

## STAFF REPORT

DATE: April 12, 2011

TO: Water/Sewer Committee

FROM: Cari Dale, Water Utilities Director

SUBJECT: **RECOMMEND APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH INFRASTRUCTURE ENGINEERING CORPORATION OF OCEANSIDE FOR THE PREPARATION OF THE 511 PUMP STAION TECHNICAL SPECIFICATIONS AND 30% DESIGN PLANS FOR THE MISSION BASIN DESALTING FACILITY EXPANSION PROJECT**

### **SYNOPSIS**

Staff recommends that the Water/Sewer Committee recommend that the Utilities Commission recommend that the City Council approve a professional services agreement in an amount not to exceed \$119,790 with Infrastructure Engineering Corporation of Oceanside for the preparation of the 511 Pump Station Technical Specifications and 30% Design Plans for the Mission Basin Desalting Facility Expansion project; and authorize the City Manager to execute the agreement.

### **BACKGROUND**

In order to maintain distribution flows from the 320 pressure zone to the 511 pressure zone and insure potable water quality for current and future demands, the City of Oceanside needs to increase its water flow from the 320 zone to the 511 zone with a new 4.5 million gallon per day water pump station. The location for the pump station is at the Mission Basin Desalting Facility at 215 Fireside Drive.

Due to the timing requirements of a Bureau of Reclamation (BOR) Grant, the project must be under construction before the end of the current Federal FY, which is September 30, 2011. Using the traditional design-bid-build method of project delivery would not allow the project construction to begin prior to the BOR stipulated start date since completing a separate 100% design, advertising and receiving bids, awarding the construction contract, and starting construction would not be completed prior to the BOR mandated start date. Using the design-build method of project delivery, will allow

the final plans to be generated by the design-builder (contractor) while construction on the project is taking place. In this manner, the project construction can be started as required by the BOR Grant prior to the end of the current Federal FY.

The industry standard for prescriptive design-build documents is to include technical specifications and 30% design plans prepared prior to requesting proposals from design-build proposers. In this way, the City can be very clear on their design preferences in the technical specifications while allowing the design-build proposer to include the cost and time of a professional design firm to develop the remaining majority of the design plans. For example, having the 30% design plans will allow the contractor to procure readily available materials—such as pipe material and appurtenances—and start construction with those materials while still proceeding with final design and procurement of the electrical and instrumentation long lead-time items. In this example, procuring the pipeline material and starting construction before September 30<sup>th</sup> will accommodate the aggressive construction start date mandated by the BOR.

### **ANALYSIS**

On March 16, 2011, a Request for Proposal was sent to six consultant engineering firms, including the five Oceanside firms, to prepare the 511 Pump Station Technical Specifications and 30% Design Plans (Exhibit B) for the design-build method of project delivery.

On March 25, 2011, the Water Utilities Department received one proposal from the six consulting firms. Staff reviewed and evaluated the proposal and determined that Infrastructure Engineering Corporation was qualified to provide the 511 Pump Station Technical Specifications and 30% Design Plans (Exhibit C).

### **FISCAL IMPACT**

The Mission Basin Desalting Facility Expansion project (908742500715) has a current available balance of \$1,170,915 in FY 2010-2011. Therefore, budgeted funds are available.

### **CITY ATTORNEY'S ANALYSIS**

The referenced documents are being reviewed by the City Attorney.

### **INSURANCE REQUIREMENTS**

The City's standard insurance requirements will be met.

**RECOMMENDATION**

Staff recommends that the Water/Sewer Committee recommend that the Utilities Commission recommend that the City Council approve a professional services agreement in an amount not to exceed \$119,790 with Infrastructure Engineering Corporation of Oceanside for the preparation of the 511 Pump Station Technical Specifications and 30% Design Plans for the Mission Basin Desalting Facility Expansion project; and authorize the City Manager to execute the agreement (Exhibit A).

PREPARED BY:



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Greg Blakely  
Administration Manager

Exhibit A – Site Plan  
Exhibit B – Request for Proposal Mailing List  
Exhibit B – Professional Services Agreement



City of Oceanside - 511 Pump Station

14271 Danielson Street  
Poway, California 92064  
T 858.413.2400 F 858.413.2440  
www.iecorporation.com

### 511 PUMP STATION & DISCHARGE PIPELINE

511 Pump Station (9088742500715)  
 Design-Build Tech Specs and 30% Plans  
 Water Utilities Consultant Mailing List  
 March 14, 2011

Company	Address	City	State	Zip	First Name	Last Name	Title	Phone	Fax
Richard Brady & Associates	3710 Ruffin Road	San Diego	CA	92123	Richard	Brady		858-496-0500	
Infrastructure Engineering Corporation	301 Mission Avenue, Suite 202	Oceanside	CA	92054	Preston	Lewis		760-529-0795	760-529-0785
Cornerstone Engineering, Inc.	717 Pier View way	Oceanside	CA	92054-2801	Derrill	Whitten	President	760-722-3495	(760) 722-3490
Carollo Engineers	615 South Tremont Street	Oceanside	CA	92054	Dennis	Wood		760-637-2700	760-637-2701
Tetra Tech ASL, Inc.	2141 El Camino Real, Suite J	Oceanside	CA	92054	Howard/Steve	Arnold/Tedesco		760-754-0550	
Nolte	1029 Gallery Drive	Oceanside	CA	92057	Jonathan	Smith			

7/7/2010 Address revised & phone number listed for Brady

**CITY OF OCEANSIDE**

**PROFESSIONAL SERVICES AGREEMENT**

**PROJECT: 511 PUMP STATION – DESIGN-BUILD TECHNICAL SPECS  
AND 30% PLANS - 908742500715**

THIS AGREEMENT, dated \_\_\_\_\_, 2011 for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as “CITY”, and INFRASTRUCTURE ENGINEERING CORPORATION, hereinafter designated as “CONSULTANT”.

**RECITALS**

- A. CITY desires to obtain professional engineering services from an independent contractor for the above named project.
- B. CONSULTANT has submitted a proposal to provide engineering services for the CITY in accordance with the terms set forth in this Agreement.
- C. CITY desires to contract with CONSULTANT as an independent contractor and CONSULTANT desires to provide services to CITY as an independent contractor.
- D. CONSULTANT has demonstrated its competence and professional qualifications necessary for the satisfactory performance of the services designated herein by virtue of its experience, training, education and expertise.

**NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:**

- 1.0 **SCOPE OF WORK.** CONSULTANT desires to provide professional engineering services for a complete set of technical specifications and thirty percent (30%) design plans for the design-build method of project delivery for the 511 Pump Station located at Mission Basin Groundwater Purification Facility (MBGPF or RO Plant) located at 215 Fireside Drive, Oceanside, California, as described in the CONSULTANT’S proposal dated March 25, 2011 and as listed in the Scope of Services attached hereto as Exhibit A. The project is more particularly described as follows:
  - 1.1 **PROFESSIONAL SERVICES PROVIDED BY CONSULTANT.** The professional services to be performed by CONSULTANT shall consist of but not be limited to the following:
    - 1.1.1 Work closely with the City in performing work in accordance with this Agreement

**511 PUMP STATION – Design-Build Technical Specs  
and 30% Plans - 908742500715**

in order to receive clarification as to the result which the CITY expects to be accomplished by CONSULTANT. The City, under the authority of the City Manager, shall be the CITY'S authorized representative in the interpretation and enforcement of all work performed in connection with this Agreement. The City may delegate authority in connection with this Agreement to the City's designees. For the purposes of directing the CONSULTANT'S performance in accordance with this Agreement, the City delegates authority to Gary Bodman, Water/Wastewater Project Manager.

- 1.1.2 In compliance with Government Code section 7550, the CONSULTANT shall include a separate section in the proposal prepared pursuant to this Agreement, which contains a list of all the subcontractors and dollar amounts of all contracts and subcontracts required for the preparation of work described in this Agreement.
- 1.1.3 Visit and carefully examine the location of the project as often as necessary to become acquainted with all conditions which are visible or could reasonably be discovered, and which might have an impact upon the construction of the project.
- 1.1.4 Prepare and submit to the City, a 511 water pump station technical specifications and thirty percent (30%) design plans as described in the Scope of Work, and in the time and manner set forth in this Agreement.
- 1.1.5 Prepare and submit to the City, concurrently with the technical specifications and thirty percent (30%) design plans, the following:
  - a. A preliminary design-build project schedule that considers the Bureau of Reclamation requirement that the project construction must start prior to the end of the Federal FY 2011 ending (September 30, 2011) and be completed prior to the end of FY 2013 (September 30, 2013).
- 1.2 **SERVICES PROVIDED BY CITY.** The CITY shall perform the following services:
  - 1.2.1 Provide access to all public improvement plans and records and furnish one copy of drawings and reports requested.
  - 1.2.2 Obtain all necessary permits from other regulatory agencies and other Departments. CONSULTANT shall participate in the completion of such forms but CITY will submit these and pay for any applicable fees.
  - 1.2.3 Upon request, verify the location of existing CITY owned utilities.

**511 PUMP STATION – Design-Build Technical Specs  
and 30% Plans - 908742500715**

1.2.4 Provide all legal advertising mailings and postings required.

1.2.5 Provide overall project management.

**2.0 TIMING REQUIREMENTS**

2.1 Time is of the essence in the performance of work under this Agreement and the following timing requirements shall be strictly adhered to unless otherwise modified in writing as set forth in Section 2.4. Failure by CONSULTANT to strictly adhere to these timing requirements may result in termination of this Agreement by the CITY and the assessment of damages against the CONSULTANT for delays.

2.2 Phase I. CONSULTANT shall prepare and deliver a copy of the draft technical specifications and preliminary 30% design plans within 20 calendar days of the execution of this Agreement. No work shall be performed by CONSULTANT beyond the Phase I stage until the City has given written approval of the draft technical specifications and preliminary 30% design plans and authorization to perform Phase II.

2.3 Phase II. CONSULTANT shall prepare and deliver a copy of the final technical specifications and 30% design plans within 10 calendar days of the City's written authorization to perform Phase II.

2.4 CONSULTANT shall submit all requests for extensions of time for performance in writing to the City no later than ten (10) calendar days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. The City shall review all such requests and may grant reasonable time extensions for unforeseeable delays which are beyond CONSULTANT'S control.

2.5 For all time periods not specifically set forth herein, the CONSULTANT shall respond in the most expedient and appropriate manner under the circumstances, by either telephone, fax hand delivery, or mail.

3.0 **DESIGN CRITERIA AND STANDARDS.** All work shall be performed in accordance with applicable CITY, state and federal codes and criteria. In the performance of its professional services, CONSULTANT shall use the degree of care and skill ordinarily exercised by consultants under similar conditions.

**511 PUMP STATION – Design-Build Technical Specs  
and 30% Plans - 908742500715**

4.0 **INDEPENDENT CONTRACTOR.** CONSULTANT’S relationship to the CITY shall be that of an independent contractor. CONSULTANT shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the City. The CONSULTANT shall not be authorized to communicate directly with, nor in any way direct the actions of, any bidder or the construction contractor for this project without the prior written authorization by the City. CONSULTANT shall be sole responsible for the performance of any of its employees, agents or subcontractors under this agreement.

CONSULTANT shall report to the CITY any and all employees, agents and consultants performing work in connection with this project, and all shall be subject to the approval of the CITY.

5.0 **CITY BUSINESS LICENSE.** Prior to the commencement of any work under this agreement, the CONSULTANT shall obtain and present a copy of an Oceanside City Business License to the City.

6.0 **WORKERS’ COMPENSATION.** Pursuant to Labor Code section 1861, the CONSULTANT hereby certifies that the CONSULTANT is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers’ Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONSULTANT will comply with such provisions and provide certification of such compliance as a part of these Award Documents. The certification shall be in accordance with Subsections 7.3 through 7.8 of this Agreement.

7.0 **LIABILITY INSURANCE.**

7.1 CONSULTANT shall, throughout the duration of this Agreement, maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONSULTANT, its agents and employees, performed in connection with this Agreement including, but not limited to, premises and automobile.

**511 PUMP STATION – Design-Build Technical Specs  
and 30% Plans - 908742500715**

7.2.1 CONSULTANT shall maintain liability insurance in the following minimum limits:

Comprehensive General Liability Insurance  
(bodily injury and property damage)

Combined Single Limit Per Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000*

Commercial General Liability Insurance  
(bodily injury and property damage)

General limit per occurrence	\$ 1,000,000
General limit project specific	\$ 2,000,000

<u>Automobile Liability Insurance</u>	\$ 1,000,000
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\*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONSULTANT under this Agreement.

7.2.2 If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by the CONSULTANT to restore the required limits. The CONSULTANT shall also notify the CITY'S Project Manager promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the CONSULTANT resulting from any of the CONSULTANT'S work.

7.3 All insurance companies affording coverage to the CONSULTANT for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this Agreement. Insurance coverage provided to the CITY as an additional insured shall be primary insurance and other insurance maintained by the CITY, its officers, agents and employees shall be excess only and not contributing with insurance provided pursuant to this Section.

7.4 All insurance companies affording coverage to the CONSULTANT pursuant to this Agreement shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.

**511 PUMP STATION – Design-Build Technical Specs  
and 30% Plans - 908742500715**

- 7.5 All insurance companies affording coverage shall provide thirty (30) days written notice to the CITY should the policy be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.
- 7.6 CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing a Certificate of Insurance and applicable endorsements, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.
- 7.7 CONSULTANT shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONSULTANT to provide such a substitution and extend the policy expiration date shall be considered a default by CONSULTANT and may subject the CONSULTANT to a suspension or termination of work under the Agreement.
- 7.8 Maintenance of insurance by the CONSULTANT as specified in this Agreement shall in no way be interpreted as relieving the CONSULTANT of any responsibility whatsoever and the CONSULTANT may carry, at its own expense, such additional insurance as it deems necessary.
- 8.0 **PROFESSIONAL ERRORS AND OMISSIONS INSURANCE.** Throughout the duration of this agreement and four (4) years thereafter, the CONSULTANT shall maintain professional errors and omissions insurance for work performed in connection with this Agreement in the minimum amount of One Million dollars (\$1,000,000).

CONSULTANT shall provide evidence of compliance with these insurance requirements by providing a Certificate of Insurance.

- 9.0 **CONSULTANT'S INDEMNIFICATION OF CITY.** CONSULTANT shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of CONSULTANT'S work, including the negligent acts, errors or omissions or wrongful acts or conduct of the CONSULTANT, or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct, sole negligence or active negligence of the CITY, its officers, agents, or employees. CONSULTANT'S indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the CITY, its officers, agents, or employees in defending against such claims or lawsuits, whether

**511 PUMP STATION – Design-Build Technical Specs  
and 30% Plans - 908742500715**

the same proceed to judgment or not. Further, CONSULTANT at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees founded upon, resulting or arising from the conduct, tortious acts or omissions of the CONSULTANT.

CONSULTANT'S indemnification of CITY shall not be limited by any prior or subsequent declaration by the CONSULTANT.

- 10.0 **ERRORS AND OMISSIONS.** In the event that the City determines that the CONSULTANT'S negligence, misconduct, errors or omissions in the performance of work under this Agreement has resulted in expense to CITY greater than would have resulted if there were no such negligence, errors or omissions in the plans or contract specifications, CONSULTANT shall reimburse CITY for the additional expenses incurred by the CITY, including engineering, construction and/or restoration expense. Nothing herein is intended to limit CITY'S rights under Sections 7, 8 or 9.
- 11.0 **NO CONFLICT OF INTEREST.** The CONSULTANT shall not be financially interested in any other CITY contract for this project. For the limited purposes of interpreting this section, the CONSULTANT shall be deemed a "City officer or employee", and this Section shall be interpreted in accordance with Government Code section 1090. In the event that the CONSULTANT becomes financially interested in any other CITY contract for this project, that other contract shall be void. The CONSULTANT shall indemnify and hold harmless the CITY, under Section 9 above, for any claims for damages resulting from the CONSULTANT'S violation of this Section.
- 12.0 **OWNERSHIP OF DOCUMENTS.** All plans and specifications, including details, computations and other documents, prepared or provided by the CONSULTANT under this Agreement shall be the property of the CITY. The CITY agrees to hold the CONSULTANT free and harmless from any claim arising from any use, other than the purpose intended, of the plans and specifications and all preliminary sketches, schematics, preliminary plans, architectural perspective renderings, working drawings, including details, computation and other documents, prepared or provided by the CONSULTANT. CONSULTANT may retain a copy of all material produced under this Agreement for the purpose of documenting their participation in this project.

**511 PUMP STATION – Design-Build Technical Specs  
and 30% Plans - 908742500715**

**13.0 COMPENSATION.**

13.1 For work performed by CONSULTANT in accordance with this Agreement, CITY shall pay CONSULTANT in accordance with the schedule of billing rates set forth in Exhibit “A”, attached hereto and incorporated herein by reference. No rate changes shall be made during the term of this Agreement without prior written approval of the City. CONSULTANT’S compensation for all work performed in accordance with this Agreement shall not exceed the total contract price of \$119,790.

No work shall be performed by CONSULTANT in excess of the total contract price without prior written approval of the City. CONSULTANT shall obtain approval by the City prior to performing any work which results in incidental expenses to CITY as set forth in Section 13.2.2.

13.2 CONSULTANT shall maintain accounting records including the following information:

13.2.1 Names and titles of employees or agents, types of work performed and times and dates of all work performed in connection with this Agreement which is billed on an hourly basis.

13.2.2 All incidental expenses including reproductions, computer printing, postage, mileage and subsistence.

13.3 CONSULTANT’S accounting records shall be made available to the City for verification of billings, within a reasonable time of the City’s request for inspection.

13.4 CONSULTANT shall submit monthly invoices to CITY. CITY shall make partial payments to CONSULTANT not to exceed the total contract price within thirty (30) days of receipt of invoice, subject to the approval of the City, and based upon the following partial payment schedule:

13.4.1 Prior to submittal of the draft technical specifications and preliminary 30% design plans, partial payments shall not exceed \$107,000.

13.4.2 Final payment shall be made to CONSULTANT upon Consultant’s preparation and submittal, and the City’s acceptance, of the final 511 Pump Station Technical Specifications and 30% Design Plans.

**511 PUMP STATION – Design-Build Technical Specs  
and 30% Plans - 908742500715**

- 14.0 **TERMINATION OF AGREEMENT.** Either party may terminate this Agreement by providing thirty (30) days written notice to the other party.

If any portion of the work is terminated or abandoned by the CITY, then the CITY shall pay CONSULTANT for any work completed up to and including the date of termination or abandonment of this Agreement, in accordance with Section 13. The CITY shall be required to compensate CONSULTANT only for work performed in accordance with the Agreement up to and including the date of termination.

- 15.0 **ASSIGNMENT AND DELEGATION.** This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the CONSULTANT’S duties be delegated, without the express written consent of the CITY. Any attempt to assign or delegate this Agreement without the express written consent of the CITY shall be void and of no force or effect. A consent by the CITY to one assignment shall not be deemed to be a consent to any subsequent assignment.

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

- 16.0 **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between CITY and CONSULTANT concerning the work to be performed for this project and supersedes all prior negotiations, representations or agreements.

- 17.0 **INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

The CONSULTANT shall be responsible for complying with all local, state and federal laws whether or not said laws are expressly stated or referred to herein.

Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision and all other provisions, which are otherwise lawful, shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

- 18.0 **AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an Agreement in writing, signed by the parties hereto.

**19.0 DISPUTE RESOLUTION.**

- a. Any controversy or claim arising out of or relating to this Agreement, or concerning the breach or interpretation thereof, shall be first submitted to mediation, the cost of which shall be borne equally by the parties.
- b. No suit shall be brought on this contract unless all statutory claims filing requirements have been met.

20. **NOTICES.** All notices, demands, requests, consents or other communications which this Agreement contemplates or authorizes, or requires or permits either party to give to the other, shall be in writing and shall be personally delivered or mailed to the respective party as follows:

**TO CITY:**

Cari Dale, Director  
City of Oceanside Water Utilities Dept.  
300 North Coast Highway  
Oceanside, CA 92054

**TO CONSULTANT:**

Preston H. Lewis, P.E.  
Infrastructure Engineering Corp.  
301 Mission Avenue, Suite 202  
Oceanside, CA 92054

Either party may change its address by notice to the other party as provided herein.

Communications shall be deemed to have been given and received on the first to occur:

- a. Actual receipt at the offices of the party to whom the communication is to be sent, as designated above, or
- b. Three (3) working days following the deposit in the United States mail of registered or certified mail, postage prepaid, return receipt requested, addressed to the offices of the party to whom the communication is to be sent, as designated above.

**511 PUMP STATION – Design-Build Technical Specs  
and 30% Plans - 908742500715**

21.0 **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY.

**IN WITNESS WHEREOF** the parties hereto for themselves, their heirs, executors, administrators, successors and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Services Agreement to be executed by setting hereunto their signatures on the dates indicated below:

INFRASTRUCTURE ENGINEERING  
CORPORATION

CITY OF OCEANSIDE

By: *[Signature]* PRESIDENT  
Name/Title

By: \_\_\_\_\_  
City Manager

Date: 4/6/11

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

By: *[Signature]* VP  
Name/Title

Date: 4-6-2011

APPROVED AS TO FORM:

01-061-7154  
Employer ID No.

\_\_\_\_\_  
City Attorney

**NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of SAN DIEGO

On APRIL 6, 2011 before me, NANCY M. CARLISLE, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

personally appeared PRESTON H. LEWIS  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person ~~(s)~~ whose name ~~(s)~~ is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity ~~(ies)~~, and that by his/~~her/their~~ signature ~~(s)~~ on the instrument the person ~~(s)~~, or the entity upon behalf of which the person ~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Nancy M. Carlisle  
Signature of Notary Public

**OPTIONAL**

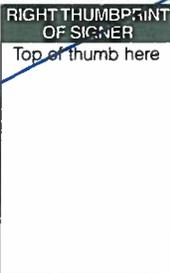
*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_  
 Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
 Signer(s) Other Than Named Above: \_\_\_\_\_

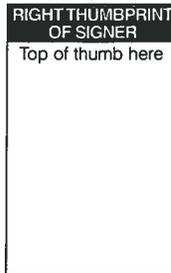
**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Individual  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
 Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Individual  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
 Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of SAN DIEGO }

On APRIL 6, 2011 before me, NANCY M. CARLISLE, NOTARY PUBLIC

personally appeared ROBERT S. WEBER



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Nancy M. Carlisle  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

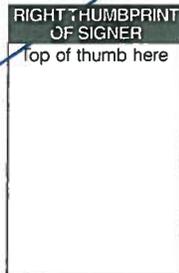
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

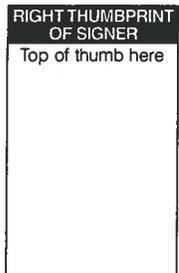
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_



**City of Oceanside**  
**511 Pump Station Technical Specifications and 30% Plans [908742500715]**  
**Exhibit A: Scope of Services**

**March 28, 2011**

Our proposed Detailed Scope of Work includes components identified in the City's RFP. IEC has assembled a comprehensive and detailed scope of work to accomplish the City's project objectives and ensure a complete and well-coordinated design effort that results in a project that is delivered on time and within budget.

**Task 1 – Site Inspection**

IEC and our key subconsultants will inspect the site, including the pipeline alignment, and meet with City staff to identify key design criteria, constraints, and constructability issues. Given the accelerated schedule, it is anticipated that the Site Inspection and Kick-Off Meeting would occur the same day of the Notice to Proceed. We will prepare meeting minutes for submission to the City the day after the Site Inspection.

**Task 2 – Document Collection/Review**

At the Site Inspection meeting, we anticipate to collect available existing documentation from the City. We will obtain other data as required from other agencies, including but not limited to San Diego Gas & Electric, Kinder Morgan, and Fallbrook Public Utilities District.

**Task 3 – Equipment Recommendation**

If the City wishes to maximize the available expansion potential of the RO Plant, the recommended capacity of the proposed improvements would be as large as will reasonably fit in the available space. The team will prepare a brief Technical Memorandum shortly after the Site Inspection to recommend pump and generator sizing based on the City's preferences, existing facilities, future expansion, and the maximum recommended pump station discharge. The memorandum will outline the basis of design in sufficient detail to present the anticipated design elements of the project. The memorandum shall address key design issues and will incorporate the following:

- A. Develop a facility layout of the pump station site including footprints for the proposed building expansion, and site improvements to result in a functional and operational facility.
- B. Analyze power requirements for the pump station to include making recommendations for sizing of new standby generator.
- C. Identify construction constraints or conflicts with the operation of the existing facilities.
- D. Identify permitting requirements, timelines, application procedures, and fees. It is assumed the City will pay all permit fees. It is anticipated that the City will provide environmental review as required by CEQA and other agencies, these services are not included in the scope of work.
- E. Prepare hydraulic calculations required for the project design and selection of the pumps and motors.
- F. Telemetry alternatives will be discussed to determine I/O list and the best way to interpret integrate the pump station telemetry with the existing system.



It is anticipated that the existing clearwell structure will require structural modification to accommodate the proposed pumps; the top slab openings will need to be enlarged and new support beams will be added on top of the slab for support. Simon Wong Engineering will provide 30% level of design such that the Design Build Contractor will be able to bid this portion of the work.

The existing geotechnical reports (for the RO Plant and Wells 10/11 Pipeline projects) are sufficient at this level of design and it is not anticipated that an additional geotechnical investigation is required; these services are not included in the scope of work. The Design Build documents will state that the Contractor is welcome to perform additional investigation if deemed necessary.

#### Task 4 – Technical Specifications

We will prepare a complete set of biddable contract documents including technical project specific, plans, specifications, and related support materials for the project. Contract documents shall be prepared based on City boilerplate front-end documents (revised by IEC for Design Build delivery) and technical specifications shall be prepared utilizing Construction Specifications Institute (CSI) format. The Contract Documents shall address the following major elements:

- A. A complete set of design calculations shall be provided to the City for review as part of the final design development.
- B. Technical specifications shall be prepared utilizing CSI format. Front-end City documents and boilerplate specifications will be reviewed and edited as appropriate for a Design Build method of project delivery. The City's Water, Sewer and Reclaimed Water Design and Construction Manual will be referenced in the technical specifications where appropriate. We will also prepare a proposed bid sheet to include bid items and bid item descriptions.
- C. A construction cost estimate shall be provided with the final deliverable. The cost estimate shall be based on the anticipated items of work as presented in the Contract Documents, and shall include estimates for final design and construction..
- D. Our project manager, as a California Registered Civil Engineer and the engineer of record for the project, shall sign and seal each original title page of the specifications to be included in the Contract Documents.

#### Task 5 – 30% Design Drawings

- A. A complete 30% level set of project plans shall be prepared to indicate all construction elements, including the pump station mechanical, electrical, telemetry/instrumentation, structural and site/civil design, and approximately 2,500 linear feet of 18-24 inch pump station discharge pipeline. Plans will be prepared on "D" size 24"x36" sheets utilizing City standard title blocks with plan and profile sheets prepared at scales of 1"=40' (horizontal) and 1"=4' (profile). The project plan set is expected to include the following:
  - Title sheet including vicinity and location maps
  - Legend and abbreviations including 200 scale index map
  - General notes
  - Existing conditions
  - Site grading, paving and yard piping plan



- Pipeline plan and profile (5)
- Pump station plan
- Pump station sections
- Civil details (1)
- Mechanical details (1)
- Structural plan
- Structural section
- Electrical standard symbols and abbreviations
- Electrical plan
- Electrical schematics
- Electrical details

#### Task 6 – Project Management and Administration

The objective of this task is to provide overall project management and administration for the duration of the project for fulfillment of the scope within schedule and budget.

- A. **Project Schedule:** IEC will prepare a detailed project schedule with tasks, durations and milestones. The project critical path will be clearly identified so progress can be tracked and informed decisions can be made with respect to scheduling. We will review and update schedule weekly for the duration of the project.
- B. **Project Status Reports:** IEC will prepare weekly Progress Status Reports to include schedule, budget, and project issues.
- C. **Progress Meetings:** Hold weekly progress meeting with City Staff and other parties, prepare meeting agenda and minutes. Agendas and minutes shall be submitted to the City five two working days prior to/after said meetings.
- E. **Quality Assurance/Quality Control (QA/QC):** QA/QC of the design activities shall be implemented throughout the project. A QA/QC plan will be initiated at the onset of the project to allow critical issues to be addressed early on.

#### Task 7 – Surge Analysis

A transient analysis will be performed by Flow Science to insure that the pressure surges created by the pump station do not adversely affect the system. Flow Science will use the City's facility system map and hydraulic model to create a model of sufficient detail for the transient analysis as follows

- A. Gather information required to create a computer model of the 511 zone. The model will be limited to a maximum 200 nodes and pipes and will include all those deemed necessary to analyze the pressure surges created by this pump station.



- B. Establish initial non-transient hydraulic grade line elevations for power failure and startup of the 511 Zone PS pump station for the system under maximum and zero (i.e. reservoir fill) demand scenarios.
- C. Perform simulations for power failure and startup of the 511 Zone PS under maximum and zero demand flow scenarios.
- D. Review the results of the analysis and, if deemed necessary, recommend surge protection measures to eliminate possible adverse surges created by the power failure and startup of the 511 Zone PS under each flow scenario and determine its effect on the system.
- E. Prepare a detailed report describing the results of the analysis and recommendations for the safe operation of the system.

#### Task 8 – Temporary Construction Easements

For the Wells 10/11 Pipeline project, Right-of-Way Engineering Services prepared plat and legal descriptions for a 25-ft wide temporary construction easement(s) along the San Luis Rey River levee. These documents will be utilized for the current project, however the current parcel vesting must be researched, and the document dates and vesting information must be reviewed and updated accordingly. We propose to have Right-of-Way Engineering Services perform these tasks as part of the current project, so that the City may promptly expedite pursue the acquisition of the temporary construction easements.



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**ACTION BY UNANIMOUS WRITTEN CONSENT  
OF THE BOARD OF DIRECTORS OF  
INFRASTRUCTURE ENGINEERING CORPORATION  
A CALIFORNIA CORPORATION**

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The undersigned, constituting all of the directors of Infrastructure Engineering Corporation, acting pursuant to the authority of Section 307(b) and any other applicable section of the California General Corporation Law, hereby adopt the following recitals and resolutions, effective June 1, 2010:

WHEREAS, in order to enter into contracts and other agreements, Infrastructure Engineering Corporation. (the "Corporation") desires to designate the authority of its officers and selected employees to sign on behalf of the Corporation; and

WHEREAS, the Board of Directors of the Corporation considers it to be in the best interest of the Corporation to designate the President, Executive Vice President and the Vice President/CFO to have sole signing authority on matters up to \$1 million, requiring a second signature above that amount; and

WHEREAS, the Board of Directors also desires to designate Scott Humphrey, Tom Frank, Sarita Lemons, Jeff Kirshberg and Jon Wells to act on behalf of the Corporation with limited authority to enter into contracts or other agreements and to sign on behalf of the Corporation as resolved below.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Infrastructure Engineering Corporation as follows:

Section 1: The President, Preston Lewis, the Executive Vice President, Amy Czajkowski and the Vice President/CFO, Robert Weber and each one acting alone, be and they are hereby authorized, without further authorization of the Board, to enter into and execute on behalf of the Corporation such contracts and other instruments as are necessary and appropriate for the Corporation, having a value of One Million Dollars or less; and

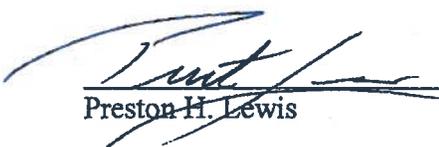
Section 2: For any transaction having a value greater than One Million Dollars, the signature of either of the President, Preston Lewis, or the Executive Vice President, Amy Czajkowski, or the Vice President/CFO, Robert Weber and the signature of any one of the Secretary, Sarita Lemons, Scott Humphrey, Tom Frank, Jeff Kirshberg or Jon Wells; and

Section 3: The following officers and employees are designated to act on behalf of the Corporation with limited authority to enter into contracts and other agreements that do not exceed the following amounts:

Officer	Title	Limit
Sarita Lemons	Secretary	\$250,000
Scott Humphrey	Director	\$250,000
Tom Frank	Principal, Construction Management Services	\$250,000
Jeff Kirshberg	Project Manager	\$250,000
Jon Wells	Sr. Project Engineer Planning & IS	\$250,000

Section 4: This resolution is effective immediately and shall continue as to each individual until said individual shall leave the employ of the Company or until revoked by the Board of Directors, whichever shall first occur.

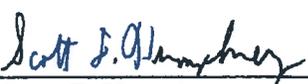
**RESOLVED FURTHER,** that the officers of this corporation are authorized and directed to take any other actions necessary to carry out the purpose and intent of these resolutions, including the execution, acknowledgement, and filing of any documents, certificates, writings, or book entries that may be required to carry out these resolutions.

  
 \_\_\_\_\_  
 Preston H. Lewis

  
 \_\_\_\_\_  
 Amy R. Czajkowski

  
 \_\_\_\_\_  
 Sarita M. Lemons

  
 \_\_\_\_\_  
 Robert S. Weber

  
 \_\_\_\_\_  
 Scott F. Humphrey

# Cavignac & Associates

INSURANCE BROKERS

License No. OA99520

450 B Street, Suite 1800  
San Diego, CA 92101-8005

Phone 619-234-6848

Fax 619-234-8601

Web Site [www.cavignac.com](http://www.cavignac.com)

City of Oceanside  
300 No Coast Highway  
Oceanside, CA, 92054

Apr 05, 2011

Re: Infrastructure Engineering Corporation

Enclosed is a certificate of insurance, as requested. If you have questions or require changes, please contact our office via email ([certificates@cavignac.com](mailto:certificates@cavignac.com)) or fax (619-234-1239). Please include a copy of the certificate with your request or reference ID number 142058.

In Sept. 2009, ACORD revised the certificate form and using an older version would violate ACORD's licensing agreement. One of the major changes was the removal of the cancellation notice provision. For the following reasons, we are unable to modify the current form:

- Notice of cancellation is a policy right, not an unregulated service. No insurer is able to provide the desired cancellation notice by endorsement. For example, the insured can cancel immediately, so it would be impossible for the insurer to provide adequate notice.
- If our agency was to issue a certificate with a modified cancellation notice, we would do so with the knowledge that it would be impossible to give that amount of notice under certain circumstances. As such, the certificate could be alleged to constitute a misrepresentation or fraud which could subject our agency to serious civil and criminal penalties.

We appreciate your understanding of the legal restrictions on our ability to comply with requests for an older form or modifications of the cancellation language.

cc: Nancy Carlisle ([ncarlisle@iecorporation.com](mailto:ncarlisle@iecorporation.com))

Infrastructure Engineering Corporation - Certificate of Insurance



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |   |
|---|---|
| <b>A. BROAD FORM NAMED INSURED</b>                                  | <b>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</b>  |
| <b>B. BLANKET ADDITIONAL INSURED</b>                                | <b>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b> |
| <b>C. EMPLOYEE HIRED AUTO</b>                                       | <b>J. PERSONAL EFFECTS</b>  |
| <b>D. EMPLOYEES AS INSURED</b>                                      | <b>K. AIRBAGS</b>   |
| <b>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b>                 | <b>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</b>                    |
| <b>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</b> | <b>M. BLANKET WAIVER OF SUBROGATION</b>                               |
| <b>G. WAIVER OF DEDUCTIBLE – GLASS</b>                              | <b>N. UNINTENTIONAL ERRORS OR OMISSIONS</b>                           |

### **PROVISIONS**

#### **A. BROAD FORM NAMED INSURED**

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – LIABILITY COVERAGE:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### **B. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of SECTION II – LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and

executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

#### **C. EMPLOYEE HIRED AUTO**

1. The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. The following is added to WHO IS AN INSURED (Section II):**

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to the additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF INSURANCE (Section III)** for this Coverage Part.

**B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is

available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

**C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

**D. The following definition is added to DEFINITIONS (Section V):**

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

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## Corporate ▾

## Support & Resources ▾

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A.M. Best #: 002517 NAIC #: 25682 FEIN #: 060336212

Address: One Tower Square  
Hartford, CT 06183  
UNITED STATES

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Fax: 860-277-7002

Web: [www.travelers.com](http://www.travelers.com)

### Best's Ratings

Financial Strength Ratings [View Definitions](#)

Rating: A+ (Superior)

Affiliation Code: g (Group)

Financial Size Category: XV (\$2 Billion or greater)

Outlook: Stable

Action: Affirmed

Effective Date: June 08, 2010

\* *Denotes Under Review* [Best's Ratings](#)

Issuer Credit Ratings [View Definitions](#)

Long-Term: aa

Outlook: Stable

Action: Upgraded

Date: June 08, 2010



Assigned to companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.

Office: A.M. Best Company

Senior Financial Analyst: Sharon Pereira

Assistant Vice President: Michael J. Lagomarsino, CFA

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Report Revision Date: 06/22/2010 (represents the latest significant change).

Historical Reports are available in [AMB Credit Report - Insurance Professional Archive](#).



**Best's Executive Summary Reports (Financial Overview)** - available in three versions, these presentation style reports feature balance sheet, income statement key financial performance tests including profitability, liquidity and reserve analysis  
Data Status: 2011 Best's Statement File - P/C, US. Contains data compiled as of 4/6/2011 (As Received).

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- Company Profile
- Company Search
- Company Search Results
- Company Information
- Old Company Names
- Agent for Service
- Reference Information
- NAIC Group List
- Lines of Business
- Financial Statements PDF's
- Annual Statements
- Quarterly Statements
- CA Supplements
- Company Complaint
- Company Performance & Comparison Data
- Company Enforcement Action
- Composite Complaints Studies
- Additional Info
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**COMPANY PROFILE**

**Company Information**

**TRAVELERS INDEMNITY COMPANY OF CONNECTICUT (THE)**  
**ONE TOWER SQUARE, 4MN**  
**HARTFORD, CT 06183-1190**  
**800-252-4633**

Old Company Names	Effective Date
EQUITABLE FIRE AND MARINE INSURANCE COMPANY	10/08/1971
TRAVELERS INDEMNITY COMPANY OF RHODE ISLAND (THE)	09/12/1995

[back to top](#)

**Agent For Service**

KAREN HARRIS  
 C/O CORPORATION SERVICE COMPANY  
 2730 GATEWAY OAKS DRIVE, SUITE 100  
 SACRAMENTO CA 95833

[back to top](#)

**Reference Information**

NAIC #:	25682
California Company ID #:	0056-2
Date Authorized in California:	06/28/1890
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
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[back to top](#)

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NAIC Group #: 3548 Travelers Grp

[back to top](#)

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For an explanation of any of these terms, please refer to the glossary.

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BOILER AND MACHINERY  
BURGLARY  
COMMON CARRIER LIABILITY  
DISABILITY  
FIRE  
LEGAL INSURANCE  
LIABILITY  
MARINE  
MISCELLANEOUS  
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[back to top](#)

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  - » Financial Strength Ratings
  - » Issuer Credit Ratings
  - » Debt Ratings
  - » Advanced Search
- » About Best's Credit Ratings +
- » Get a Credit Rating +
- » Best's Special Reports
- » Add Best's Credit Ratings Search To Your Site
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- » Contact an Analyst
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Long-Term: aa

Affiliation Code: g (Group)

Outlook: Stable

Financial Size Category: XV (\$2 Billion or greater)

Action: Upgraded

Date: June 08, 2010

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Office: A.M. Best Company

Senior Financial Analyst: Sharon Pereira

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- Company Profile
- Company Search
- Company Information
- Old Company Names
- Agent for Service
- Reference Information
- NAIC Group List
- Lines of Business
- Financial Statements PDF's
  - Annual Statements
  - Quarterly Statements
  - CA Supplements
- Company Complaint
  - Company Performance & Comparison Data
  - Company Enforcement Action
  - Composite Complaints Studies
- Additional Info
  - Find A Company Representative In Your Area
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**Company Information**

**TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA**  
**ONE TOWER SQUARE, 4MN**  
**HARTFORD, CT 06183**  
**800-252-4633**

Old Company Names	Effective Date
TRAVELERS INDEMNITY COMPANY OF ILLINOIS (THE)	01/12/2005

[back to top](#)

**Agent For Service**

KAREN HARRIS  
 C/O CORPORATION SERVICE COMPANY  
 2730 GATEWAY OAKS DRIVE, SUITE 100  
 SACRAMENTO CA 95833

[back to top](#)

**Reference Information**

NAIC #:	25674
California Company ID #:	2495-0
Date Authorized in California:	04/16/1982
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	CONNECTICUT

[back to top](#)

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[back to top](#)

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[back to top](#)

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- » Best's Credit Ratings +
  - » Financial Strength Ratings
  - » Issuer Credit Ratings
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- » Contact an Analyst
- » Awards and Recognitions

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## Industry Information ▾

## Corporate ▾

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(a member of [ACE INA Group](#))

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Address: 436 Walnut Street  
Philadelphia, PA 19106  
[UNITED STATES](#)

Phone: 215-640-1000

Fax: 215-640-5592

Web: [www.aceusa.com](http://www.aceusa.com)

### Best's Ratings

Financial Strength Ratings [View Definitions](#)

Rating: A+ (Superior)

Affiliation Code: p (Pooled)

Financial Size Category: XV (\$2 Billion or greater)

Outlook: Stable

Action: Affirmed

Effective Date: May 03, 2010

\* *Denotes Under Review* [Best's Ratings](#)

Issuer Credit Ratings [View Definitions](#)

Long-Term: aa-

Outlook: Positive

Action: Affirmed

Date: May 03, 2010



Assigned to companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.

Office: A.M. Best Company

Senior Financial Analyst: Sharon Pereira

Assistant Vice President: Michael J. Lagomarsino, CFA

### Reports and News

Visit our NewsRoom for the latest [news and press releases](#) for this company and its A.M. E Group.



[AMB Credit Report - Insurance Professional](#) - includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.

Report Revision Date: 07/06/2010 (represents the latest significant change).

Historical Reports are available in [AMB Credit Report - Insurance Professional Archive](#).



[Best's Executive Summary Reports \(Financial Overview\)](#) - available in three versions, these presentation style reports feature balance sheet, income statement key financial performance tests including profitability, liquidity and reserve analysis  
Data Status: 2011 Best's Statement File - P/C, US. Contains data compiled as of 4/6/2011 (As Received).

- [Single Company](#) - five years of financial data specifically on this company
- [Comparison](#) - side-by-side financial analysis of this company with a peer group of up to five other companies you select.



**COMPANY PROFILE**

Company Profile

**Company Information**

Company Search

Company Search Results

Company Information

Old Company Names

Agent for Service

Reference Information

NAIC Group List

Lines of Business

Financial Statements PDF's

Annual Statements

Quarterly Statements

CA Supplements

Company Complaint

Company Performance & Comparison Data

Company Enforcement Action

Composite Complaints Studies

Additional Info

Find A Company Representative In Your Area

View Financial Disclaimer

**ACE AMERICAN INSURANCE COMPANY**

**436 WALNUT STREET  
PHILADELPHIA, PA 19106  
800-352-4462**

**Old Company Names**

**Effective Date**

ALLIED COMPENSATION INSURANCE COMPANY	04/03/1961
ALLIED INSURANCE COMPANY	12/14/1977
CIGNA INSURANCE COMPANY	11/01/1999
INA UNDERWRITERS INSURANCE COMPANY	12/31/1983

[back to top](#)

**Agent For Service**

JERE KEPRIOS  
C/O CT CORPORATION SYSTEM  
818 WEST SEVENTH ST  
LOS ANGELES CA 90017

[back to top](#)

**Reference Information**

NAIC #:	22667
California Company ID #:	1325-0
Date Authorized in California:	12/20/1945
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	PENNSYLVANIA

[back to top](#)

**NAIC Group List**

NAIC Group #: 0626 ACE LTD

[back to top](#)

**Lines Of Business**

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

AIRCRAFT  
AUTOMOBILE  
BOILER AND MACHINERY  
BURGLARY  
COMMON CARRIER LIABILITY  
CREDIT  
DISABILITY  
FIRE  
LIABILITY  
MARINE  
MISCELLANEOUS  
PLATE GLASS  
SPRINKLER  
SURETY  
TEAM AND VEHICLE  
WORKERS' COMPENSATION

**[back to top](#)**

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NOT TRANSFERABLE

**CITY OF OCEANSIDE**  
**BUSINESS LICENSE CERTIFICATE**

POST IN CONSPICUOUS PLACE  
AT BUSINESS LOCATION

ACCOUNT NUMBER

95217

DATE PAID

9/28/2010

RATE CODE

CT3

OWNER FIRM OR  
CORPORATION NAME

INFRASTRUCTURE ENGINEERING CORP

BUSINESS NAME  
ATTENTION  
MAILING ADDRESS  
CITY AND STATE

INFRASTRUCTURE ENGINEERING COR  
PRESTON H LEWIS  
301 MISSION AVE STE 202  
OCEANSIDE, CA 92054-2591

BUSINESS LOCATION IN OCEANSIDE  
301 MISSION AVE STE 202

EXPIRATION DATE

09/30/2011

NON-REFUNDABLE

This Business License does not permit business otherwise prohibited. The payment of a business license fee, required by the Municipal Code, and its acceptance by the city and the issuance of a business license to any person shall not entitle the holder thereof to carry on any business unless he has complied with all the requirements of said code and all other applicable laws, nor to carry on any business in any building or on any premises designated in such business license in the event such building or premises are situated in a zone, or locality in which the conduct of such business is a violation of any law. This license is issued without verification that the licensee is subject to or exempt from licensing by the State of California.

CITY OF OCEANSIDE CITY OF OCEANSIDE CITY OF OCEANSIDE CITY OF OCEANSIDE CITY OF OCEANSIDE

