



Bear Valley
Electric Service
A Division of Golden State Water Company

Request for Proposal
Overhead to Underground Conversion
Engineering Design Services

ISSUED: September 15, 2014

DUE DATE: September 30, 2014 by 5:00pm PST

Introduction

Bear Valley Electric Service (BVES), a division of Golden Water State Company, maintains over 205 miles of overhead and 54 miles of underground electric distribution lines in the San Bernardino Mountains. BVES is currently performing a capital improvement project along Big Bear Boulevard in Big Bear Lake, CA to convert from overhead electrical distribution to underground electrical distribution.

In 1992, the City of Big Bear Lake constructed an underground electrical distribution infrastructure along Big Bear Boulevard but no conversion was executed. This design project is to modify the existing underground electrical distribution infrastructure to meet current code and construction standards for underground electrical distribution systems and to support BVES's current and projected electrical distribution requirements.

For the purpose of this Request for Proposal, the term "Bidder," "Contractor," and "Consultant" will be used interchangeably. The term "Subcontractor" will refer to any entity that the Contractor may engage contractually, directly or indirectly, to perform any portion of the proposed scope of work.

Scope of Work

The successful Bidder will be able to provide engineering design services to complete the overhead to underground conversion of approximately 1.9 miles of 4kV and 34.5kV distribution along Big Bear Boulevard in Big Bear Lake, CA utilizing, to the maximum extent feasible, the existing underground infrastructure that was previously installed (1992) to complete an underground conversion of this utility line.

The design services will be for the remaining two phases (phases 3 and 4) as follows:

- Phase 3: Approximately 1.0 miles along Big Bear Boulevard from Conklin Rd to Fox Farm Avenue.
- Phase 4: Approximately 0.9 miles along Big Bear Boulevard from Fox Farm Avenue to Stanfield Cutoff.

The successful Bidder will be responsible for the following:

Preparing design and construction quality drawings per BVES drafting and design standards for the overhead to underground conversion design of the 4kV distribution, 34.5kV distribution, and all secondary services affected by this project. BVES considered construction standards utilized by Southern California Edison as being acceptable. All design and construction drawings will be construction quality compliant with applicable federal, state and local government regulations. Symbology and any color coding to be utilized should be submitted to BVES for review and approval within the first week of the project start date (see below for project start date definition). Appendix A forwards the current BVES overhead system drawings and the City's

drawings of the existing underground electrical distribution infrastructure. Appendix B forwards a sample of drawings that meet BVES standards. Appendixes A and B are available at <ftp://ext.ftpgswater.com>.

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- Completing all standard calculations including, but not limited to:
 - Conduit fill calculations
 - Pulling tension calculations
 - Secondary voltage drop calculations
 - Secondary flicker calculations
 - Transformer sizing for secondary services
 - Equipment location selection
 - Primary ampacity checks
 - Equipment and parts list
- Providing property services that are intended to be used when easement acquisition for minor property usage may be required to include the following:
 - Title Research and Review.
 - One title report shall be obtained for each parcel from which an easement will be obtained.
 - Title reports will include any existing easement information, to help identify conflicts with proposed utility work.
 - Prepare a title summary report and deliver to BVES.
 - Survey / Legal Descriptions.
 - Survey the proposed easement location and develop legal description for the property area in question.
 - Develop an exhibit (plot map) for each easement based off of project plans to accompany legal description, after BVES negotiations with property owners.
 - Property Staking. Survey the proposed location and mark property lines and other boundaries of interest for design purposes.
- Preparing the traffic control plan with sufficient detail and quality to be submitted to CALTRANS for approval in permitting the actual construction work along Big Bear Boulevard. The plan must be approved by a Professional Engineer (P.E.) registered in California.
- Assigning a Project Manager who keeps in close communication with the designated BVES representatives, Bridgette Burton, Senior Engineering Estimator, and Eric Cardella, Engineering Supervisor.
- Coordinating with other entities performing work along Big Bear Boulevard. For example, the City of Big Bear is installing a sidewalk along Big Bear Boulevard.

- Being ready to commence on the Project Start Date, which will be by phase (phases 3 and 4) and will be subject to all of the following criteria:
 - Contract signed and approved by both parties; and
 - BVES provides written Notice to Proceed to Consultant. Consultant must be ready to commence within two weeks of contract award and Notice to Proceed. Each phase must receive specific Notice to Proceed authorization.

- Completing all of the deliverables (listed below) for each phase of the project (phases 3 and 4) within three months of the project start date as described above (e.g., each phase must be completed within 3 months). Consultant may propose to work phase 3 and 4 simultaneously but will need to obtain BVES's concurrence to this sequence change and provide BVES Consultant's plan to execute.

- Having the following licenses and credentials and/or ensuring any Subcontractors the Consultant utilizes for this project have:
 - California business license.
 - Licensed land surveyor(s) for all property services performed.
 - Professional Engineer (P.E.) registered in California to review and approve (stamp) engineering design work.

The successful Bidder is responsible for providing the following specific deliverables for each phase (phases 3 and 4):

1. Attend kick-off meeting at BVES to include site walk through of both phase 3 and 4 prior to phase 3 work.

2. Submit to BVES for review and approval all proposed symbology and any color coding to be utilized within the first week of the project start date. BVES will provide comments and/or approval as applicable with one week of receipt of proposed symbology and color coding.

Note: All design and construction drawings will be construction quality compliant with applicable federal, state and local government regulations. Appendix B provides sample drawings that meet BVES standards.

3. Submit to BVES 30 percent design review, which will include:
 - a. Meeting at BVES.
 - b. Electronic AutoCAD files compatible with BVES AutoCAD version (AutoCAD 2010) forwarding the 30 percent design and construction drawings including all calculations.
 - c. List of easements that will be required.
 - d. Any requests for information necessary to complete the design.

4. Submit to BVES 90 percent design review, which will include:
 - a. Meeting at BVES.
 - b. Electronic AutoCAD files compatible with BVES AutoCAD version (AutoCAD 2010) forwarding the 90 percent design and construction drawings including all calculations.
 - c. List of easements that will be required.
 - d. Title reports for required easements.
 - e. Draft legal descriptions of the property for required easements.
 - f. Draft exhibits (plot maps) based on project plans to accompany legal descriptions.
 - g. Draft traffic control plan with sufficient detail and quality to be submitted to CALTRANS for approval in permitting the actual construction work along Big Bear Boulevard.
 - h. Any final requests for information necessary to complete the design.

5. Submit to BVES 100 percent design review which will include:
 - a. Conference call.
 - b. Electronic AutoCAD files compatible with BVES AutoCAD version (AutoCAD 2010) forwarding final design and construction drawings including all calculations stamped and approved by a Professional Engineer (P.E.) licensed in the State of California.
 - c. Final list of easements that will be required.
 - d. Title reports for all required easements.
 - e. Final legal descriptions of the property for required easements.
 - f. Final exhibits (plot maps) based on project plans to accompany legal descriptions.
 - g. Final traffic control plan approved and stamped by a Professional Engineer (P.E.) registered in the State of California with sufficient detail and quality to be submitted to CALTRANS for approval in permitting the actual construction work along Big Bear Boulevard.

Pricing

The successful Bidder will provide an all-inclusive (labor, design tools, travel and expenses, materials, fees, etc.) firm fixed price for each phase (phases 3 and 4) of the project to accomplish the scope of work specified above. The prices in Bidder's proposal will be valid for 90 days from the date of issue.

Activity	Firm Fixed Price
Phase 3: Approximately 1.0 miles along Big Bear Boulevard from Conklin Rd to Fox Farm Avenue.	
Phase 4: Approximately 0.9 miles along Big Bear Boulevard from Fox Farm Avenue to Stanfield Cutoff.	

Along with the above pricing information, Bidder will provide the following:

- Proposed notional schedule for each phase (assume a start date of October 15, 2014).
- Proposed Project Team members and their resumes.
- Bidder's recent experience in performing similar projects. Providing specific client references would be looked upon favorably.

Appendix A forwards technical information that will assist bidder in assessing the scope of work.

Payment schedule will be as follows for each phase (phases 3 and 4):

- 10 percent upon award of contract and notice to proceed.
- 30 percent upon satisfactory completion of 30 percent design review deliverables.
- 30 percent upon satisfactory completion of 90 percent design review deliverables.
- 30 percent upon satisfactory completion of the final design deliverables.

Terms and Conditions

Terms and Conditions will be per the Golden State Water Company General Conditions for Major Construction/Major Maintenance Work (February 14, 2008 rev) available in Appendix C to this Request for Proposal. Any exceptions should be clearly noted by the Bidder in the bid submission.

If the Bidder contemplates or intends to utilize subcontractors for any part of the scope of work, the bidder should state so in the bid proposal and list the applicable subcontractors with applicable contact information. It should be noted that the bidder is responsible for ensuring any subcontractors are fully compliant with the Golden State Water Company General Conditions for Major Construction/Major Maintenance Work (February 14, 2008 rev).

Qualification

The successful Bidder will submit with the bid proposal a fully completed Golden State Water Company Qualification Application (for Contractors, Consultants and Vendors) (rev.02/17/2012) including requested attachments (e.g., contractor licenses, business certifications, applicable insurance certificates, workers compensation certificate, etc.). The application is available in Appendix D to this Request for Proposal. Additionally, the Bidder will submit a completed IRS Form W-9 (Rev. December 2011).

Note that the Bidder's Certificate of Insurance must include the following as additional insured and certificate holder:

AMERICAN STATES WATER COMPANY
GOLDEN STATE WATER COMPANY
BEAR VALLEY ELECTRIC SERVICE
630 E FOOTHILL BLVD
SAN DIMAS, CA 91773

The successful Bidder will clearly identify its past experience in performing the requested "Scope of Work" identified above including specific projects, scope of work performed and dates.

Bid Questions and Submission

All bid questions and requests for clarification will be sent in writing to the following email address: rfp@bves.com. Questions must be received by September 22, 2014 5:00 pm PST to be considered and responses will be provided by September 24, 2014.

Administrative type questions may be address to:

- Paul Marconi (Operations & Planning Manager) – (909) 866-4678 ext. 151
- Eric Cardella (Engineering Supervisor) – (909) 866-4678 ext. 140
- Carol Harris (Senior Account Analyst) – (909) 866-4678 ext. 194

All bid submissions will be submitted in writing and sent to the following address:

Mail – BVES

Attention: Carol Harris
P.O. Box 1547
Big Bear Lake, CA 92315

Drop-Off (in sealed envelope) at – BVES Office, Attention: Carol Harris, 42020 Garstin Dr., Big Bear Lake, CA 92315

**WRITTEN BID PROPOSALS MUST BE
SUBMITTED BY
September 30, 2014 by 5:00 p.m. PST**

Company Background

Bear Valley Electric Service (BVES), a division of Golden Water State Company, has served the Big Bear Valley since 1929. BVES provides power to approximately 23,300 customers, of which approximately 21,900 are residential customers and approximately 1,400 are commercial, industrial, or public-authority customers in its services area, which includes: City of Big Bear Lake, Big Bear City, Fawnskin, Erwin Lake, Moonridge,

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Sugarloaf, Lake Williams, and Baldwin Lake. BVES is located at 42020 Garstin Dr. Big Bear Lake, California.

We **Value** the following:

- **Integrity** - Building trust through honest communication and doing what is right
- **Teamwork** - Maximizing efficiency through collaboration and individual strengths
- **Respect** - Valuing diversity and treating all stakeholders with fairness
- **Excellence in Service** - Striving for excellence and quality in everything we do
- **Accountability** - Taking ownership of one's actions

We expect the successful bidder shares our values.



Paul Marconi
Operations and Planning Manager

cc: Eric Cardella, Engineering and Planning Supervisor
Bridgette Burton, Senior Engineering Supervisor
Rick Pautz, Accounting Supervisor
Carol Harris, Senior Account Analyst
Operations Superintendent

APPENDIX A

**GOLDEN STATE WATER COMPANY
SUPPORTING PROJECT TECHNICAL INFORMATION**

Available at:

<ftp://ext.ftpgswater.com>.

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APPENDIX B

**GOLDEN STATE WATER COMPANY
SAMPLE BVES DRAWINGS**

Available at:

**<ftp://ext.ftpgswater.com>.
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Password is BVEPwD!3**

APPENDIX C

**GOLDEN STATE WATER COMPANY
GENERAL CONDITIONS FOR MAJOR CONSTRUCTION/MAJOR MAINTENANCE
WORK**



Golden State Water Company

A Subsidiary of American States Water Company

BEAR VALLEY ELECTRIC SERVICE
A DIVISION OF GOLDEN STATE WATER COMPANY

**GENERAL CONDITIONS FOR
MAJOR CONSTRUCTION/MAJOR MAINTENANCE WORK**

Reviewed and Accepted by: _____
Signature Date

Golden State Water Company's procurement practices are governed by its Parent Company's (American States Water Company) Code of Conduct. The Code of Conduct may be found at www.aswater.com.

Contractor initials: _____

**GOLDEN STATE WATER COMPANY
GENERAL CONDITIONS FOR
MAJOR CONSTRUCTION/MAJOR MAINTENANCE WORK**

SECTION 1 - CONTRACTED WORK:

1.1 Definitions:

1.1.1 Company: Whenever the word "Company" or alternatively, "GSWC" OR BVES" is used in these General Conditions, it shall be understood to mean Bear Valley Electric Service, a division of Golden State Water Company, and acting by and through its Authorized GSWC Representative.

1.1.2 Contractor: The word "Contractor" shall be understood to mean a Contractor who has completed the Company's "Contractor Questionnaire"; has on file with the Company, a current fee schedule approved by the Company; has, when applicable, a current California State Contractor's License of appropriate class to do the work for which it is contracted to do as defined in the *California Contractor's License Law and Reference Book*; has, when applicable, a current business licenses to perform the work from the local jurisdiction where the work is to be performed; has been approved by the Company; and is employed through the Company's General Contract documents to complete the scope of work contained therein in accordance with the Company's "TECHNICAL SPECIFICATIONS", "STANDARD DRAWINGS" and "EQUIVALENT MATERIALS LIST".

1.1.3 Contract or Specifications: Wherever used herein, the term "*Contract*" or "*Specifications*" shall mean the Golden State Water Company "**General Contract**" (Form 470.1), these **General Conditions**, the appropriate form of bid document indicated in Section 1 of the General Contract (as completed by Contractor and modified by Contractor and the Company), any documents indicated in Section 2 of the General Contract, and any other documents incorporated into the Contract by reference. All of the foregoing documents shall together form the agreement between Contractor and the Company, and a reference to any of them shall be deemed to include the entire Contract which shall be read as a whole.

The Contract, which may be supplemented from time to time with additional accepted bids and/or revised contract documents, represents the entire and integrated agreement of the parties and supersedes all prior negotiations, agreements and understandings.

1.1.4 Agreements and Forms for Performance of Work: The work furnished by the Contractor is to be provided under GSWC's General Contract documents further defined as these **General Conditions** plus the one page General Contract form plus one of the following:

1.1.4.1 "Individual Work Scope Agreement" (Form 485.1) for work limited to one project..

1.1.4.2 "General Category Work Agreement" (Form 486.1) for a general category of work such as emergency main repairs, covering a specified duration such as a year where individual jobs are defined and authorized by separate "**Task Orders**" (Form 484.1), and which are issued and controlled by the Authorized Company Representative authorized in the body of the General Category Work Agreement.

Contractor initials: _____

1.1.4.3 "Term Contracts," as specified on the **"General Contract Continuation Sheet"**

(Form 470.1 CON) for known repetitive work at a set price such as quarterly maintenance of heating/air conditioning system covering a specified period of time such as one year.

Note: Term Contracts are normally used in association with "Minor Construction/Minor Maintenance Service Work" for work such as daily/weekly janitorial services.

1.2 Use of Task Orders: Where Task Orders are specified, and following execution by both the Contractor and Authorized Company Representative, the Task Order shall become a supplement to a General Category Work Agreement, provided, however, that no Task Order or combination of Task Orders cumulatively nor individually shall exceed the authorized dollar value stated under Article 6 of the General Contract form, without the Contractor first receiving from the Company a duly issued Contract Change Order authorizing such additional expenditures. **NOTE: (1)** The BVES / GSWC Contracting Agent named on the bottom of the General Contract form or, Contracting Agent's designee, so named in writing (collectively the "Contracting Agent"), are the only parties authorized to issue Contract Change Orders for GSWC **(2)** The Authorized BVES / GSWC Representative named on the top of the General Contract form or the Authorized Representative's designee are authorized to release Task Orders or addendum to previously issued Task Orders. The Authorized Representative's signature (or Designee's) shall also be required where indicated at the bottom of each individual Task Order for such Task Order to be effective against GSWC

1.3 Extra Work - Lump Sum and Cost Plus:

1.3.1 Changes in the Work: The Company reserves the right at any time during the progress of the work to require the Contractor to do extra work or to make changes involving more or less labor, material or equipment than is contemplated in the Contract.

1.3.2 Approval of Changes in the Work: Charges resulting from extra work will not be approved without submittal of daily reports signed by the Contractor and countersigned by the **Company** Inspector, or alternatively, where no Inspector is assigned, the Authorized BVES / GSWC Representative. Such approval shall be **prior** to performance. The Company will not be obligated to pay for extra work performed without the Company's prior written consent. Extra work shall be in general compliance with the *"Standard Specifications for Public Works Construction, Section 3-3"*, current edition, except as noted herein.

1.3.3 Charges for Extra Work:

1.3.3.1 Extra Work Where No Unit Rates Exist: Extra work where no unit rate exists in the Contract shall be billed at hourly rates from the Contractor's approved fees for labor and equipment plus a maximum of 20% combined for overhead and profit. Material shall be at cost (unless item specifically identified and approved in Contractor's fee schedule) plus a maximum of 20% for combined overhead and profit.

1.3.3.2 Changes of 25% or Less of Original Unit Quantity: If the change required affects an item of work covered by a contract unit price and the charge does not produce a net change in the original item unit quantity in excess of 25%, then such work shall be performed at the contract unit price.

Contractor initials: _____

1.3.3.3 Changes More Than 25% of Original Unit Quantity: All change work in excess of 25%, but for which a unit price is shown in the contract, shall be performed on a cost plus basis or at a price agreed on by the Company and the Contractor which shall not exceed the contract unit price. The Company shall order such additional work in writing confirming negotiated pricing as agreed upon with the Contractor.

1.3.3.4 Changes Not Covered by an Original Unit Price: Change work not covered by a unit price incorporated in the contract shall be performed on a firm price quoted by the Contractor and accepted by the Company prior to proceeding with such change work. At the Company's option, the Contractor shall proceed with change work on a cost plus or a cost plus to a guaranteed maximum basis. Such cost plus work shall be in accordance with rates per 1.3.3.1 above.

1.3.3.5 Supporting Documents: When either of the two cost plus methods per Section 1.3.3.4 are directed, all cost shall be substantiated by verifiable Contractor time sheets; rental and material receipts as applicable. **No increase cost consideration shall be given to change work if the Contractor's invoice for same is not received by the Company's Inspector when assigned, or alternatively, the Authorized BVES / GSWC Representative so named in the General Contract or alternatively, Task Order, within thirty (30) days from the date of completion of such work.**

1.3.3.6 Change at the Request of the Contractor: Changes which are reasonably permissible may be made to facilitate the work of the Contractor, subject to prior written approval by the Company. Any such change shall be without additional cost to the Company.

SECTION 2 - PAYMENT TO CONTRACTOR:

2.1 Consideration for Work Performed: As full consideration for providing work to BVES / GSWC under Contract Agreements, BVES / GSWC shall pay the Contractor in accordance with the following:

2.1.1 GSWC Pipeline Requisitions or Alternatively, Individual Work Scope Agreements: Invoices submitted and approved by GSWC for work completed, which are consistent with the specified lump sum amount and/or fee schedule incorporated in the Contract, or alternatively, on file with the Company. **NOTE:** For all work other than lump sum work, including fee schedules applicable to Change Order work, the Contractor shall include required supporting documents as described in Subsection 1.3.3.5 of Extra Work.

OR

2.1.2 General Category Work Agreements: Invoices submitted and approved by GSWC for work completed, which are consistent with the lump sum amount indicated on individual Task Orders, or alternatively, the fee schedule attached to or incorporated in the General Category Work Agreement. **NOTE:** For all work other than lump sum work, including fee schedules applicable to Addendum, the Contractor shall include required supporting documents as described in Subsection 1.3.3.5 of Extra Work.

OR

Contractor initials: _____

2.1.3 Term Contracts: Invoices submitted and approved by GSWC for work completed, which are consistent with the routine repetitive amounts specified for such work as indicated in the body of the Term Contract and stated on the General Contract Continuation Sheet or alternatively, the fee schedule attached thereto and incorporated therein and made part of such Term Contract. Charges for supplies (such as filters installed) provided as part of the Term Contract shall have unit prices specified on the General Contract Continuation Sheet or Fee Schedule indicated immediately above. Incidental items with no pre-established unit pricing shall be priced in accordance with Subsection 1.3.3.1 of Extra Work.

2.2 Invoicing Requirements:

2.2.1 Invoice Information Encoded on Invoice: The Contractor shall provide its original invoices referencing the General Contract number and, if applicable, the Task Order Number, and accompanied by any required supporting documents including but not limited to those applicable requirements per Sections 1.3.3.5. and 2.2.2. If Contractor's invoice is for progress payment, then the invoice shall indicate "1st, 2nd, 3rd etc." progress payment request and shall further indicate the total amounts of previous progress payments **paid** including any differential from the amount **requested** for **each** progress invoice previously submitted. If no payment has been made on a previously submitted progress invoice, Contractor shall make reference to such invoice number, date and amount not paid.

2.2.2 Releases: Releases are required for all work unless expressly exempted in writing by the Company's designee so named in writing. As a condition of payment, Contractor agrees to provide for each job, a list including **all** subcontractor's, suppliers or others, who have provided goods and services for work performed. All releases and each list must reference (i) the General Contract Number and when used, the Task Order Number and (ii) for invoices only, the Contractor's Invoice Number and Invoice Date. Contractor shall send such lists and releases to Golden State Water Company at the letterhead address shown on the enclosed transmittal.

2.2.2.1 Contractor's Release: Together with each invoice, the Contractor shall provide a "Conditional Waiver and Release Upon Progress Payment" for the full amount of such progress invoice request, together with an "Unconditional Waiver and Release Upon Progress Payment" for all previously received progress Payments. The release shall be a "Conditional Waiver and Release Upon Final Payment" for the final invoice request.

2.2.2.2 Subcontractor's and/or Supplier's Release: The Contractor shall, with each of its invoice requests, provide to the Company, releases from all Subcontractors or Suppliers used by the Contractor in the performance of its work. The required release is an "Unconditional Waiver and Release Upon Progress Payment" for progress billings and an "Unconditional Waiver and Release Upon Final Payment" for final billings.

NOTE: Wording for all Releases referenced under 2.2.2.1 and 2.2.2.2 above shall be per "California Civil Code, Section 3262".

2.2.3 Invoice Separation: Separate invoices must be provided for each Contract Agreement or Task Order. Invoices for "Change Order" or "Addendum" work shall be submitted **separately** from "Original Scope" work. Contractor shall list separately, each unit as per

Contractor initials: _____

the line item breakdown on Pipeline Requisitions and where unit rates are specified in all other Contract Agreements.

2.2. Invoice Submittal: The Contractor shall submit its invoice to **Bear Valley Electric Service, Attention Accounts Payable Department, 630 E. Foothill Blvd., San Dimas, CA 91773.**

2.2.6 Invoice Review:

2.2.6.1 Invoice Review (Other Than Pipeline Requisitions): Upon completion of the job, the Contractor's Representative, together with the Authorized GSWC Representative shall inspect the work for compliance and record any required changes and or deficiencies requiring further work. For major work corrections, the invoice may be held in total. For lesser deficiencies, the amount to be withheld shall be equal to the percentage of the work requiring corrections plus retention.

2.3 Payment to Contractor:

2.3.1 Terms of Payment:

2.3.1.1 Progress Payments: Progress payments, less any retention, will be made within thirty (30) days following approval and subject to and in accordance with the terms and conditions of these General Conditions.

2.3.1.2 Final Payments: Final payments, less any retention, will be made within thirty (30) days following approval and subject to and in accordance with the terms and conditions of these General Conditions.

Any retention withheld will be paid within thirty (30) days following correction and/or compliance with the cause for such retention being withheld.

2.3.2 Right of the Company to Withhold Payments: In accepting work with the Company, the Contractor agrees the Company may withhold or cancel the whole or any part of any partial payment or final payment to such an extent as may be reasonably necessary to protect the Company from loss due to, but not limited to, any one of the following items or a combination of the items:

2.3.2.1 Defective Work: Defective work not remedied, regardless of when any such work may be found to be defective.

2.3.2.2 Claims or Liens: Claims or liens filed or reasonable evidence indicating probable filing of claims or liens.

2.3.2.3 Failure of Contractor to Pay for Goods or Services: Failure of the Contractor to make payments promptly for labor, material, equipment or other facilities, or to subcontractors.

2.3.2.4 Ability of Contractor to Complete for Unearned Balance: A reasonable that work can be completed for the balance unearned.

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2.3.2.5 Damage to Other Work or Property: Damage to other work or property which is caused either directly or indirectly by the Contractor.

2.3.2.6 Pending Notice of Completion: The Company may have a "Notice of Completion" published and withhold final payment pending the outcome of the discovery period and subject to all other applicable provisions of these General Conditions.

2.3.2.7 Settlement of Back Charges: Settlement of back charges resulting from bonafide claims on totally unrelated work awarded to the Contractor using otherwise unencumbered funds available from current contracted work.

2.3.2.8 Provision of Listing of Subcontractors and Suppliers: Payment may be withheld until Contractor has provided a list of all subcontractors', suppliers or others, who have provided goods and services for work performed, including reasonable time for Company to verify Contractor's payment to same.

Whenever the Company shall, in accordance herewith, withhold any monies otherwise due to the Contractor, written notice of the amount withheld and the reasons thereof shall be given the Contractor. Once the Contractor has removed the grounds for such withholding, the Company will promptly pay to the Contractor any amounts owed to Contractor from the amount withheld.

2.4 Notices: All notices, invoices and payments shall be made in writing and may be given by personal delivery or by mail. Notices, invoices and payments sent by United States mail shall be addressed to the designated BVES / GSWC and Contractor Authorized Representatives, as applicable, as indicated on the General Contract and mailed to BVES. c/o GSWC A/P Department, 630 E. Foothill Blvd., San Dimas, CA 91773. When so addressed, all such notices, invoices and payments shall be deemed given upon two days following deposit in the United States mail, all postage prepaid. In all other instances, notices, invoices, and payments shall be deemed given at the time of actual receipt.

SECTION 3 - MISCELLANEOUS:

3.1 Insurance:

3.1.1 Insurance Obligations: The Contractor shall purchase and maintain such insurance as will protect it from claims under Workers' Compensation benefit acts and other employee benefit acts; from claims for damages because of bodily injury, including death; and from claims for damages to property which may arise out of or result from the Contractor's operations under this contract, whether such operations be by itself or by any subcontractor or anyone directly or indirectly employed by the Contractor or subcontractor. The liability insurance shall cover bodily injury and property damage, and shall include contractual liability insurance as applicable to the Contractor's obligations under Sections 3.1.3, 3.1.5, and 4.1 of these General Conditions.

3.1.2 Additional Insureds: American States Water Company, Golden State Water Company Bear Valley Electric Service / Golden State Water Company shall be shown as an additional named on the policies described in Sections 3.1.3.1 and 3.1.3.2. Further, American States Water Company, Golden State Water Company Bear Valley Electric

Contractor initials: _____

Service / Golden State Water Company shall be provided a certificate of insurance and shall be shown as the "Certificate Holder" for all policies required by Section 3.1.3 and such certificates shall be provided to GSWC regional office. NOTE: No Contract shall be awarded or work shall proceed without such current insurance certificates indicated under Section 3.1.3, being on file with GSWC's regional office. Additional Insured and Certificate Holder matters must be completed in strict conformance with above instructions. Failure to submit as indicated will delay all proceedings until supplied as requested. Contractor shall, upon request, provide to GSWC a copy of that portion or portions of its insurance policies required hereby and any limitations or exclusions applicable to the "additional insured".

3.1.3 Insurance Limits: Contractor's coverage shall provide the following limits or, if greater, their policy limits, at all time while work for BVES / GSWC is underway:

3.1.3.1 General Liability

General Aggregate:	\$2,000,000
Products-Completed Operations:	\$2,000,000
Personal & Advertising Injury:	\$1,000,000
Each Occurrence:	\$1,000,000

3.1.3.2 Auto Liability

3.1.3.2.1 - Company-owned Vehicles - Combined Single Limit: (any auto)	\$1,000,000
or alternatively	
3.1.3.2.2 - Hired & non-owned - Combined Single Limit (any auto)	\$1,000,000
3.1.3.2.3 - (applicable to hazardous material suppliers): Company-owned Vehicles- Combined Single Limit: (any auto)	\$5,000,000
(\$1,000,000 primary and \$4,000,000 in excess liability)	

3.1.3.3 Workers' Compensation Statutory

3.1.3.4 Employers' Liability

Each Accident:	\$1,000,000
Disease - Policy Limit:	\$1,000,000
Disease - Each Employee:	\$1,000,000

3.1.4 Increase in Insurance Limits: The Company reserves the right from time to time or at any time to increase the limits specified in Section 3.1.3 on an overall basis or project basis. Should such action be undertaken during the course of existing work, then the Contractor shall be eligible for additional compensation commensurate with any cost increase incurred for such additional coverage for the duration of existing work then under contract.

3.1.5 Qualified Insurers: Contractor shall only provide coverage from insurers admitted in the State of California with a minimum A.M. Best, rating of A+V.

Contractor initials: _____

- 3.1.6 Alternative Automobile Liability Insurance:** If Contractor does not provide company-owned vehicles, Contractor shall provide GSWC with a statement, Form Number 494.1, Statement of Hired and Non-owned Vehicles. This statement and alternative insurance certificate per 3.1.3.2.2 above shall be provided per 3.1.2 in the manner provided for Certificates of Insurance.
- 3.1.7 Notices of Insurance Cancellation:** Contractor's insurer/s must agree to provide at least thirty (30) days advance notification of cancellation, reduction or adverse change to the limits, coverages, exclusions or other material provisions potentially affecting Bear Valley Electric Service, a division of Golden State Water Company. Any such cancellation, reduction or change, if not otherwise agreed to in writing, shall permit GSWC to terminate pursuant to Section 5.2 such Contracts affected by such cancellation, reduction or change.
- 3.1.8 Additional XCU Coverage:** The General Liability coverage, Section 3.1.3.1, shall include an explosion, collapse and underground endorsement ("XCU" coverage). XCU coverage may be deleted by the Company's designee so named in writing for contractors not involved in excavation work. Additional insurance required for railroad crossings shall be provide by the Contractor at no cost to the Company.
- 3.2 Proof of Financial Responsibility:** All suppliers and/or carriers hired or used by Contractor or GSWC (including, without limitation, suppliers and/or carriers of hazardous materials) shall provide GSWC with proof of financial responsibility in accordance with all applicable law, including, without limitation, the Federal Motor Carrier Act of 1980, as amended, the rules and regulations of the Federal Interstate Commerce Commission and applicable state law.
- 3.3 Notice of Accident:** In the event of damage to any property or bodily injury to any person, the Contractor's Representative will provide immediate verbal notification (to be followed by a detailed written report thereon within forty-eight (48) hours) to the GSWC Inspector when assigned, or alternatively, to the Authorized GSWC Representative named in the Contract Agreement, or alternatively, Task Order.
- 3.4 Contract Surety:** Upon acceptance of this Contract, the Contractor may be required to furnish a Payment and Performance bond in an amount equal to at least one hundred percent of the contract price as surety for the faithful performance of the Contract and as security for the payment to all persons performing labor and furnishing material in connection with the Contract. The Payment and Performance bond shall be considered waived unless specifically requested by the Company in writing.
- 3.5 Permits:** All necessary permits or similar authorizations required for this construction as per the "Construction-Issued" Plans for such work will be obtained by the Company unless otherwise stated. Copies of all permits will be furnished to the Contractor. Bonds that may be required to obtain the permits shall be furnished by the Contractor. Contractor shall maintain a copy of such permits with the Crew installing the work.
- 3.6 Materials and Workmanship:** All materials furnished and all work done shall be in accordance with the Contract Agreement, or alternatively, Task Order, including as applicable, Company Specifications, Company Standard Drawings and Company's Equivalent Materials List. All work shall be done in a thorough, workmanlike manner by workers skilled in their various trades. Material and workmanship shall conform to the best commercial practice for the type of work in question, unless otherwise specifically set forth in the Contract. The Contractor warrants his workmanship for two years, except paving which is one year.

Contractor initials: _____

3.7 Shut Downs and Shut Down Fees: For all shut-downs, a forty-eight (48) hour minimum advance notice must be given by the Contractor to the Company at the address indicated on the bid sheet. All shut-downs must be made by Company personnel. The Company will charge the Contractor a shut-down fee when the Contractor works overtime or on weekends for its own convenience. The Company shut-down fee will be \$100 per day or actual time and material cost incurred by the Company, which ever is greater. The Contractor must have prior approval for such shut-downs from the Company's designee so named in writing.

3.8 Traffic Control and Safety Regulations: Contractor assumes the responsibility to observe all applicable federal, state and local laws, regulations and guidelines in the performance of its work, including without limitation the regulations established by O.S.H.A. and the Work Area Traffic Control Handbook, current edition (Los Angeles: Building News, Inc.) and to perform all work in a safe and prudent manner. Without in any way limiting that responsibility or assuming responsibility for safety, GSWC is particularly concerned that the following rules are strictly observed:

1. A supervisor shall be present at all times to insure that all personnel at the job site perform in accordance with all applicable safety requirements; and
2. All personnel at the job site shall be properly equipped and attired, including an approved hard hat, protective eye wear, orange safety vest and appropriate breathing apparatus as may be required for protection from paint fumes; and
3. Safety/Warning Signs shall be placed around the perimeter of the work area. Work performed in streets shall have safety devices in place in accordance with the Work Area Traffic Control Handbook and other applicable governmental rules and regulations.

The foregoing in no way limits the obligation of the Contractor to assume full responsibility for the observance of all applicable safety and occupational health rules and regulations.

3.9 Pre-Construction Meeting: When the cost of the jobs exceeds \$10,000, or otherwise when directed in writing by the Company, the Contractor shall arrange for a pre-construction meeting to be held at the job site or other suitable location. It shall be the Contractor's responsibility to notify all utilities and agencies maintaining facilities or having jurisdiction within the area of work as well as the Company's Inspector when assigned, or alternative, the assigned Authorized GSWC Representative.

3.10 Scheduling of Work: Prior to the start of any work, the Contractor shall upon request submit its proposed construction schedule in the form of a tabulation, chart, graph or as otherwise reasonably requested in sufficient detail to show the chronological relationship of all activities of the project, including the estimated number of working days for each phase when more than one phase is involved.

3.11 Notice to Start Work:

3.11.1 Scheduled Start Date: The Contractor, in accepting individual contracts, agrees to start the work within ten (10) working days after receipt of contract and verbal request from the Authorized GSWC Representative named on page one of the Company's General Contract to start the work, or alternatively, on the date as indicated by the Company as a condition of award in its original bid request and further included in its General Contract.

Contractor initials: _____

Failure of Contractor to start the work in accordance with the provisions of this Article shall be grounds for termination pursuant to Article 5.1 of these General Conditions.

3.11.2 Change to Previously Scheduled Start Dates: The Company reserves the right to determine the sequence by which jobs are to be performed when the Contractor has been awarded more than one job with the Company. In the event of scheduling conflicts where more than one Company entity is involved, the Company's Director of Operations Support shall determine the priority. The Company further reserves the right to adjust the order of priority for its convenience at no additional cost to the Company where the Contractor has not yet commenced mobilization of a previously scheduled job.

3.12 Supervision of Work: The Contractor shall provide the Authorized GSWC Representative named on page 1 (one) of the Company's General Contract with the name of the supervisor responsible for the work. Such notification shall be provided a minimum of two (2) working days in advance of the scheduled start date. The Contractor shall assure that all work performed for the Company is at all times supervised and staffed by qualified personnel thoroughly equipped and trained in the skills required to fulfill the work, and that such employees and agents will, at all times, comply with all applicable laws, ordinances and regulations (including, without limitation, all safety regulations, applicable to persons at a project site) that may in any manner apply to the performance of its work. The Contractor assumes all liability for loss, damage or injury to the person or property of itself and its owners, officers, agents and employees.

3.13 Protection of Work and Clean Up: Until the final completion of the work and acceptance thereof by the Company, the Contractor shall care for and maintain all areas affected by its construction. The Contractor shall properly remove all debris, rubbish, and spoils from the site of the work after its completion and prior to acceptance thereof by the Company.

The Contractor shall immediately remove any item posing a safety hazard and at the end of each working day remove or otherwise move from view all items presenting an untidy appearance.

All landscaping must be restored to its original condition and to the satisfaction of the Company. Potentially sensitive situations should be video taped by Contractor prior to commencement of the work.

Dust control shall be maintained as specified in Section 7-8 of the "*Standard Specifications for Public Works Construction*", current edition.

3.14 Company Inspection Fees: The Company will charge the Contractor an inspection fee only when the Contractor, for its own convenience, elects to work under the following conditions:

3.14.1 Work in Excess of Eight Hours: Work in excess of eight hours on a normal work day or to start work on the normal work day prior to 7:00 am or to complete work on a normal work day after 5:00 p.m.

3.14.2 Work on Weekends:

3.14.3 Work on Holidays: Work on Holidays observed by the Company. Such holiday list for the current year will be supplied by the Company upon request.

Contractor initials: _____

Such inspection fee charges shall be limited to the applicable overtime portion added to the Inspector's, or alternatively, Authorized GSWC Representative's base salary.

NOTE: Inspection request for weekends and holidays must be received in writing by Authorized GSWC Representative named in the Contract Agreement, or alternatively Task Order.

3.15 Headings: The headings preceding the text of these General Conditions are intended solely for convenience of reference and shall not constitute a part of the Contract Agreements nor shall they affect the meaning or construction of the Contract Agreements, including these General Conditions.

SECTION 4 - LEGAL RELATIONS:

4.1 Indemnity Agreement: For a period of three (3) years after completion of work, the Contractor shall indemnify, defend and hold harmless Bear Valley Electric Service / Golden State Water Company and its agents and employees from and against all claims, damages, liabilities, costs, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss or use resulting there from; and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified thereunder. In any and all claims against Bear Valley Electric Service / Golden State Water Company, its agents or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or any subcontractor, or anyone for whose acts the Contractor, anyone under its employ, or any subcontractor may be liable, the indemnification obligation hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation acts, disability benefit acts or other employee benefit acts.

4.2 Liens

4.2.1 Indemnity: The Contractor shall indemnify and agree to hold the Company harmless against any and all mechanics or similar liens and lawsuits based upon or arising out of any work performed hereunder.

4.2.2 Removal of Liens: Within ten days after demand of the Company, the Contractor shall cause to be removed, either by payment or bonding or otherwise, any claims of mechanics lien filed against the project. If the Contractor fails to do so within such period, the Company may do so at the Contractor's expense.

4.3 Loss or Damage:

4.3.1 Notification of Underground Service Alert: The contractor shall contact the Underground Service Alert of Southern California at 1-800-422-4133 at least two (2) working days prior to commencing any digging operations to determine the location of any existing underground utilities.

Contractor initials: _____

4.3.2 Damage to Property: The Contractor shall assume the risk of all loss of or damage to property or materials during the progress of said work. The Contractor shall not disturb the facilities of other utilities or other underground structures, and it shall be liable for damages caused by its operations. Where such information is available, some effort has been made to designate the approximate location and kind of known substructures as shown on the plans, but this shall not relieve the Contractor of its responsibility to protect any and all utility lines, shown or not shown on the plan, during the performance of its work under this Contract. The Contractor shall provide a minimum of forty-eight (48) hours notice of intent to start work to those agencies having substructures in or jurisdiction over the construction area including but not necessarily limited to Underground Service Alert.

4.3.3 Coordination of Work: The Contractor shall be responsible to plan and coordinate its work with other contractors working in the same project area. Loss or damage resulting from a failure to so plan or coordinate shall be the Contractor's sole responsibility.

4.3.4 Pre-inspection of Site: It shall be the Contractor's responsibility to ascertain the existence of any conditions affecting the work which would have been disclosed by reasonable examination of the site. The Contractor shall, upon discovering any conditions not indicated on the plans, immediately bring them to the attention of the Company's assigned representative.

4.3.5 Location of Connections: The Contractor shall, unless instructed to the contrary by the Company, excavate and expose existing Company facilities at all locations where a connection (tie-in) is to be made, as shown on the plans, and shall verify that such conditions are as indicated on the plan prior to requesting a shutdown of existing mains. The Contractor shall field locate points of connection or tie-in when not designated on the plan. Forty-eight (48) hours advance notification is required. Conditions differing from those indicate on the plan and requiring additional material, or material with different dimensions, shall be brought to the attention of the Company's assigned representative immediately.

4.3.6 Failure to Verify Existing Locations: Any additional expenses incurred by the Contractor as a result of failure to verify existing conditions shall be considered its expense solely and will not be reimbursed by the Company.

4.4 Subcontracting and Assignments:

4.4.1 Pre-approval by Company: None of this work may be delegated or subcontracted without written consent of the Company. The successful bidder shall not assign its work or any of its rights hereunder to another contractor. The Company may require written documentation of qualifications and references for any subcontractor being considered for Company approval to perform any part of any work under this Contract.

4.4.2 Compliance of Subcontractor and Assignees: The General Contract shall bind Contractor's subcontractors, successors and assigns, and that Contractor shall cause its employee, agents, and subcontractors to comply with all requirements of the General Contract and these General Conditions.

Contractor initials: _____

SECTION 5 - TERMINATION OF CONTRACT AGREEMENTS:

5.1 Termination Resulting from Delays by Contractor: If the Company determines that the Contractor is not diligently pursuing the work, the Company will so notify the Contractor in writing, specifying what steps need to be taken to correct the situation. The additional cost to the Contractor in rectifying the situation, if any, shall be its sole cost and responsibility. Failure by the Contractor to take the necessary steps to commence the work within 15 calendar days of notice to proceed or to diligently complete the work may result in cancellation of the remaining work. Any additional cost to the Company due to such cancellation of work shall be the Contractor's responsibility, and no further payment if any will be made by the Company until all cost are determined.

5.2 Termination Resulting From Default by Contractor: When, in the opinion of the Company, the Contractor is not performing its obligations in accordance with the Contract, or has become insolvent, or has subcontracted work without the written approval of the Company, the Contract may be canceled. In the event of cancellation, the Contractor shall be paid for the actual amount of work completed less any damages or expense incurred by the Company as a result of such cancellation. If the Company's damages or expenses so incurred exceed amounts due to Contractor, Contractor shall pay the Company the difference upon demand. Payment for actual work completed will be based on bid prices or fractions thereof and field evaluation of work completed. The Company will not be held liable for damages to the Contractor resulting from cancellation for the reasons set forth above. The Contractor shall be notified in writing specifying the reasons for cancellation, and notice shall be served upon the Surety when appropriate.

SECTION 6 - ENTIRE AGREEMENT:

6.1 Entire Understanding: These General Conditions and the provisions and specifications contained in the General Contract form; GSWC Pipeline Requisition; Individual Work Scope Agreements; Term Contracts, and General Category Work Agreements, including awarded Task Orders thereto, and including attachments incorporated in such agreements by reference, represent the entire understanding for such Contract Agreements between the Company and Contractor and any negotiations, proposals or oral agreements are intended to be integrated in such agreements and to be superseded by such Contract Agreements. By executing the one-page General Contract form, Contractor waives all provisions of any printed form of agreement supplied or prepared by it that might otherwise be incorporated into a Contract Agreement, to the extent any such document is inconsistent with these General Conditions, excepting as noted under Section 6.2.3 below.

6.1.1 Change Orders: Any supplements or changes to the Contract Agreements for GSWC Pipeline Requisitions, Individual Work Scope Agreements, Term Contracts or General Category Work Agreements and these General Conditions shall be in writing and presented in the form of a **Change Order** issued as set forth in Section 1.2 above.

6.1.2 Addendum: Any supplements or changes to individual Task Orders shall be in writing and presented in the form of an addendum issued as set forth in Section 1.2 above.

6.1.3 Consummation of Change Orders and Addenda: Such Change Orders and Addenda executed as described in 6.1.1 and 6.1.2 shall be effective when thereafter signed by the Contractor's Authorized Representative.

Contractor initials: _____

6.2 Omissions and Conflicts:

6.2.1 General Conditions and Contract: Where conflicts exist between these General Conditions and the General Contract, then the information in the General Contract shall take precedence.

6.2.2 Plans and General Conditions: Where conflicts exist between the Company Contract and the Plan, then the information in the Contract shall take precedence.

6.2.3 Performance of Work: Where conflicts or omissions arise involving performance of work by the Contractor under the Company's Technical Specifications, then the following priority shall be observed:

- a. Requirements of federal, state, county and local law.
- b. Golden State Water Company Construction documents.
- c. Standard Specifications for Public Works Construction.
- d. Standards of the American Water Works Association.

SECTION 7 - ARBITRATION:

7.1 Basis for Settling Disputes and Disagreements: Any dispute or disagreement arising between Contractor and Company in connection with a breach or alleged breach of the Contract Agreements, including Task Orders and/or these General Conditions governing such Contract Agreements, that is not resolved to the mutual satisfaction of the parties within thirty (30) days (or such longer period as may be mutually agreed upon) from the date that either party informs the other in writing that such dispute or disagreement exists, shall be solely and finally settled by a single arbitrator in accordance with the Commercial Arbitration Rules (the "Arbitration Rules") of the American Arbitration Association (the "AAA"), in effect on the date that such notice is given, with the following exception: The party that demands arbitration of the unresolved dispute or disagreement shall in writing specify the matter to be submitted to arbitration and at the same time choose and nominate a competent person to act as the arbitrator. Within fourteen (14) days after receipt of such written notice, the other party shall indicate in writing its concurrence or non-concurrence in the arbitrator nominated by the other party. If the parties concur in the proposed arbitrator, that arbitrator shall promptly resolve the question in dispute or disagreement in accordance with the Arbitration Rules. If the parties fail to concur in the proposed arbitrator, then upon application by either party, the dispute or disagreement shall be referred for resolution by a single arbitrator appointed in accordance with the Arbitration Rules By the AAA.

7.2 Performance of Work During Arbitration: Notwithstanding this Section 7, during the pendency of any arbitration proceedings, unless otherwise requested by GSWC, Contractor shall proceed diligently with performance of the Contract Agreements and Contractor and GSWC shall continue to be bound thereby.

7.3 Location for Arbitration Proceedings: Any arbitration proceedings hereunder shall be conducted in Los Angeles County, California.

7.4 Arbitration Award: The arbitration award shall be made final and binding upon the Contractor and Company and judgment may be entered thereon, upon the application of either party, by any court having jurisdiction.

Contractor initials: _____

7.5 Cost of Arbitration: Each party shall bear the cost of preparing and presenting its case; but the cost of arbitration, including the fees and expenses of the arbitrator(s), will be paid solely by the losing party.

7.6 Survival of Arbitration Rights Beyond Termination of Contract Agreements: This Section 7 shall survive termination of any Contract Agreement, including any applicable Task Order and these General Conditions governing such agreements with respect to all claims pending at the time of termination.

###

Contractor initials: _____

APPENDIX D

**GOLDEN STATE WATER COMPANY
QUALIFICATION APPLICATION (For Contractors, Consultants and Vendors)**



QUALIFICATION APPLICATION
Contractors, Consultants and Vendors

Section A: Company/Organization Profile

Full Company/DBA/Entity Name:			Year Established:	No. of Years Using Current Name:		
Street Address (Firm Headquarters):			Former Company/DBA/Organization Name(s) (if any):			
City:	State:	Zip Code:	Dunn and Bradstreet No:	SIC No:	NAICS No:	Federal Tax ID:

Contact Information

Name: _____
 Title: _____
 Office Phone: _____
 Cell Phone: _____
 Fax Number: _____
 Email Address: _____
 Web Site: _____

Company/Organization Type

Corporation
 Limited Liability Company (LLC)
 Non-Profit
 Sole Proprietorship

General Partnership (GP)
 Limited Partnership (LP)
 Limited Liability Partnership (LLP)
 State of Incorporation: _____ State of Partnership: _____
 Non Profit
 Other: _____

Business Class and Diversity

Large Business
 Non Profit/Education
 Small Business (Please indicate type(s) below, as applicable)

* 8(a) Certified
 * Small Disadvantaged (SBA Cert.)
 * Socio-Economically Disadvantaged
 * Women-Owned
 * Veteran-Owned
 * Service Disabled Veteran
 * Minority-Owned
 * HUBZone (SBA Cert.)

Primary Business Activities

Accounting
 Analytical
 Building
 General Construction
 Chemicals
 Computer Hardware/Software
 Consulting
 Contracting
 Engineering
 Environmental
 Inspection
 Maintenance

Office Equipment/ Supplies
 Painting
 Pipeline Contractor
 Professional Services
 Pump Maintenance
 Reservoir/Tank Construction/Maintenance
 Security
 Survey
 Training & Education
 Specify: _____
 Waterworks Material Supplier

***Please attach a copy of each certification.**

Ethnicity: Asian/Pacific American
 Black American
 Filipino
 Hispanic American
 Native American
 Polynesian
 White

Trade or Professional Licenses/State Certifications

Indicate the type of contractor, professional service, or specialty trade license(s) or certificate(s) maintained by your firm: _____
 Number: _____
Please attach a copy of each license or certification.

GSWC operates a Supplier Diversity Program. GSWC is committed to achieving Supplier Diversity business opportunities to reflect the communities we serve, and to adhere to regulatory compliance with the California Public Utilities Commission (CPUC). Please indicate whether your business is a certified Women, Minority or Disabled Veteran Owned Business Enterprise. Information regarding certification for women and minority businesses is available at the Clearinghouse by visiting www.thesupplierclearinghouse.com or call (800) 359-7998. Information regarding disabled veterans is available at the CA Department of General Services by visiting pd.dgs.ca.gov/smbus/dvbecert.htm or call (916) 375-4940.

Approximate Number of Current Employees	Estimated Annual Gross Revenue Prior Three (3) Fiscal Years	
<input type="checkbox"/> 10 or fewer	Year:	Amount:
<input type="checkbox"/> 10-50	20__	\$ _____
<input type="checkbox"/> 50-100	20__	\$ _____
<input type="checkbox"/> 100-500	20__	\$ _____
<input type="checkbox"/> Over 500	20__	\$ _____

Bank Reference

Name of Bank: _____ Phone: _____
 Type(s) of Account(s): _____ Account No: _____

Brief Financial Statement

Please attach a brief financial statement, or a current balance sheet, or bank and credit information.



Golden State Water Company

A Subsidiary of American States Water Company

BEAR VALLEY ELECTRIC SERVICE
 PO BOX 1547
 BIG BEAR LAKE, CA 92315
 P: 909-866-4678 F: 909-866-5056

Please check the GSWC customer service areas where you desire to do work:

- | | | | | | |
|------------------------------|--------------------------------------------|------------------------------------|--------------------------------------|-----------------------------------------|-------------------------------------|
| GSWC Business Office(s) | <input type="checkbox"/> San Dimas | <input type="checkbox"/> Anaheim | <input type="checkbox"/> Ontario | | |
| Region 1 Northern | <input type="checkbox"/> Arden Cordova | <input type="checkbox"/> Bay Point | <input type="checkbox"/> Clearlake | | |
| Region 1 Coastal | <input type="checkbox"/> Los Osos | <input type="checkbox"/> Ojai | <input type="checkbox"/> Santa Maria | <input type="checkbox"/> Simi Valley | |
| Region 2 Central | <input type="checkbox"/> Artesia | <input type="checkbox"/> Norwalk | <input type="checkbox"/> Bell | <input type="checkbox"/> Bell Gardens | |
| Region 2 Southwest | <input type="checkbox"/> Florence-Graham | <input type="checkbox"/> Hollydale | <input type="checkbox"/> Willowbrook | <input type="checkbox"/> Culver City | |
| Region 3 Orange County | <input type="checkbox"/> Carson | <input type="checkbox"/> Inglewood | <input type="checkbox"/> Lawndale | <input type="checkbox"/> Gardena | <input type="checkbox"/> Compton |
| Region 3 Foothill | <input type="checkbox"/> Los Alamitos | <input type="checkbox"/> Placentia | | | |
| Region 3 Mountain/Desert | <input type="checkbox"/> Arcadia | <input type="checkbox"/> Claremont | <input type="checkbox"/> San Dimas | <input type="checkbox"/> San Gabriel | |
| Bear Valley Electric Service | <input type="checkbox"/> Apple Valley | <input type="checkbox"/> Barstow | <input type="checkbox"/> Calipatria | <input type="checkbox"/> Morongo Valley | <input type="checkbox"/> Wrightwood |
| | <input type="checkbox"/> Big Bear Lake, CA | | | | |

Section B: Bondability and Insurance

- Is your company currently bondable? Yes No N/A
 Has your company previously been bonded? Yes No N/A
 What is your Bond Limit Amount (Aggregate)? _____

Would your company meet the following minimum insurance requirements:

- State required Worker's Compensation? Yes No N/A
 State required Automobile Insurance? Yes No N/A

The following outlines the general minimum insurance limits for:

- Major Construction/Maintenance Work (e.g. Pipeline, well and pump, electrical power lines)
- Minor Construction/Maintenance Work (e.g. Landscape, plumbing, security, etc.)
- General Consulting, Management or Engineering Services
- Specialized Consulting Work
- Professional Services

Type of Insurance	Major	Minor	General Consulting, Management or Engineering Services	Specialized Consulting Work	Professional Services
General Liability					
General Aggregate	\$2,000,000	\$500,000	\$2,000,000	\$500,000	N/A
Products-Completed Operations	\$2,000,000	\$500,000	\$2,000,000	N/A	N/A
Personal & Advertising Injury	\$1,000,000	\$100,000	\$1,000,000	N/A	N/A
Each Occurrence	\$1,000,000	\$100,000	\$1,000,000	\$500,000	N/A
Auto Liability (any auto)					
Company owned vehicles					
Combined Single Limit	\$1,000,000	\$500,000	\$500,000	\$500,000	N/A
Hired and non-owned vehicles					
Combined Single Limit	\$1,000,000	\$1,000,000	\$1,000,000	N/A	N/A
Company Owned Vehicles					
Combined Single Limit					
Hazardous Material Suppliers	\$5,000,000 (\$1M in Primary and \$4M in excess)	N/A	N/A	N/A	N/A
Worker's Compensation	Statutory	Statutory	Statutory	Statutory	Statutory
Employers' Liability					
Each Accident	\$1,000,000	\$500,000	\$1,000,000	\$500,000	N/A
Disease- Policy Limit	\$1,000,000	\$500,000	\$1,000,000	\$500,000	N/A
Disease- Each Employee	\$1,000,000	\$500,000	\$1,000,000	\$500,000	N/A
Professional Liability (Errors & Omissions)					
Each Claim	N/A	N/A	\$1,000,000	N/A	\$1,000,000
Annual Aggregate	N/A	N/A	\$1,000,000	N/A	\$1,000,000

Professional Liability Insurance? Yes No N/A

Please attach a sample copy of the applicable insurance certificates.



Section C: Health and Safety

Experience Modification Rate

Is your firm subject to the EMR? Yes No

If yes, please provide rating for the past three (3) years.

Year	EMR	Year	EMR	Year	EMR
20__	_____	20__	_____	20__	_____

OSHA Recordable Incident Rate

Is your firm exempt from OSHA record keeping because of size (e.g. 10 or fewer employees) and/or industry type?

Yes No N/A

If no, list your firm's OSHA Recordable Incidence Rate for each of the past three (3) years.

Year	Rate	Year	Rate	Year	Rate
20__	_____	20__	_____	20__	_____

Check the appropriate boxes below:

1. Does your firm have a written safety program? Yes No N/A
2. Does your firm currently have a written safety plan which complies with current OSHA standards? Yes No N/A
3. Does your firm have a safety orientation program for new employees? Yes No N/A
4. Ever had a period when your firm was without required Workers' Compensation Insurance or approved self-insurance? Yes No N/A
5. Has your firm experienced either a State or Federal Occupational Safety and Health Administration serious violation, or citation, or been assessed penalties? If yes, number of instances? _____ Yes No N/A
6. Has your firm experienced either a State or Federal Environmental Protection Agency (EPA) issued Notice of Violation (NoV) and/or assessed any penalties? If yes, number of instances? _____ Yes No N/A
7. Has your firm experienced a work-related fatality or an accident that resulted in the hospitalization of four (4) or more employees? Yes No N/A

If yes, please attach an explanation.

Section D: Contractual/Financial/Legal

1. Does your firm have a written Code of Conduct? Yes No N/A
2. Does your firm have any apparent or actual conflict of interest with GSWC? Or with any of its employees? Or are you a relative of any GSWC employee? If yes, please explain: _____ Yes No N/A

Within the last five (5) years, has your firm:

3. Filed for Bankruptcy (voluntary or involuntary)? Yes No N/A
4. Had a state license or certification suspended or revoked? Yes No N/A
5. Been suspended, debarred, disqualified, or otherwise prevented from bidding on, or completing any utility, local, state or federal agency project? Yes No N/A
6. Had a client or owner submit a claim for arbitration against your firm? Yes No N/A
Indicate the number: _____, type _____, client _____, and verification information _____ Case No(s). _____.
7. Submitted for arbitration a claim against a client or owner concerning work on a project or any contract? Yes No N/A
Indicate the number: _____, type _____, client _____, and verification information _____ Case No(s). _____.
8. Had a contract terminated for cause or default by a client or owner? Yes No N/A
Indicate the number: _____, type _____, client _____, and verification information _____ Case No(s). _____.
9. Defaulted on a contract forcing a Surety to suffer a loss? Yes No N/A
10. Experienced a client or owner making a demand on your payment or performance bonds? Yes No N/A
11. Has a surety made payments on your firm's behalf to satisfy a claim made against a payment or performance bond? Yes No N/A
Indicate the number: _____, type _____, client _____, and verification information _____ Case No(s). _____.
12. Been unable to obtain a bond or been denied a bond for a contract? Yes No N/A



Golden State Water Company

A Subsidiary of American States Water Company

BEAR VALLEY ELECTRIC SERVICE
 PO BOX 1547
 BIG BEAR LAKE, CA 92315
 P: 909-866-4678 F: 909-866-5056

13. Had an insurance carrier, for any form of insurance, cancel or deny any form of insurance or refuse to renew an insurance policy for your firm? Yes No N/A
 Indicate the number: _____, type _____, client _____, and verification information _____ . Case No(s). _____.
14. Are there any current outstanding liens or stop notices for labor and/or material filed against your firm on any contracts? Yes No N/A
15. Been sued? Yes No N/A
 Indicate the number: _____, type _____, client _____, and verification information _____ . Case No(s). _____.
16. Filed suit? Yes No N/A
 Indicate the number: _____, type _____, client _____, and verification information _____ . Case No(s). _____.

If yes to any of the above, please attach explanation and details including the Agency, Client, name of Court and case numbers, etc.

17. What size projects is your company comfortable undertaking in view of existing capabilities and available financial resources? Single project value: \$_____ Total value work in progress: \$_____
18. Does your firm have an Accounting System, approved by either an agency of the US Government (e.g., DCAA) or any state government? Yes No *If yes, please specify which agency: _____
19. What is the date of the last approval of your Accounting System by the specified agency? _____

Section E: Performance References

A. Business References: List two (2) general business references:

Contact	Company	Phone	Years?
1.			
2.			

B. List the two (2) highest value contracts completed in the prior three (3) years:

Owner/Client	Contact & Phone	Job Description	Contract Amount: Original \$ Completed \$	Complete Date: Original Actual
1.			\$	
			\$	
2.			\$	
			\$	

C. List two (2) Subcontractors or Subconsultants (as applicable):

Company	Service(s) Provided	Contact Name	Phone
1.			
2.			

D. List two (2) current Material Suppliers or Vendors:

Company	Material or Service Provided	Contact Name	Phone
1.			
2.			



Section F: Service(s) Provided

Check a maximum of five (5) type(s) of service(s) your firm performs in its own name. Do not include services that your firm subcontracts.

<p>A</p> <input type="checkbox"/> Accountant A14 <input type="checkbox"/> Acquisitions A16 <input type="checkbox"/> Advertising A08 <input type="checkbox"/> Air Conditioning - Heating A02 <input type="checkbox"/> Air Conditioning Maintenance A03 <input type="checkbox"/> Architects A06 <input type="checkbox"/> Armored Services A07 <input type="checkbox"/> Asbestos & Lead Paint A01 <input type="checkbox"/> Asphalt A09 <input type="checkbox"/> Audio Visual A05 <input type="checkbox"/> Auto Repair A04 <input type="checkbox"/> Automobile - Lease A15 <input type="checkbox"/> Automobile - Parts A10 <input type="checkbox"/> Automobile - Rentals A11 <input type="checkbox"/> Automobile - Tires A13 <input type="checkbox"/> Automobile - Truck Purchases A12 <p>B</p> <input type="checkbox"/> Barricades B03 <input type="checkbox"/> Bearings B04 <input type="checkbox"/> Blue Prints B05 <input type="checkbox"/> Bolts B06 <input type="checkbox"/> Booster Pumps B01 <input type="checkbox"/> Building Maintenance B02 <input type="checkbox"/> Building Materials and Supplies B07 <p>C</p> <input type="checkbox"/> Calibration C10 <input type="checkbox"/> Carpentry C01 <input type="checkbox"/> Carpet/Carpet Cleaning C11 <input type="checkbox"/> Catering/Food Services C12 <input type="checkbox"/> Cement/Concrete Supplies C13 <input type="checkbox"/> Chemical Delivery C02 <input type="checkbox"/> Chlorine Equipment/ Supplies C14 <input type="checkbox"/> Circuit Breakers C15 <input type="checkbox"/> Clamps C16 <input type="checkbox"/> Coffee/Soft Drink Supplies C18 <input type="checkbox"/> Compressors C22 <input type="checkbox"/> Computer - Hardware C19 <input type="checkbox"/> Computer - Services/Maintenance C07 <input type="checkbox"/> Computer - Software C20 <input type="checkbox"/> Concrete Contractor C23 <input type="checkbox"/> Conservation C05 <input type="checkbox"/> Construction Clean-up C03 <input type="checkbox"/> Consulting/Engineering C04 <input type="checkbox"/> Consulting - Engineers C21 <input type="checkbox"/> Contributions C17 <input type="checkbox"/> Corporate Gifts C24 <input type="checkbox"/> Corrosion Engineering/Insp. C06 <input type="checkbox"/> Courier Services/Maintenance C08 <input type="checkbox"/> Crane Rental C25 <p>D</p> <input type="checkbox"/> Demolition Contractor D06 <input type="checkbox"/> Development D01 <input type="checkbox"/> Language Interpreter L11	<input type="checkbox"/> Disaster Recovery D03 <input type="checkbox"/> Distribution Maintenance D02 <input type="checkbox"/> Drafting Supplies D05 <input type="checkbox"/> Ductile Iron Pipe D04 <p>E</p> <input type="checkbox"/> Earthwork E01 <input type="checkbox"/> Electrician/ Electrical E02 <input type="checkbox"/> Energy Efficiency Consultant E09 <input type="checkbox"/> Engineering Services E04 <input type="checkbox"/> Environmental Engineering E03 <input type="checkbox"/> Equipment Rental E05 <input type="checkbox"/> Excavation E06 <input type="checkbox"/> Exterminator E10 <input type="checkbox"/> Event Planner E07 <input type="checkbox"/> Event Rentals E08 <p>F</p> <input type="checkbox"/> Fencing F01 <input type="checkbox"/> Field Testing F02 <input type="checkbox"/> Financial Consultant F10 <input type="checkbox"/> Fire Extinguishers/Services F04 <input type="checkbox"/> Fire Hydrants F03 <input type="checkbox"/> First Aid Supplies F11 <input type="checkbox"/> Flashers F05 <input type="checkbox"/> Fleet F12 <input type="checkbox"/> Flooring F07 <input type="checkbox"/> Floral Décor F13 <input type="checkbox"/> Flush Line F06 <input type="checkbox"/> Flush Out F08 <input type="checkbox"/> Franklin Quest Products F09 <p>G</p> <input type="checkbox"/> Gardening/Landscaping Services G06 <input type="checkbox"/> Gas Chlorination Parts G03 <input type="checkbox"/> General Construction G01 <input type="checkbox"/> General Contractor G04 <input type="checkbox"/> General Engineering G02 <input type="checkbox"/> Generators G05 <input type="checkbox"/> Geotechnical Services G08 <input type="checkbox"/> Graffiti Removal G07 <input type="checkbox"/> Graphic Design G09 <p>H</p> <input type="checkbox"/> Hauling H02 <input type="checkbox"/> Hazardous Waste Removal H01 <p>I</p> <input type="checkbox"/> Industrial Oils I02 <input type="checkbox"/> Industrial Supplies I03 <input type="checkbox"/> Inspection I01 <input type="checkbox"/> Investments I05 <input type="checkbox"/> IT Services I04 <p>J</p> <input type="checkbox"/> Janitorial Services J01 <p>L</p> <input type="checkbox"/> Laboratories Sampling L03 <input type="checkbox"/> Laboratory Equipment/Testing L04 <input type="checkbox"/> Purification P17
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Golden State Water Company

A Subsidiary of American States Water Company

BEAR VALLEY ELECTRIC SERVICE
PO BOX 1547
BIG BEAR LAKE, CA 92315
P: 909-866-4678 F: 909-866-5056

<input type="checkbox"/> Land Leasing L15	<input type="checkbox"/> Radio Repair/Installation R09
<input type="checkbox"/> Land Use Entitlement L14	<input type="checkbox"/> Radios R05
<input type="checkbox"/> Landscaping L01	<input type="checkbox"/> Real Estate Acquisitions R10
<input type="checkbox"/> Large Meter – Replacement L06	<input type="checkbox"/> Real Estate Brokerage R11
<input type="checkbox"/> Large Meter – Testing L07	<input type="checkbox"/> Recruitment and Staffing R12
<input type="checkbox"/> Large Water- Meters L10	<input type="checkbox"/> Recycling R07
<input type="checkbox"/> Legal Consulting L12	<input type="checkbox"/> Rental/Leasing R04
<input type="checkbox"/> Lineman's Equipment L05	<input type="checkbox"/> Reservoir/Tank Construction R02
<input type="checkbox"/> Locksmith L13	<input type="checkbox"/> Reservoir/Tank Maintenance R03
<input type="checkbox"/> Low Voltage Communities L02	<input type="checkbox"/> Rock and Sand R06
<input type="checkbox"/> Lubricating Products L08	<input type="checkbox"/> Roofing R01
<input type="checkbox"/> Lumber L09	<input type="checkbox"/> Roofing Material R08
M	S
<input type="checkbox"/> Machinery & Pumps M01	<input type="checkbox"/> Safety Equipment S25
<input type="checkbox"/> Maintenance Supplies M07	<input type="checkbox"/> Safety Training S10
<input type="checkbox"/> Maintenance Work M11	<input type="checkbox"/> Sampling S01
<input type="checkbox"/> Mailing Equipment M10	<input type="checkbox"/> SCADA Consulting S24
<input type="checkbox"/> Mailing Services M06	<input type="checkbox"/> Scrap Disposal S22
<input type="checkbox"/> Manufacture M04	<input type="checkbox"/> Security Services S09
<input type="checkbox"/> Market Research & Communication M14	<input type="checkbox"/> Security System S02
<input type="checkbox"/> Mechanical – Repairs M09	<input type="checkbox"/> Sewage Treatment S03
<input type="checkbox"/> Media M13	<input type="checkbox"/> Shipping Services S14
<input type="checkbox"/> Medical Supplies M08	<input type="checkbox"/> Sign Installation S04
<input type="checkbox"/> Meter Boxes M12	<input type="checkbox"/> Signs and Banners S15
<input type="checkbox"/> Meter Installation M05	<input type="checkbox"/> Small Meter S12
<input type="checkbox"/> Meter Reading M02	<input type="checkbox"/> Small Meter – Replacement S17
<input type="checkbox"/> Meter Repairs M03	<input type="checkbox"/> Small Meter – Testing S18
N	<input type="checkbox"/> Soil & Ground Water S05
<input type="checkbox"/> _____	<input type="checkbox"/> Sprinkler Contractor S11
O	<input type="checkbox"/> Sprinkler Controls S19
<input type="checkbox"/> Office Design O03	<input type="checkbox"/> Storage Containers S20
<input type="checkbox"/> Office Machine Maintenance O01	<input type="checkbox"/> Storage Tank Removals S06
<input type="checkbox"/> Office Relocation O02	<input type="checkbox"/> Storm Drains S07
<input type="checkbox"/> Office Supplies O06	<input type="checkbox"/> Street Lighting & Signal System S16
<input type="checkbox"/> Office Supplies – Equipment O04	<input type="checkbox"/> Structural Steel Fabrication S08
<input type="checkbox"/> Office Supplies – Furniture O05	<input type="checkbox"/> Surveying S23
P	<input type="checkbox"/> Switches S21
<input type="checkbox"/> Paint/Decoration P01	T
<input type="checkbox"/> Paving P02	<input type="checkbox"/> Tank Services T06
<input type="checkbox"/> Pest Control P09	<input type="checkbox"/> Telephone T08
<input type="checkbox"/> Photography P11	<input type="checkbox"/> Telephone - Cellular T07
<input type="checkbox"/> Pipe Fittings and Valves P12	<input type="checkbox"/> Telephone Installation T01
<input type="checkbox"/> Pipeline P03	<input type="checkbox"/> Temporary Services T04
<input type="checkbox"/> Pipeline Install & Convey P04	<input type="checkbox"/> Tenting T09
<input type="checkbox"/> Plant Work P14	<input type="checkbox"/> Tools/Hardware Supplies T10
<input type="checkbox"/> Plastic Service P13	<input type="checkbox"/> Towing Services T11
<input type="checkbox"/> Plumbing P10	<input type="checkbox"/> Training T05
<input type="checkbox"/> Pole Installation P05	<input type="checkbox"/> Transporting/Freight T17
<input type="checkbox"/> Printing – Stationary/Forms P15	<input type="checkbox"/> Trash Pick Up T12
<input type="checkbox"/> Professional Services P06	<input type="checkbox"/> Travel Services T14
<input type="checkbox"/> Promotional Items P18	<input type="checkbox"/> Tree Maintenance T02
<input type="checkbox"/> Public Relations Consultant P20	<input type="checkbox"/> Tree Services T13
<input type="checkbox"/> Publishing/Periodicals P19	<input type="checkbox"/> Trenching T03
<input type="checkbox"/> Pump Maintenance P07	<input type="checkbox"/> Trucking Services T15
<input type="checkbox"/> Pump Testing P08	U
<input type="checkbox"/> Pumps/Pumping Equipment P16	<input type="checkbox"/> Water Hauler, Potable W13
<input type="checkbox"/> Underground Location U01	

