically included in the Contract Documents or not.

Unless otherwise specified, all materials used for permanent installation shall be new and both workmanship and quality shall be good, equal to or better than specified.

Where the work to be done involves extensions or modifications to Veridian plant, Veridian will generally supply all major material items (transformers, poles, insulators, hardware, switches, conductors, cables, etc.). The Contractor will assume complete responsibility for the care and safe keeping of all materials supplied by Veridian until properly installed, and for the return of all unused or removed materials. Damaged materials, whether caused by others or by the Contractor, shall be reported to Veridian immediately on discovery.

All material, major or minor, supplied by the Contractor must be approved by Veridian prior to its installation. Any material supplied by the Contractor and installed without Veridian approval will be replaced at the Contractor's expense. Co-ordination of the delivery of materials shall be by the Contractor. No claims will be considered due to late deliveries.

20.0 Drawings, Specifications and Unit Prices

It is the intention of the Drawings, Specifications and Unit Prices to provide a complete and finished installation. Any items omitted therefrom which are clearly necessary for the completion of the work shall be considered a portion of the work though not directly specified and/or shown or called for on the Drawings or the Specifications or the Unit Prices. These omitted items shall be noted in the Proposal as necessary.

Veridian shall be absolved of any responsibility for errors or omissions in drawings or specifications when the work undertaken is on behalf of a third party.

21.0 Joint-Use

Some items within the scope of the work (i.e. road crossings, trenching, etc.) may involve other utilities, such as Bell Canada, C.A.T.V. Systems, etc. In these instances Joint Use installation shall be considered, and the successful Contractor will enter into a separate contract with the other party (Bell Canada, etc.) to install their plant and to pay for their respective shares of the joint use items and will bill them directly for this work. The prices submitted for these items shall be the full amount without deducting for the joint use credits. Credits for Bell Canada's and/or the local C.A.T.V. Systems share of the joint use items will be taken on the payment certificates.



AGREEMENT AND GENERAL CONDITIONS OF CONTRACT

Version 2006-02

22.0 Indemnity

The Contractor shall defend, indemnify and save harmless Veridian against and from all suits, losses, demands, payments, actions, recoveries, judgements and costs of every kind and description and from all damages to which Veridian may be subjected by reason of injury to the person or property of others resulting from the performance of the work in Schedule "A", attached hereto.

The undersigned Contractor agrees to the Terms and Conditions of this Agreement with respect to Veridian's Contract No. _____ dated _____:

Contractor

Signature

Date

Accepted By

Date



CONTRACTOR'S PROPOSAL INFORMATION

Version 2006-02

Veridian Contract No. _____ **Date:** _____

WS&IB CLEARANCE CERTIFICATE ATTACHED?	YES <input type="checkbox"/>
---------------------------------------	------------------------------

WS&IB NEER DATA	ACCOUNT NR.	FIRM NR.
RATING FACTOR %	PERFORMANCE INDEX	

CERTIFIED TRUE COPY OF LIABILITY INSURANCE ATTACHED?		YES <input type="checkbox"/>
MINIMUM COVERAGES FOR WORK ON ENERGIZED APPARATUS OR WITH RISK OF ENVIRONMENTAL IMPAIRMENT.	AGGREGATE	<input type="checkbox"/> \$5,000,000 OR <input type="checkbox"/> _____
	EACH INCIDENT	<input type="checkbox"/> \$2,000,000 OR <input type="checkbox"/> _____

DEPOSIT ATTACHED?	<input type="checkbox"/> CHEQUE	<input type="checkbox"/> L/C
-------------------	---------------------------------	------------------------------

SKILLED TRADE OR PROFESSIONAL PERSONNEL TO BE EMPLOYED ON THIS PROJECT			
NAME	TRADE/SPECIALTY	ROLE IN THIS PROJECT (FOREMAN, ETC.?)	CERTIFICATE/DATE

ATTACH ADDITIONAL LIST IF NECESSARY

CONTRACTORS NAME:	DATE:
BY (PRINT):	SIGNATURE:



Version 2006-02

CONTRACTOR'S PROPOSAL INFORMATION

VEHICLES AND CONSTRUCTION EQUIPMENT TO BE USED ON THIS PROJECT							
VEHICLE/ EQUIPMENT	DESCRIPTION	YEAR	MTO		DIELECTRIC TEST	CAN/CSA 225 M-88	OTHER
			CERT. #	DATE	DATE OR N/A	DATE OR N/A	

ATTACH ADDITIONAL LIST IF NECESSARY

SAFETY ASSOCIATION MEMBERSHIP?
 E&USA IAPA OTHER _____
 ATTACH EVIDENCE OF MEMBERSHIP

SUBCONTRACTOR'S/INDIVIDUALS NOT IN DIRECT EMPLOYMENT TO BE USED ON THIS PROJECT				
NAME	CONTACT PERSON	TELEPHONE NO.	SPECIALITY	TASK TO BE DONE

CONTRACTORS NAME:	DATE:
BY (PRINT):	SIGNATURE:



Version 2006-02

CONTRACTOR'S PROPOSAL INFORMATION

LIST RECENT ACCIDENT FREQUENCY DATA			
	TOTAL HOURS WORKED (A)	HOURS LOST IN INJURIES (B)	$\frac{A \times B}{200,000}$
CURRENT YEAR:			
ANY FATALITIES? <input type="checkbox"/> NO <input type="checkbox"/> YES, GIVE DETAILS			

AGREEMENT FOR CONTRACTORS SIGNED?	YES <input type="checkbox"/>
UNIT PRICE LIST COMPLETE AND ATTACHED?	YES <input type="checkbox"/>

CONTRACTORS NAME:	DATE:
BY (PRINT):	SIGNATURE:

GENERAL

Revised November 4, 1999

CONTRACTORS NAME:

BUSINESS ADDRESS:

TELEPHONE: ()

FAX: ()

CLOSEST LOCATION AT WHICH WORKER'S/EQUIPMENT ARE HEADQUARTERED/STORED:

YEARS IN BUSINESS:

NUMBER OF JOBS DONE IN LAST FIVE (5) YEARS:

VALUE OF JOBS DONE IN LAST FIVE (5) YEARS: \$

FINANCIAL INSTITUTION:

CONTACT NAME:

TELEPHONE: ()

ASSETS: \$

COMPANY PRINCIPALS

NAME	RELATION (OWNER, BOARD MEMBER, CEO, ETC.)

CONTRACTORS NAME:	DATE:
BY (PRINT):	SIGNATURE:

RELATED WORK EXPERIENCE

Revised November 4, 1999

GENERAL TYPE OF WORK:

LIST SIGNIFICANT CONTRACTS AWARDED AND/OR COMPLETED IN THE LAST TWO (2) YEARS

MUNICIPALITY OR LOCATION	BRIEF DESCRIPTION & CONTACT FOR REFERENCE	APPROX. DOLLAR AMOUNT OF AWARD	DURATION (WEEKS)

CONTRACTORS NAME:	DATE:
BY (PRINT):	SIGNATURE:

SAFETY RECORD

Revised November 4, 1999

DO YOU HAVE A WRITTEN SAFETY POLICY & PROGRAM YES NO

 IF YES, PLEASE ATTACH.

ARE YOU A MEMBER OF A RECOGNIZED SAFETY ASSOCIATION?
 CONSTRUCTION SAFETY ASSOCIATION OF ONTARIO (CSAO)? YES NO
 ELECTRICAL CONTRACTORS ASSOCIATION OF ONTARIO (ECAO)? YES NO
 ELECTRICAL & UTILITIES SAFETY ASSOCIATION (E&USA)? YES NO
 INDUSTRIAL ACCIDENT PREVENTION ASSOCIATION (IAPA)? YES NO
 OTHER?(STATE).....

ACCIDENT FREQUENCY RECORD

YEAR	TOTAL HOURS WORKED (A)	HOURS LOST IN INJURIES (B)	$\frac{A \times B}{200,000}$
1998			
1997			
1996			

ANY FATALITIES & CRITICAL INJURIES IN THE LAST FIVE (5) YEARS? GIVE DETAILS.

CONTRACTORS NAME:	DATE:
BY (PRINT):	SIGNATURE:

LIABILITY INSURANCE

Revised November 4, 1999

TYPE OF INSURANCE	CARRIER	COVERAGE AMOUNT
BONDING ABILITY		
ARE YOU ABLE TO PROVIDE BID BONDS?		Yes <input type="checkbox"/> No <input type="checkbox"/>
UP TO \$100,000?		Yes <input type="checkbox"/> No <input type="checkbox"/>
UP TO \$250,000?		Yes <input type="checkbox"/> No <input type="checkbox"/>
UNION REPRESENTATION		
LIST UNIONS WHICH REPRESENT THE WORKERS TO BE EMPLOYED IN SUCH WORK, AND AGREEMENT EXPIRY DATES.		
UNION	EMPLOYEES AFFECTED	EXPIRY DATE

CONTRACTORS NAME:	DATE:
BY (PRINT):	SIGNATURE:

WS&IB RECORD

Revised November 4, 1999

YEAR		PERFORMANCE INDEX (FROM FIRM SUMMARY STATEMENT)	NO. OF COMPENSABLE CLAIMS
CURRENT YEAR (TO LATEST QUARTER)			
PREVIOUS YEAR			
NEXT PREVIOUS YEAR			

CERTIFIED PERSONNEL

(IDENTIFY EACH EMPLOYEE WHO WOULD BE INVOLVED IN SUCH WORK)

TRADE/SPECIALTY	CERTIFICATE	YEAR OBTAINED

CONTRACTORS NAME:	DATE:
BY (PRINT):	SIGNATURE:

CERTIFIED EQUIPMENT

Revised November 4, 1999

LIST ALL VEHICLES AND PIECES OF CONSTRUCTION EQUIPMENT AVAILABLE FOR SUCH WORK

VEHICLE/EQUIPMENT	DESCRIPTION	YEAR	MTO		DIELECTRIC TEST	CAN/CSA 225 M-88	OTHER
			CERTIFICATE NUMBER	DATE	DATE OR N/A	DATE OR N/A	

CONTRACTORS NAME:	DATE:
BY (PRINT):	SIGNATURE:



CONTRACTOR'S SUPPLEMENTARY PRICING FORM

Version 2006-02

Veridian Contract No. _____

Name of Contractor: _____ Date: _____

To be used and Completed Only During the Course of the Contract and Only When Provided for and Required

Date: _____ P.O.: _____
 Contractor: _____ Proposal Quote No.: _____
 Submitted By: _____ Work Order No.: _____
 Drawing No.: _____

NOTES TO CONTRACTOR RE: ADDITIONS	This form must be submitted before commencing any work not specifically detailed in the Contract documents and for which additional charges to Veridian will be requested.			
RE: DELETIONS	Complete and submit this form also where work under the Contract will <u>not</u> be done.			
	DESCRIPTION	QTY.	CONTRACT UNIT PRICE	TOTAL
CHANGES IN UNIT QUANTITIES	Item:			
	Reason:			
	Item:			
	Reason:			
	SUBTOTAL A			
EXTRA WORK	Description:			
	Reason:			
	Amount Requested: Man Hours _____ X _____ = Other _____ =			
	SUBTOTAL B			
	TOTAL REQUESTED A + B			
Approved by Veridian			Date:	

Note: Contractor must retain approved form and submit with invoice for payment.